



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

OFFICIAL NOTICE AND AGENDA

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

Meeting of: **ECONOMIC DEVELOPMENT COMMITTEE**

Date/Time: **Wednesday, November 10, 2021 at 5:15 p.m.**

Location: **City Hall, Council Chambers**

Members: Tom Neal (C) , Lisa Rasmussen, Sarah Watson, Becky McElhaney and Tom Kilian

AGENDA ITEMS FOR CONSIDERATION (All items listed may be acted upon)

1. Approval of the Minutes from 11/2/2021.
2. Discussion and possible action on proposals received for the Westside Battery RFP
3. **CLOSED SESSION** pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: Consideration of development proposals received for the Westside Battery RFP
4. **RECONVENE** into Open Session to Take Action on Closed Session Items, If Necessary
5. Adjourn

It is likely that members of, and a quorum of the Council and/or members of other committees of the Common Council of the City of Wausau will be in attendance at the above-mentioned meeting to gather information. **No action will be taken by any such groups.**

This Notice was posted at City Hall and emailed to the Media on 11/5/21

This meeting is being held in person and/or via teleconference (all public participants' phones will be muted during the meeting) by calling 1-408-418-9388.

The Access Code is: 2485 950 9835 The Password is: jAsq6UhBM78

Members of the public who do not wish to appear in person may view the meeting live over the internet 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 shannon.graff@ci.wausau.wi.us with "PH&S Public Comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the chair.

Other Distribution: Media, Alderpersons, Mayor, City Departments

MINUTES

Economic Development Committee Meeting

Date | time Tuesday, November 2, 2021, at 5:15 P.M. | *Meeting called to order by* Watson at 5:15 P.M.

In Attendance

Members Present: Sarah Watson (Vice-Chair), Lisa Rasmussen, Becky McElhaney and Tom Kilian
Member Absent: Tom Neal (C)
Others Present: Mayor Rosenberg, Liz Brodek, Anne Jacobson, Tammy Stratz, Shannon Graff, Randy Fifrick, MaryAnne Groat, Chuck Ghidorzi, Trent Claybaugh, Jeff Stubbe, Mark Craig and Dave Eckman

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner.

Agenda Item 1 | Approval of the Minutes from 10/5/2021

Rasmussen motioned to approve minutes, seconded by Kilian. Motion carried 4-0

Agenda Item 2 | Discussion and Possible Action on Appointment of City's Poet Laureate

Brodek presented the agenda item. Brodek explained the resolution came from the Arts Commission and needs to be approved by a standing committee to be officially adopted of which the E.D. Committee is the "parent committee" to the Arts Commission. Brodek commented that adopting a poet laureate for our city puts Wausau in an echelon of a dozen or fewer Wisconsin cities.

Rasmussen moved to approve the appointment of the Poet Laureate, seconded by Kilian. Motion carried 4-0.

Agenda 3 | Discussion and Possible Action on Blenker Phase III Fourth Amendment

Brodek explained the amendment is to amend the commencement and completion date for the agreement. The most recent commencement date in May 2021 and December 2022 completion date. Brodek stated the developer is requesting more time due to supply chain issues and construction costs and is requesting a new commencement date of June 1, 2022 and December 31, 2024.

Rasmussen moved to approve the new timeline, seconded by Kilian. Motion carried 4-0.

Agenda Item 4 | Presentations, discussion, and possible action on responses to RFP for Westside Battery

Brodek stated the city received two proposals in response to the RFP for the Westside Battery – Gorman & Company, LLC and W.O.Z. Brodek introduced Trent Claybaugh, Development Manager, from Gorman who presented their proposal first.

Claybaugh described Gorman & Company's proposal to build a 50-unit, high quality, affordable housing complex on the site. He explained Gorman would offer the City of Wausau \$100,000 for the parcel contingent upon an environmental investigation. He projected the development would generate roughly \$2.23 Mil of annual tax base for the city. Claybaugh explained 20% would be for income levels at 30% or lower AMI, 40% of units would be for 31-49% AMI and 40% from 50-59% AMI. Claybaugh explained each unit would have at least one parking space underground and he has already been in contact with the adjacent property in case additional parking is needed. Claybaugh explained the breakdown of how the project would be estimated to be funded. He explained they are looking to apply for Neighborhood Investment Funds which could potentially cover the entire gap financing portion.

Kilian asked how soon they would know about the Neighborhood Investment Funds. Claybaugh responded the application is due back 11/11/21 and the deadline for a response is early December. Kilian then asked if Gorman is hopeful those funds would cover the nearly \$1.7 Mil in gap financing. Claybaugh responded that would be the best-case scenario and that is what they would request from the fund. Kilian responded, if they do not receive all the funds requested from the fund, how does Gorman plan to finance the remainder of the

gap. Claybaugh responded he envisioned the gap financing component would be to include a mixture of TIF, Home Investment loan and Wheda subordinate debt (allowed to borrow on a 1 to 10 basis). Kilian also asked if they anticipate any accessibility issues with the development being on a one-way street.

Rasmussen suggested if there is a portion remaining that other sources of funds be looked at in conjunction with or instead of TID financing due to this being a tax credit project and by law property taxes are paid at a rate of about 30% of that of a market rate building would and there would not be sufficient new increment to pay off TID debt sufficiently for taxpayers. Rasmussen also recommends having a closed session to discuss these proposals further.

Chuck Ghidorzi presented a proposal on behalf of Wausau Opportunity Zone (W.O.Z.). He provided poster visuals of the site with a four (4) story building and a poster visual with no building. He reminded the committee Wausau's master plan targeted the river life and downtown areas as key elements to the community's success. Ghidorzi explained the plan calls for a "sense of arrival", initially planned for Washington and 1st Streets but suggested it could occur much sooner. Ghidorzi voiced the addition of 4-story building on this site would destroy the master plan vision and mentioned several potential issues with constructability of the site. Ghidorzi offered W.O.Z.'s proposal as an exchange of the site for an additional 20,000 sq. ft. of land needed for the 78-foot street design on 3rd, Washington, Jackson, and 2nd Streets. He explained the mall land is currently assessed for \$15/sq. ft., the cost to W.O.Z. has been \$4.5 mil and the cost to the community has been \$2.5 mil which equated to \$22.43/sq. ft. to prep the pad for construction. He further stated the estimated value of land being exchanged is somewhere between \$3-400k. Ghidorzi continued that the amendment to the purchase and development agreement proposed 95k sq. ft. of land for the street and the new design would increase it to about 121k sq. ft. Ghidorzi explained W.O.Z. proposes to amend the amendment to the purchase contract and put the property on the tax rolls in 2022. He explained Westside Battery would be raised in 2022 at their cost, estimated to be \$100-125k. W.O.Z. would put \$50k down in good faith pending finalization of the land transfer and the final street design.

Kilian commented the city is currently indebted to this property for about \$390k. Kilian asked if W.O.Z. would be willing to pay the city \$390k for the site. Ghidorzi responded their proposal speaks for itself and they feel the value of the exchange of land is equivalent to what the city has invested. Kilian expressed concern about the proposal and the master plan called for redevelopment rather than complete elimination of current development. Kilian also expressed concern regarding the financial piece of the proposal and said if W.O.Z. would be willing to pay the city \$390k for the property he would potentially revisit his other concerns.

Rasmussen commented the committee is not equipped to decide regarding the proposals presented. She stated Gorman's rendering offers a quality product with the gateway appearance desired. Rasmussen discussed the concerns of building on the site but also mentioned the committee should focus on quality projects when presented. She continued that affordable housing and what is needed for the downtown is discussed often and what is needed is for people to live there or near there.

Watson spoke in support of Gorman's proposal due to the high demand for affordable housing.

McElhaney spoke in support of Gorman's proposal, but she did ask the tight timeline regarding submission of applications for tax credits.

Claybaugh responded the site isn't zoned for the density they're proposing so they preemptively applied for a planned unit development. Plan commission would review the application at Plan Commission on 11/16/21 and Common Council on 11/23/21.

It was the will of the committee to reconvene on 11/10/21 to discuss the proposals presented further.

Riverfront Condo Project:

Brodek stated staff continues to work through a development agreement with Mitch Viegut and his team. There have been two meetings with them in the last week and a multistep process was developed to address soil contamination issues and engineering concerns. Brodek stated a meeting is scheduled for next week to hopefully wrap up the agreement.

Rasmussen commented that it has always been known these sites have had contamination issues and asked if there was anything different about this site other than what is already known. Brodek responded there is nothing different with this site to her knowledge but said there appears to have been a misunderstanding between the city and developer regarding soil contamination and management and they're now working through that.

T-Wall:

Brodek stated the city was approached by W.O.Z. to discuss a potential reorganization of projects that T-Wall is involved in, in Wausau. Ghidorzi stepped forward to explain the request and answer any questions.

Ghidorzi provided an update on the progress of the downtown revitalization. He explained at the same time T-Wall expressed an interest in the Riverlife project, they also expressed interest in the mall project and immediately sent W.O.Z. a letter of intent to purchase block for an to have an option to purchase block 1. Ghidorzi explained the mall project has moved along much faster than expected and because of that, a strategy was discussed among W.O.Z., the Mayor's office and team, and T-Wall to prioritize the mall site for construction in 2022 and Riverlife in 2024. Ghidorzi outlined many positives of reversing the timeline of the developments.

Rasmussen expressed concern about the request due to the timelines agreed upon in the development agreement with T-Wall for the Riverlife project. She stated a representative from T-Wall needs to present in front of the committee and council to request a revision of the timeline promptly.

McElhaney expressed frustration that the committee was not made aware of changes to development agreements sooner.

Mayor Rosenberg addressed the committee and explained staff has been working tirelessly on this project and this is a unique opportunity to shift the focus to the now vacant mall area.

MaryAnne Groat discussed TIF, assessed value and equalized value and how it affects to the mall.

Rasmussen asked if it would be necessary to request an exemption due to the construction timeline. Groat responded it would be because if construction starts in 2022, the value would be lost.

Kilian commented that certain discussions should not be held in backdoor sessions that the committee and the body is not involved in and when there are profound changes, he would like to hear about them a lot sooner.

Neighborhood Investment Program Fund:

Brodek explained that this fund is intended to assist local and tribal governments in significant transformational projects that help neighborhoods recover from the negative effects of Covid and provide long term benefits to the neighborhood. The projects must include a significant upfront investment to achieve those goals. Every applicant can submit for up to \$15 mil. in funding. Brodek stated Wausau is applying for two grants through the fund to attempt to get some projects off TID funding. One request will be for \$10.5 mil for the pedestrian bridge at the mall redevelopment and the other will be for \$490k for the infrastructure under

the streets at the mall redevelopment site because roads cannot be funded but other infrastructure can be. After these two requests, there is a remaining amount of just under \$4 mil. if needed.

Kilian asked for more detail about its history and eligible activities and applications.

Brodek said the program is run through the DOA and they intend to award up to \$200 mil. dollars in grants to communities in throughout the U.S. The funds can be used for housing, childcare, and public improvements of which the pedestrian bridge and street project would fall under. The projects need to tie into the negative effects of the pandemic and Brodek said there's a strong argument the mall closed at a pace much faster than expected and the project is in a qualified census tract which is another component of the grant.

Groat explained these are ARPA funds the state received and the application period provided is a very short.

Brodek said the application must be submitted by 11/11/21 and all funds must be expended by 12/31/24.

Kilian expressed disappointment in the decision to request grant funding for public improvements when the money can be used for dire needs like housing and childcare.

Brodek explained the mall projects are in queue right now and would otherwise be funded through other public dollars, likely through the city. The grant provides an opportunity to move these projects quickly and due to the short timeline, there wasn't enough time to put together a multi-million-dollar project to use the grant funding for.

Rasmussen asked if qualified projects for the grant need to be shovel ready. Brodek responded that a project that is shovel ready scores 5 points higher than any other category.

Rasmussen spoke in support of requesting the funding for the mall redevelopment projects.

Mayor Rosenberg commented that although the city itself does not have shovel ready projects ready for childcare there are other agencies in Wausau who do have projects ready and are applying for these grants as well.

Agenda Item 6 | Adjourn

Kilian motioned to adjourn, seconded by Rasmussen. Motion carried 4-0. Meeting adjourned at 6:50 P.M.

Section 1

Developer: Gorman & Company

Address: 200 North Main Street, Oregon, WI 53575

Phone: (414) 617-9997

Email: tclaybaugh@gormanusa.com

Section 2

Gorman & Company, LLC is pleased to submit this response to the City of Wausau's Request for Proposals (RFP) for the redevelopment of the former "Westside Battery" and "L&S Printing" sites at 415 South First Avenue on the City's West Riverfront. We are proposing the construction of a 50-unit affordable multifamily housing development on these two parcels. The property will offer several amenities including a community room, a fitness center, and 52 underground parking stalls.

This site is located in Marathon County's Census Tract 1, which has recorded a rental vacancy rate of 0% across nearly 1,000 total rental housing units for the last three years according to the United States Census Bureau's American Community Survey (ACS). The ACS also revealed that 53.8% of rental households in this census tract are classified as being rent burdened according to HUD's definition – spending more than 30% of their gross household income on housing-related expenses.

The low rental vacancy rate and high concentration of rent-burdened households illustrate a need for affordable housing in this census tract. This new development on the Wisconsin River in close proximity to downtown will reinvigorate these formerly industrial parcels and will provide much-needed quality affordable housing to the City of Wausau. If our proposal is chosen, we will apply for state and federal 4% low-income housing tax credits to finance a majority of our development.

Gorman & Company is committed to achieving energy efficiency to the standards set forth by the Energy Efficiency and Sustainability category on WHEDA's tax credit application. This requires our property to be built to the Wisconsin Green Built Home standard. Upon request, we can provide the City with a checklist that shows how we plan to reach this standard. Our property will be close to two bus stops that service three major routes. This will reduce our tenants' reliance on their cars.

Our development will contribute to the City's strategic goal of placemaking. It will transform space that is now blighted and contaminated into an aesthetically pleasing place for Wausau residents to call home. The property will provide residents access to Wausau's most important natural amenity – the Wisconsin River – and will dramatically improve the built environment of the neighborhood. Our plan is architecturally unique, creative in its use, and activates the street and public waterfront.

Section 3

Please see our preliminary site plan for the property drafted by Korb & Associates in Appendix I. At this time, we don't have elevations available, but we will be designing in conjunction with the City's approval process.

Section 4

Our property will stand four stories and boast stunning views of the Wisconsin River from several residential units and common spaces including the first-floor community room and fitness center. The structure's footprint will maximize the use of the site. To use the site as efficiently as possible, we will offer underground parking to our residents to avoid the need for surface parking stalls. The green space between the building and the Wisconsin River will serve as a common green space for residents that will include amenities such as picnic tables, community grills, and a tot lot for kids.

Section 5

Gorman & Company offers the City of Wausau \$100,000 for this redevelopment site. Our offer is contingent upon the project being awarded a competitive tax credit allocation and an investigation into the costs required to clear the existing structures and to remediate any contaminated soil. We are committed to working with the City to identify and apply for grants to finance these activities.

Section 6

The estimated cost of this redevelopment project is \$14,450,000. This figure is consistent with the 19.4% increase in building material prices during the 12 months prior to August 2021. Please read a short article written by economist David Logan with the National Association of Home Builders (NAHB) about these increasing prices since the onset of the COVID-19 pandemic in Appendix II.

Given the property's expected first-year Net Operating Income (NOI) of almost \$157,000 per year, we anticipate it to achieve a valuation of over \$2,230,000 – a significant taxable value to the City.

We expect the schedule of milestones for our proposed development to follow the timeline below:

Milestone	Timeline
Submit RFP Proposal	10/14/2021
Receive Response from City	11/2/2021 – 11/9/2021
Submit LIHTC Application	12/10/2021
Receive LIHTC Allocation	4/30/2022
Coordinate Sources / Design / Approvals	5/1/2022 – 11/30/2022
Close on Financing	3/31/2023
Construction	4/1/2023 – 6/30/2024
Certificate of Occupancy	6/30/2024

Section 7

Please see our corporate resume that includes brief biographies of key figures from our executive, development, construction, architectural, and property management teams, as well as a description of our company and profiles of our other successful urban redevelopment projects in Appendix III.

Section 8

Gorman & Company's proposed redevelopment of this site will require financial assistance from the City. The sources required to finance this proposed redevelopment of the site will be as follows:

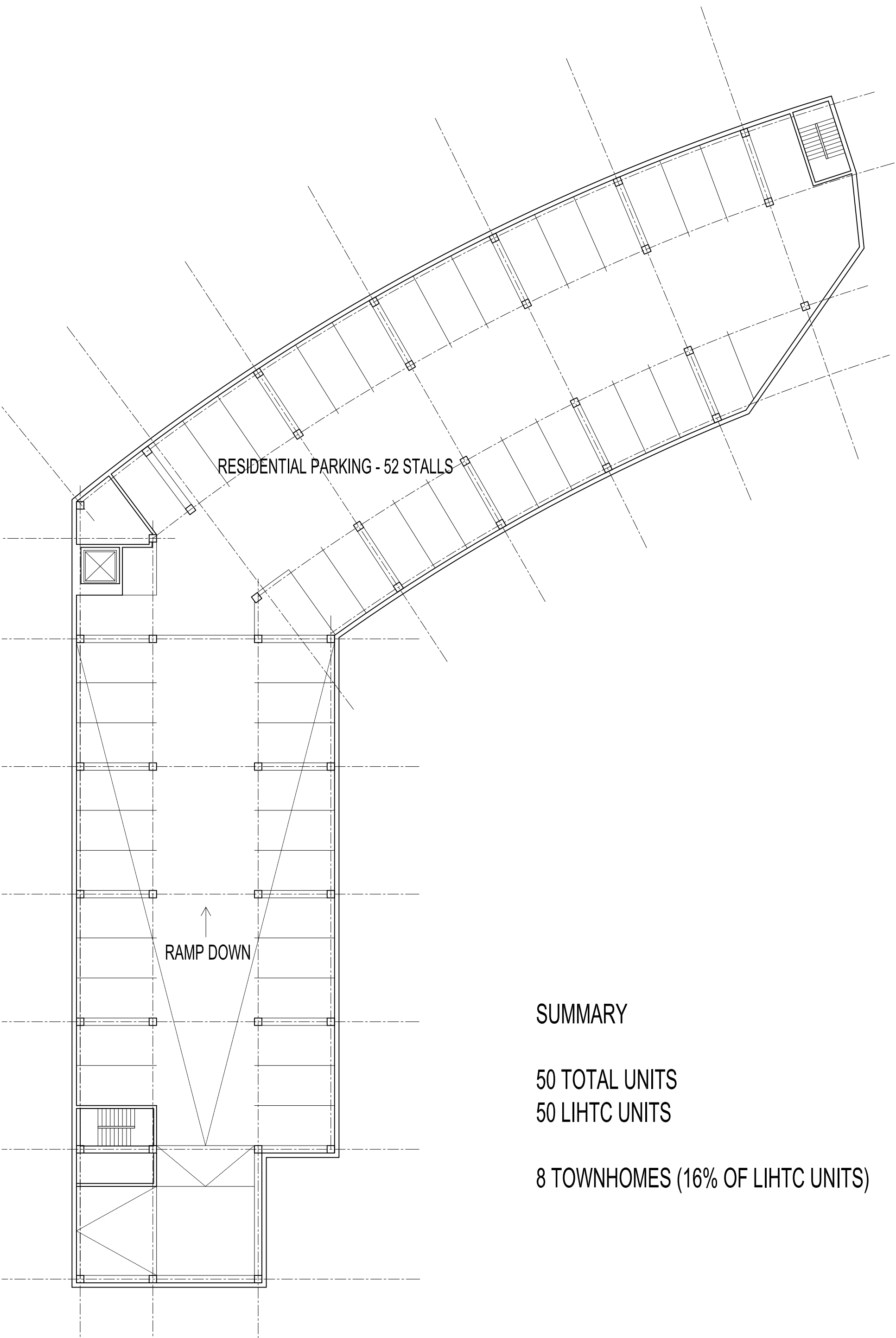
Source	Amount
Federal Tax Credit Equity	\$6,032,000
State Tax Credit Equity	\$2,920,000
Permanent Loan	\$2,290,000
Housing Trust Fund	\$500,000
FHLB Chicago Affordable Housing Fund	\$750,000
Deferred Developer Fee	\$32,000
Gap Financing	\$1,726,000
Total Development Cost	\$14,250,000

The permanent loan amount state above assumes that we will receive eight project-based vouchers (PBVs). Please note that the gap financing line item will entail some type of city participation: tax increment financing (TIF), HOME funds, and/or ARPA funds.

Unit Mix

Unit Size	Income Band	Number of Units	Monthly Rent
1-Bedroom	30 % AMI	2	\$375.00
2-Bedroom	30 % AMI	6	\$452.00
3-Bedroom	30 % AMI	2	\$523.00
1-Bedroom	50% AMI	7	\$673.00
2-Bedroom	50% AMI	10	\$809.00
3-Bedroom	50% AMI	7	\$936.00
1-Bedroom	60% AMI	7	\$822.00
2-Bedroom	60% AMI	8	\$988.00
3-Bedroom	60% AMI	1	\$1142.00





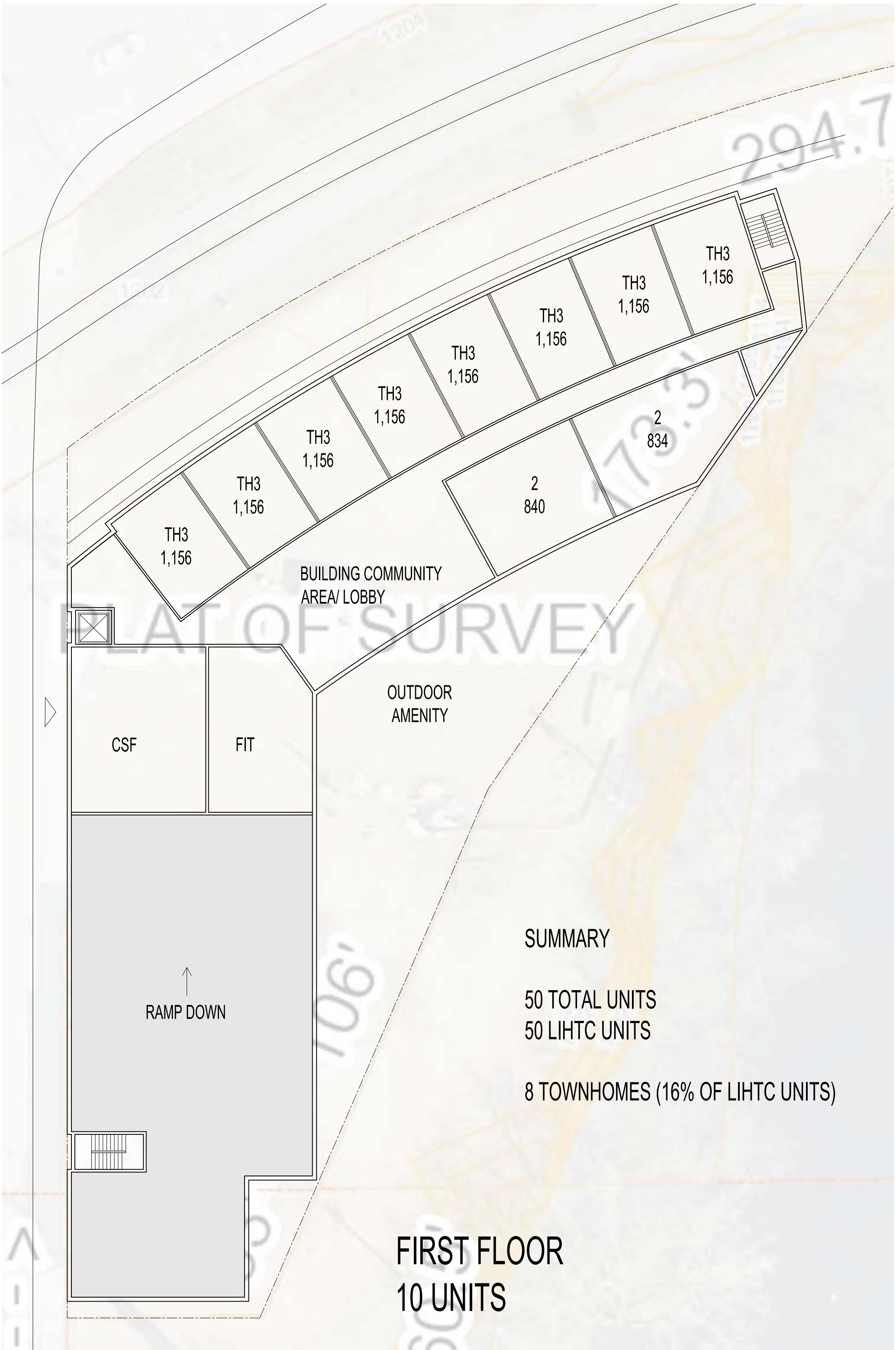
RESIDENTIAL PARKING - 52 STALLS

↑
RAMP DOWN

SUMMARY

50 TOTAL UNITS
50 LIHTC UNITS

8 TOWNHOMES (16% OF LIHTC UNITS)



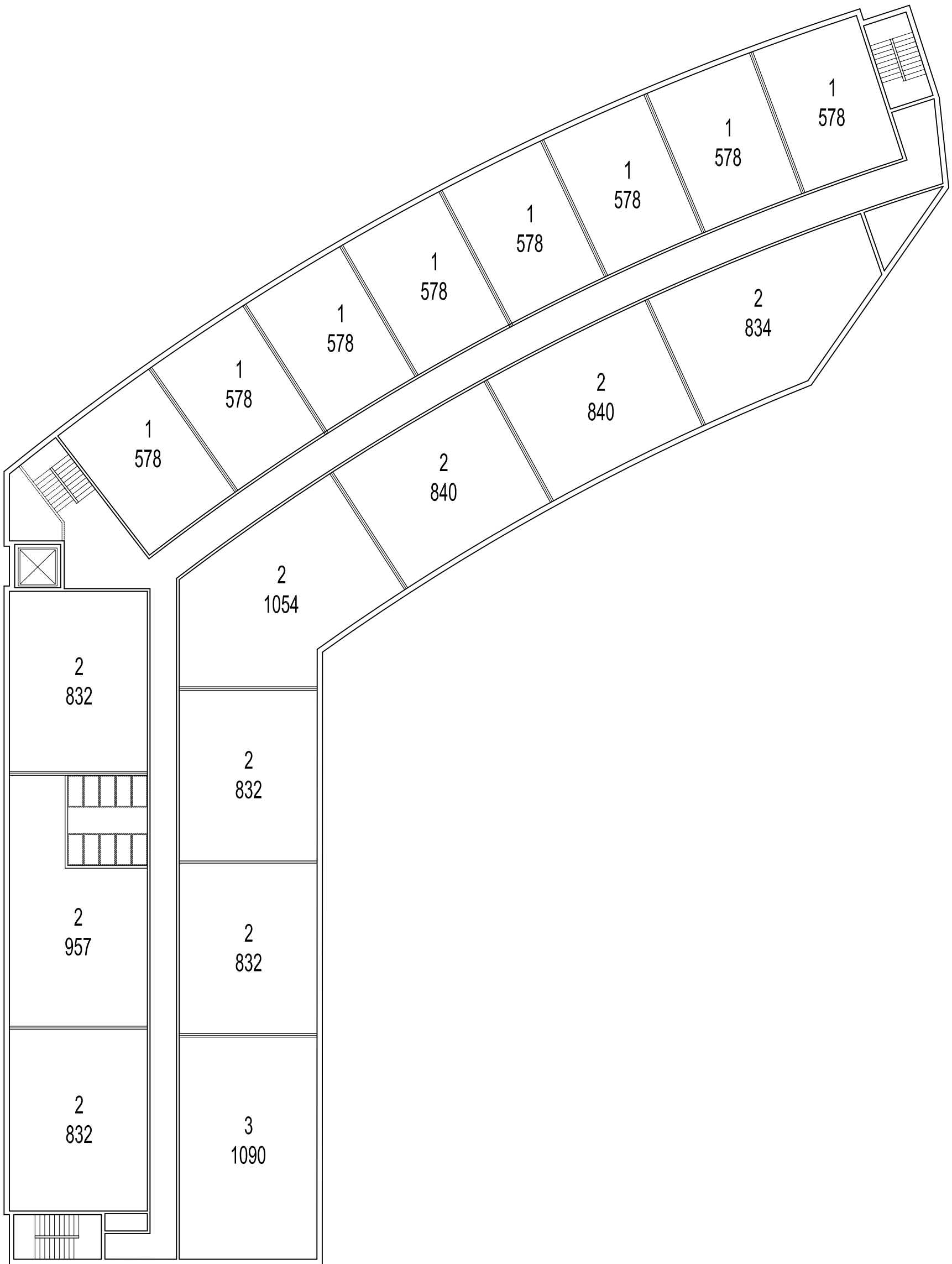
SUMMARY

50 TOTAL UNITS
50 LIHTC UNITS

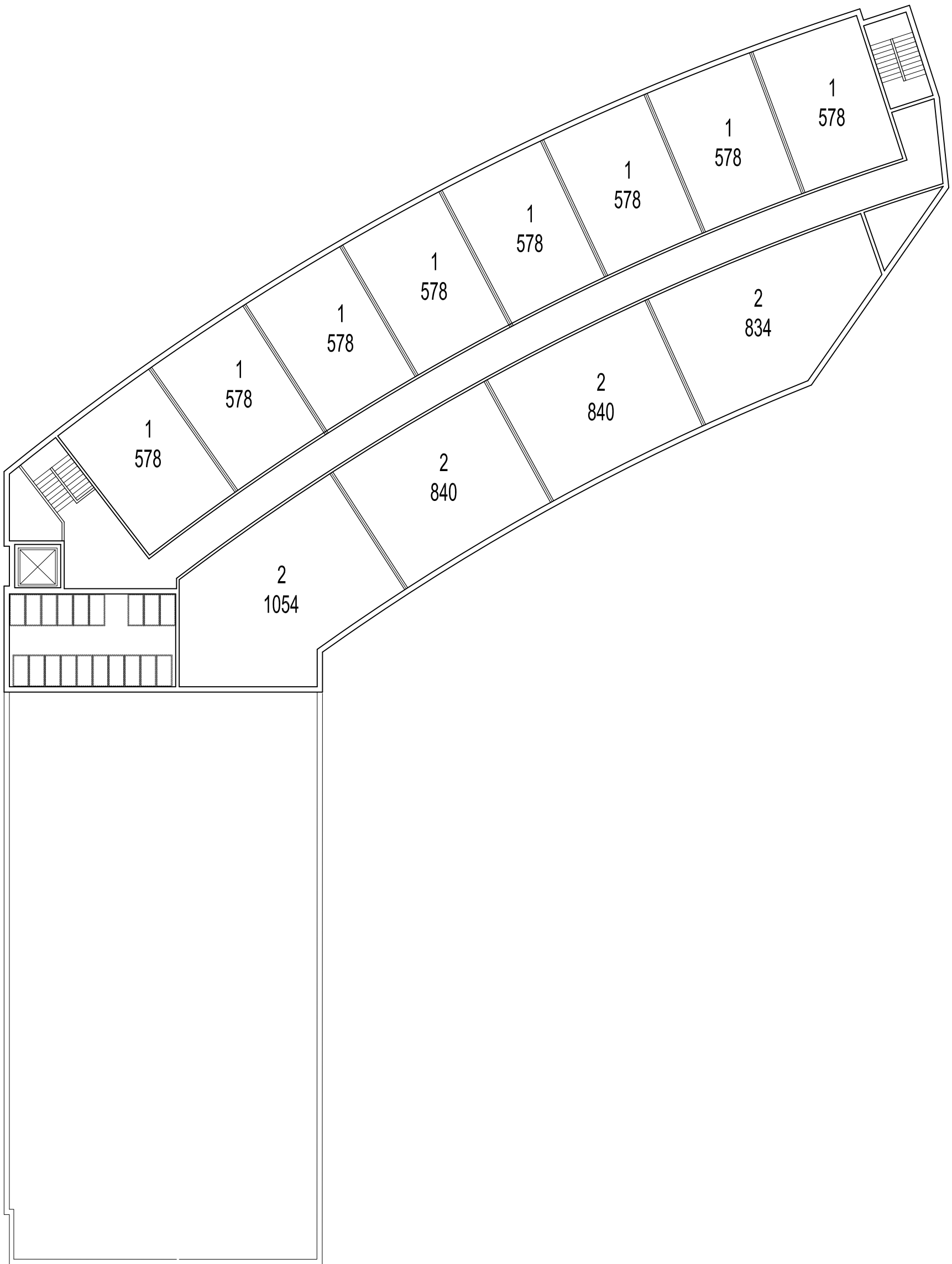
8 TOWNHOMES (16% OF LIHTC UNITS)

FIRST FLOOR
10 UNITS





THIRD FLOOR
18 UNITS



FOURTH FLOOR
12 UNITS

Wausau Opportunity Zone, Inc.

October 14, 2021

To: Liz Brodek
City of Wausau's Development Director

Response to RFP

For the Redevelopment of the former "West Side Battery and L&S Printing"
parcels located at 415 South 1st Avenue in Wausau, Wisconsin

Liz Brodek
City of Wausau

October 14, 2021

Re: Proposal for the redevelopment of the former "Westside Battery" and L&S Printing parcels at 415 South First Avenue.

Formal Proposal and Requested Information

1) Developer / Purchaser

Wausau Opportunity Zone, Inc. (WOZ, Inc.)

A for-profit corporation owned by the Greater Wausau Prosperity Partnership, LTD of the Greater Wausau Chamber of Commerce.

2) Executive Summary

Over the course of the last two years, WOZ, Inc. has purchased the former Wausau Center Mall and will be investing millions of dollars into this multi-year effort to revitalize our City Center. The vision that has been developed has been very well-received and we are well on our way to executing various phases of that master plan.

In the course of developing this vision, we incorporated several studies done by the City and others over recent years, which have included:

- TIPS Greater Wausau Region Economic Development Strategic Plan
- Toole Design Wausau Center Urban Design and Transportation Master Plan
- Neighborhood Planners South Riverfront Master Plan
- The River Edge Parkway 2020 Master Plan
- Wausau Comprehensive Plan 2017

An underlying essential component in these reports is to emphatically establish a "Sense of Arrival" when you get to our downtown. The Wausau Chamber has been championing that effort by recently purchasing the Chicago Northwestern Depot, put the WPS Powerhouse under a forty-year lease and is looking to invest millions of dollars into those buildings. WOZ's redevelopment plan creates a new skyline over the JCPenney's ramp and the traversing pedestrian walkway to the south riverfront. Over the years, this RFP has recognized \$180 million being spent in our successful public-private partnerships in the downtown.

WOZ, Inc. sees the location and use of this 1st Street property referenced in this RFP as absolutely crucial in establishing the "Sense of Arrival" by creating a "View Line" of our downtown, beginning at 2nd Avenue. **See Exhibit 1.** This will be a part of the "WOW factor" that we are looking to create, and that will be experienced as we welcome our citizens and visitors into the heart of our city.

We must not lose the potential this property holds for creating that vision and why WOZ, Inc. wants to purchase the property and execute on these objectives.

3) Site Plans Development

There are a number of factors that limit the use of this property. The title search report reveals that there are several easements that affect development from stormwater, WPS lines, railroad, setbacks, accesses, etc. I have included a copy of the title report for your reference as well. **See Exhibit 2.** Two sides of the existing building are within 8 to 10 feet of the property line and there is a 10" sanitary sewer line running down the middle of the property. **See Exhibit 3.**

These limitations inevitably limit the use of the property for a sustainable project.

4) Proposed Uses for the Property

1. WOZ, Inc. would like to raze the West Side Battery building in favor of dramatically improving the overall image of the property. This building has exceeded its useful life and has numerous issues in regard to structure, mechanicals, setbacks, code compliance, etc. The opportunity then would be to look for a use with a smaller footprint building consideration.
2. The second consideration would be to leave it as an open area for art, landscaping and temporary uses in keeping with community enrichment uses and the purposes mentioned above.

5) Proposed Purchase Arrangement

WOZ, Inc. would look to close on the property before year-end so it would return to the tax rolls.

Our offer, for your consideration, is to exchange this land for additional land being requested on the mall site for the desired street designs that are being proposed.

As a point of reference, the Amendment to the Purchase and Development Agreement with WOZ, Inc. identified 95,000 s.f. of the mall site being deeded over to the City for construction of the new streets. **See Exhibit 4, Page 6.** In consultation with the Toole Design Group, administration staff and the CISM committee, the preferred right-of-way has gone from 66' wide to 78' wide. This is still in the design stage, but the 95,000 square feet called for in the contract would increase to 122,000 s.f. **See Exhibit 5.** Through the design process that number could be reduced slightly. The current assessed value of the mall property is \$15/sq. ft. for the land only, which would indicate the value of 27,000 s.f. would be approximately \$400,000.

With both WOZ, Inc. and the City's desire to close on the property this year, WOZ, Inc. would look to place \$50,000 on the deposit with the City as an indication of our intentions. The \$50,000 would be returned to WOZ, Inc. when the mall land transfers at an appropriate time in the future.

6) Construction

Construction would only occur on the site if a sustainable use would be identified for a smaller building than that of the current structure. The timing of that is yet to be determined.

7) Successful Urban Design Projects

WOZ, Inc. would continue to utilize its design and construction team currently serving on their mall project for evaluating and constructing possible uses.

8) City Funding / Participation

WOZ, Inc. would not look to the City for any financial assistance on this transaction.

Liz,

I look forward to discussing our proposal with your team and working through the details of making this happen. The WOZ, Inc. board is looking forward to developing this site into something very special for our community.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Charles Ghidorzi", with a long horizontal flourish extending to the right.

Charles Ghidorzi
Managing Director
Wausau Opportunity Zone, Inc.

Office of the Mayor
Katie Rosenberg



TEL: (715) 261-6800
FAX: (715) 261-6808

September 7, 2021

Dear Interested Parties,

The City of Wausau is pleased to release this Request for Proposals (RFP) for redevelopment of the former "Westside Battery" (0.22 acre) and "L&S Printing" (0.57 acre) parcels at 415 South First Avenue on the City's West Riverfront.

The City of Wausau is proud of a long track record of successful public-private partnerships for development which has resulted in over \$100 million invested in Downtown in the past decade and another \$80 million currently under construction.

Proposals must include 1. proposed property purchase or lease price; 2. estimated construction value; 3. estimated taxable value; 4. architectural renderings of the proposed construction; 5. any request for city participation.

Successful proposals should:

- Complement Downtown Wausau's mix of retail and commercial office.
- Propose a use that complements urban density and maximizes property tax value of the land to City.
- Reutilizes the historic building or proposes an architecturally unique building which meets the City's Urban Design Guidelines.

Event	Date
1. RFP Released	September 9, 2021
2. Proposals Due	October 14, 2021
3. Initial Review of Proposals	October 15, 2021

Questions and/or additional information on this RFP and private tours of the existing building are available upon request. Please contact:

Liz Brodek – Planning, Community & Economic Development, liz.brodek@ci.wausau.wi.us

Sincerely,

Katie Rosenberg
Mayor

407 Grant Street – Wausau, WI 54403

History & Background

The City of Wausau is pleased to accept proposals for the redevelopment of the former Westside Battery and L&S Printing sites on the West Riverfront. The existing structure of the former Westside Battery building is approx. 3,080 square feet and includes a partial basement. Private tours of the building are available upon request by contacting Liz Brodek, City of Wausau Development Director, at liz.brodek@ci.wausau.wi.us or (715) 261-6685.

The City seeks creative proposals which can utilize both of the sites and which could involve the reuse of the existing building or the construction of new buildings. Successful proposals should:

- Complement Downtown Wausau's mix of retail, restaurant, service, and commercial office space
- Propose a use that complements urban density and maximizes property tax value of the land.
- Reuse the historic building or propose an architecturally unique building that meets the City's Urban Design Guidelines and fulfills the gateway nature of the site.



Proposal Format and Required Information

The submitted proposals should include each of the following sections:

1. Interested developer name, address, telephone, and email.
2. Executive Summary of the project.
3. A draft site plan for the property. Plan does not need to be engineered but should generally be to scale.
4. Proposed use of the area, including plans and elevations of the proposed project, or relevant examples.
5. Proposed purchase price offered.
6. Estimated construction value and approximate construction timeline.
7. Other successful urban redevelopment project examples
8. Any request for city participate. If city participation or funding is requested, the proposer will need to complete an Application for City Assistance, which can be found online at:
<https://www.wausaudevelopment.com/TIFDevelopment.aspx>

The city's development and incentive strategy particularly encourages the diversification of housing typology and rents, deployment of alternative energy technology, achievement of high energy efficiency standards, and/or the use of Property Assessed Clean Energy (PACE) tools; the priority hiring of local contractors and subcontractors; and workforce agreements with the local Building Trades Council.

Costs of Proposal

Any costs incurred in the development of the Response to this Request for Proposals are borne by the Developer. The City of Wausau is not responsible for any costs incurred by the Developer in formulating a response, or any other costs incurred such as mailing expenses.

Evaluation Criteria

The Economic Development Committee and internal staff evaluation shall consider proposals based on the quality of response, proposed use, appropriateness for the neighborhood, and projected investment. To be selected, a proposer must be able to comply with general city land purchase requirements and any other applicable laws and requirements.

Weighting of criteria is used by the City as a tool in selecting the best proposal. The City may change criteria and criteria weights at any time. Evaluation scores or ranks do not create any right in or expectation of a contract award. Proposals will be evaluated on the accuracy and responsiveness of the developer. Background checks and references will also be considered.

The following elements will be the primary considerations in evaluating all submitted proposals and in the selection of a Developer (out of a total of 100):

- *Proposal is architecturally unique, creative in its use, and activates the street and public waterfront. (25 points)*
- *Proposal maximizes the use of the site and provides significant taxable value to the City. (25 Points)*
- *Proposal offers a reasonable purchase price to the City. (10 Points)*
- *Developer possess diverse resources, a successful track record, and strong financial backing for the project. (10 points)*
- *Availability of high-quality design personnel and contractors to complete the project. (10 Points)*
- *Proposal incorporates green building, alternative energy technology and achieves high energy efficiency. (10 Points)*
- *Proposal furthers one or more strategic goals including 1) innovative companies, 2) talented workforce, and/or 3) placemaking. (10 points)*

The response that is deemed to be the most advantageous for the City and region will be given the highest consideration. The City reserves the right to:

- Reject any or all offers and discontinue this RFP process without obligation or liability;
- Accept or sell land on the basis of initial offers received, without discussions or requests for best and final offers;
- Accept more than one right to develop;
- Negotiate the nature and scope of the project before final Committee and Council approval;
- Accept no proposal and re-RFP or bid properties again in the future.

Send proposals by 4:30 p.m. on Wednesday, September 29th, 2021, to the attention of:

Liz Brodek, Planning, Community & Economic Development
407 Grant Street
Wausau, WI 54403-4783
Office: 715-261-6685
Cell: 715-370-9634
liz.brodek@ci.wausau.wi.us

Exhibits

Exhibit 1 View Line

Exhibit 2 Title Search

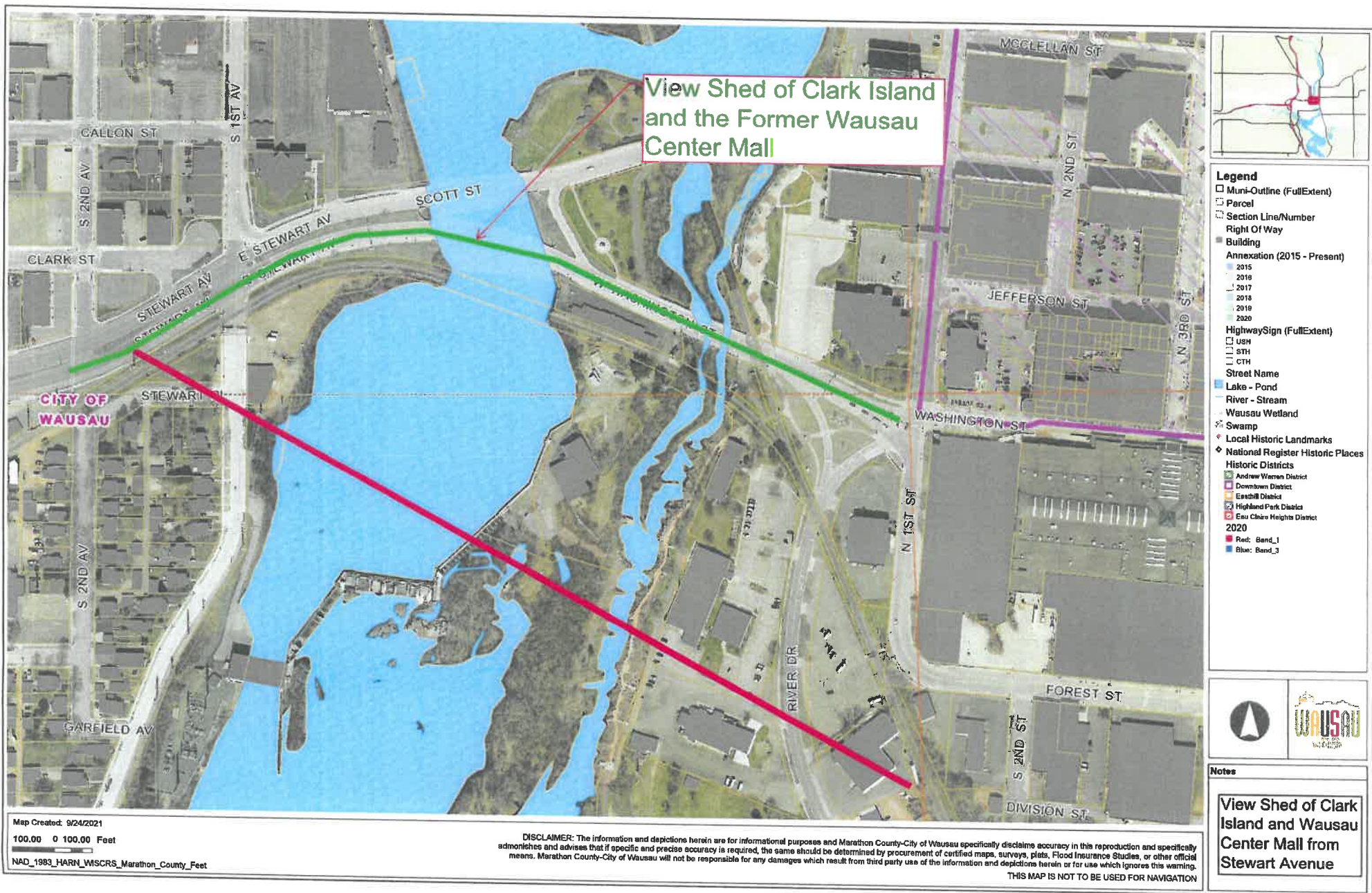
Exhibit 3 Sewer Line

Exhibit 4 Amendment

Exhibit 5 Street Design

Exhibit 6 Wausau Central Business District Master Plan
February 28, 2000
Near West Side Master Plan
November 2007
Requirements: Urban Mixed-Use Zoning District

Exhibit 1







Current View



Future View



Exhibit 2

RUNKEL ABSTRACT & TITLE CO.

522 Scott Street/P.O. Box 1303
Wausau, Wisconsin 54402-1303
Phone (715) 845-4646 Fax (715) 845-6072
Email Address - info@runkel.com

Member of
American Land Title Association
Wisconsin Title Association

Agent for
Chicago Title Insurance Company

Letter Report LR61584

September 21, 2021

Ghidorzi Construction Company LLC
Attn: Chuck Ghidorzi
2100 Stewart Ave., Suite 300
Wausau, WI 54403

Dear Chuck:

We have made a title check to the following described property and find the following information relative thereto:

Effective

Date of Search: September 20, 2021 at 8:00 A.M.

Legal

Description: That part of Government Lot four (4) of Section twenty-six (26), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the intersection of the South line of Stewart Avenue extended East, in the City of Wausau, with the East line of First Avenue, also called Harrison Boulevard; thence East, along the South line of Stewart Avenue extended East, 48 feet; thence Northeasterly, by an angle to the right of 113° and 59', 139 feet; thence Northeasterly, by an angle to the left of 168° and 24', 173.3 feet; thence Northeasterly, by an angle to the left of 135° and 45', 95.2 feet; thence Northeasterly, by an angle to the right of 149° and 12', 41.3 feet to the Southerly line of the right-of-way of the Chicago and Northwestern Railway Company; thence Southwesterly, along said Southerly line of said railroad right of way, 347 feet, more or less, to the intersection of said Southerly line of said railroad right of way and the Easterly line of said First Avenue; thence South, along said Easterly line of First Avenue, 211.9 feet to the place of beginning; excepting that part described in Deed recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Deed Book 383 on page 64; and excepting the rights and privileges granted to the City of Wausau for sewage purposes by agreement recorded in said Register's office in Deed Book 305 on page 570; excepting any part thereof used for highway purposes; and subject to easements of record.

AND

That part of Lot one (1) in Block one (1) of Stewart and Alexander's 2nd Add. to Wausau; and also that part of the unplatted portion of Government Lot four (4) of Section twenty-six (26), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin, bounded and described as follows:

Beginning at the intersection of the South line of Stewart Avenue extended East, in the City of Wausau, with the East line of First Avenue, also called Harrison Boulevard; thence East, along said South line of Stewart Avenue extended East, 48 feet; thence Northeasterly, by an angle to the right of 113° and 59', 139 feet; thence West 102.35 feet to a point on the East line of First Avenue, also called Harrison Boulevard, which is 128.7 feet North of the point of beginning; thence South, on and along the East line of First Avenue, 128.7 feet to the point of beginning; EXCEPTING therefrom, however, the rights and privileges granted to the City of Wausau for sewage purposes, by Agreement recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Deed Book 305 on page 570; also EXCEPTING the rights and privileges contained in a Warranty Deed recorded in said Register's office in Deed Book 378 on page 273; and subject to easements of record.

**Title of
Record in:**

City of Wausau, a Wisconsin municipal corporation, by Special Warranty Deed dated April 1, 2014 and recorded in the office of the Register of Deeds for Marathon County, Wisconsin, on April 2, 2014, as Document No. 1668448; and
City of Wausau, a municipal corporation, by Warranty Deed dated October 26, 2016 and recorded in said Register's office on October 26, 2016, as Document No. 1724509. (Copies attached)

Easements:

Agreement dated January 9, 1940 and recorded in said Register's office on May 14, 1942 in Deed Book 305 on page 570. (Copy attached)

Easement dated November 14, 1951 and recorded in said Register's office on March 28, 1952 in Deed Book 378 on page 273, as Document No. 443251. (Copy attached)

Easement dated July 6, 1984 and recorded in said Register's office on July 13, 1984 in Micro-Record 386 on page 842, as Document No. 820937. (Copy attached)

Easement dated April 11, 1996 and recorded in said Register's office on May 29, 1996 in Micro-Record 742 on page 274, as Document No. 1074988. (Copy attached)

Temporary Limited Easement dated February 3, 2016 and recorded in said Register's office on March 10, 2016, as Document No. 1709852. (Copy attached)

Quit Claim Deed dated January 9, 2019 and recorded in said Register's office on January 10, 2019, as Document No. 1773087. (Copy attached)

**Transportation
Plat:**

Transportation Project Plat No: 6999-03-28-4.04 recorded in said Register's office on March 17, 2015, as Document No. 1688152.

Transportation Project Plat No: 6999-03-28-4.04 Amendment No: 1, recorded in said Register's office on April 3, 2015, as Document No. 1689206.

Transportation Project Plat No: 6999-03-28-4.04 Amendment No: 2, recorded in said Register's office on January 22, 2016, as Document No. 1707530. (Copies attached)

Transportation Project Plat No: 6999-18-03-4.03 recorded in said Register's office on June 19, 2018, as Document No. 1760657. (Copy attached)

Property

Address: 415 S. 1st Ave., Wausau, WI 54401

Mortgages: None.

Ghidorzi Construction Company LLC
Wausau, WI

-3-

**Liens,
Judgments,
etc.:**

None.

Taxes: Real estate taxes for the year 2020 are not assessed.

Parcel No.: 59-262907-0GL-004-19-00

Tax Key: 2907-264-970

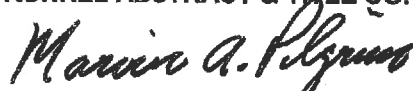
PIN: 291-2907-264-0970

In any further correspondence regarding this transaction, please refer to LR61584.

This report does not reflect a detailed examination of, and does not show recitals contained in instruments of which copies are not attached hereto and proceedings of record affecting title to the above described premises. We make no representation as to the legal or marketable quality of said title which can be determined only by a title insurance policy or a complete abstract of title and attorney's opinion. This report is charged at a reduced rate to reflect the limited search involved in its preparation, therefore, the liability of RUNKEL ABSTRACT & TITLE CO. under this report shall not exceed \$1,000.00, or the actual loss of the applicant, whichever is less.

Very truly yours,

RUNKEL ABSTRACT & TITLE CO.



Marvin A. Pilgrim, President

MAP:ss

State Bar of Wisconsin Form 6-2003
SPECIAL WARRANTY DEED



DOC# 1668448

Document Number

Document Name

THIS DEED, made between Community Financial Bank, a Wisconsin banking corporation
("Grantor," whether one or more), and
the City of Wausau, a municipal corporation of the State of Wisconsin
("Grantee," whether one or more).
Grantor for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Marathon County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See attached Addendum A.

TRANSFER

570.00
FEE

Recording Area

Name and Return Address
City of Wausau
City Attorney's Office
407 Grant Street
Wausau, WI 54403

RATCO Pda \$30 TT 570

37-291-4-2907-264-0991 ✓

Parcel Identification Number (PIN)

This is not ☐ homestead property.
(is) (is not)

Grantor warrants that the title to the Property is good, indefeasible, in fee simple and free and clear of encumbrances arising by, through, or under Grantor, except:

any municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing.

Dated April 1, 2014

Community Financial Bank

By:

(SEAL)

(SEAL)

* Mike Cummings, President and CEO

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s)

authenticated on

ACKNOWLEDGMENT

STATE OF WISCONSIN

MARATHON

COUNTY

)
) ss.

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,

authorized by Wis. Stat. § 706.06)

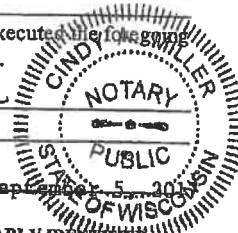
THIS INSTRUMENT DRAFTED BY:

Rebecca L. Pilgrim
Attorney at Law

Personally came before me on April 1, 2014,
the above-named Mike Cummings, President and CEO,
Community Financial Bank
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

* Cindy A. Miller

Notary Public, State of Wisconsin
My Commission (is permanent) (expires September 5, 2015)



(Signatures may be authenticated or acknowledged. Both are not necessary.)
NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
SPECIAL WARRANTY DEED
© 2003 STATE BAR OF WISCONSIN
FORM NO. 6-2003

* Type name below signatures.

That part of Government Lot four (4) of Section twenty-six (26), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the intersection of the South line of Stewart Avenue extended East, in the City of Wausau, with the East line of First Avenue, also called Harrison Boulevard; thence East, along the South line of Stewart Avenue extended East, 48 feet; thence Northeasterly, by an angle to the right of 113° and $59'$, 139 feet; thence Northeasterly, by an angle to the left of 168° and $24'$, 173.3 feet; thence Northeasterly, by an angle to the left of 135° and $45'$, 95.2 feet; thence Northeasterly, by an angle to the right of 149° and $12'$, 41.3 feet to the Southerly line of the right-of-way of the Chicago and Northwestern Railway Company; thence Southwesterly, along said Southerly line of said railroad right of way, 347 feet, more or less, to the Intersection of said Southerly line of said railroad right of way and the Easterly line of said First Avenue; thence South, along said Easterly line of First Avenue, 211.9 feet to the place of beginning; excepting that part described in Deed recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Deed Book 383 on page 64; and excepting the rights and privileges granted to the City of Wausau for sewage purposes by agreement recorded in said Register's office in Deed Book 305 on page 570; excepting any part thereof used for highway purposes; and subject to easements of record.

Tax Key: 2907-264-991 PIN: 37-291-4-2907-264-0991 ✓



DOC# 1668448

State Bar of Wisconsin Form 1-2003
WARRANTY DEED



DOC # 1724509

Document Number

Document Name

THIS DEED, made between West Side Battery & Electric Service, Inc. a/k/a West Side Battery and Electric Service, Inc., a Wisconsin corporation
("Grantor," whether one or more),
and City of Wausau, a municipal corporation
("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Marathon County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See attached Exhibit A

TRANSFER
\$ 600.00
FEE

Recording Area

Name and Return Address

City of Wausau
Attn: Tammy Stratz
407 Grant St.
Wausau, WI 54403

Ratco Pl. Cl. # 30 TT#600

291-2907-264-0990 GL #4

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: any municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing.

Dated October 26, 2016

(SEAL) William A. Zerneke (SEAL)
* William A. Zerneke, President

(SEAL) * _____ (SEAL)

AUTHENTICATION

Signature(s) _____

authenticated on _____

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Rebecca L. Pilgrim
Attorney at Law

ACKNOWLEDGMENT

STATE OF WISCONSIN)

MARATHON)

COUNTY) ss.

Personally came before me on October 26, 2016

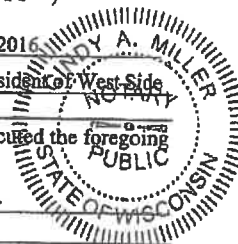
the above-named William A. Zerneke, President of West Side Battery & Electric Service, Inc.

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

Cindy A. Miller
* Cindy A. Miller

Notary Public, State of Wisconsin

My Commission (is permanent) (expires: 9/5/2017)



(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

© 2003 STATE BAR OF WISCONSIN

FORM NO. 1-2003

* Type name below signatures.

Exhibit A

West Side Battery/City of Wausau

Legal Description:

That part of Lot one (1) in Block one (1) of Stewart and Alexander's 2nd Add. to Wausau; and also that part of the unplatted portion of Government Lot four (4) of Section twenty-six (26), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin, bounded and described as follows:

Beginning at the intersection of the South line of Stewart Avenue extended East, in the City of Wausau, with the East line of First Avenue, also called Harrison Boulevard; thence East, along said South line of Stewart Avenue extended East, 48 feet; thence Northeasterly, by an angle to the right of 113° and $59'$, 139 feet; thence West 102.35 feet to a point on the East line of First Avenue, also called Harrison Boulevard, which is 128.7 feet North of the point of beginning; thence South, on and along the East line of First Avenue, 128.7 feet to the point of beginning; EXCEPTING therefrom, however, the rights and privileges granted to the City of Wausau for sewage purposes, by Agreement recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Deed Book 305 on page 570; also EXCEPTING the rights and privileges contained in a Warranty Deed recorded in said Register's office in Deed Book 378 on page 273; and subject to easements of record.



DCC # 1724509

Wisconsin Public Service Corporation, a Wisconsin corporation,
by J. P. Pulliam, President and
D. W. Faber, Secretary

with

City of Wausau, a Wisconsin
Municipal Corporation, by Aug. C.
Polster, Mayor, and Jay L. Brown,
City Clerk.

Agreement

Consideration \$1.00

Dated January 9, 1940

Recorded May 14, 1942

In volume 305, page 570

Recites: Whereas, the grantee
desires to lay and maintain a
sewer through the property of
the grantor hereinafter described
along the route shown on the
attached blue print,

Now, therefore, in consideration
of the sum of \$1.00 in hand paid

grantor by grantee and the covenants hereinafter contained, the said
grantor does hereby grant and convey to said grantee the perpetual right
to lay, maintain, operate, and repair sewer pipes necessary for the
disposal of sewage through land in the City of Wausau, Marathon County,
Wisconsin, described as follows:

All that part of Lot 4 Sec 26 Tp 29 N R 7 E, which lies South
of the right of way of the Chicago and Northwestern Railway
Company and East of First Ave., excepting therefrom that part
which is contained in the following description, to-wit:
Commencing at the Northeast corner of Lot 2 in Block 2 of
Alexander Stewart 2nd Addition to the City of Wausau and
running South 285½ ft.; thence East 60 feet to the Southwest
corner of Lot sold to John Goegline described in Deed recorded
in the office of the Register of Deeds in and for Marathon
County in Vol. 26 of Deeds, page 242, this establishes the
Northwest corner; thence running South 70 feet, thence East
120 feet, thence North 70 feet, thence West 120 feet to the
place of beginning;

along the route shown on the attached blue print marked "Exhibit B" which
is made a part hereof; together with the right to cast up dirt on said
premises incidental to laying, maintaining, and repairing said sewer and
the right of ingress and egress for the purpose of repairing, removal,
examination and maintenance of said sewer.

Subject, however, to the right of grantor to use said property for any and
all purposes connected with or incidental to its business;

Grantee for itself, its successors and assigns covenants and agrees:

1. That it will give reasonable notice to grantor to move any guys and
poles along the route of said sewer that must be moved in laying of the
sewer and promptly pay and reimburse grantor for its expense in moving
such guys and poles together with all expense incidental thereto;
2. That it will hold harmless from liability and indemnify and reimburse
grantor for loss or expense of every kind and nature resulting from or
incidental to the laying, construction, maintenance or repair of said
sewer or the presence of persons (including frequenters) incidental to
the construction, maintenance and repair of said sewer.

Corporate seals affixed.

Signed by all parties above named, and in addition thereto said instrument
is approved by E. P. Gorman, City Attorney, and is countersigned by
Aug. C. Polster, Acting Comptroller. Acknowledged only by grantor.

(Note: See page 59 following for copy of blueprint marked "Exhibit B"
which is attached to above instrument.)

-----0000000000-----

GALLON STREET

CLARK STREET

STEWART AVENUE

CLINTON STREET

STREET AVENUE

WISCONSIN PUBLIC SERVICE CORPORATION
PART OF COR. LOT 4-26-28-7

WISCONSIN RIVER

NOTE:

This sewer is below elevation 1190.5 referred to as 12W which is shown on the hydrant located on Clark Ave. 267' South of Stewart Ave. E. of B.A. 1218-77

EXHIBIT D

AWAY BY: N.A.R.	WISCONSIN PUBLIC SERVICE CORPORATION	DATE: DEC. 8, 1955
MADE BY: N.A.R.	MAP SHOWING ROUTE OF SEWER ACROSS	SCALE: 1"=100'
CHECKED BY: G.F.	WISCONSIN PUBLIC SERVICE CORPORATION PROPERTY	AA-4777-N
PROVED BY:	NORTH OF WAUSAU WEST HYDRO PLANT, WAUSAU, WIS.	

3/28/52-313

443251

THIS INDENTURE, made by WISCONSIN PUBLIC SERVICE CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, grantor, having its principal office at Milwaukee, Wisconsin, hereby conveys and warrants to H. R. RAKOW, grantee, of Marathon County, Wisconsin, for the sum of ONE DOLLAR and other valuable consideration, the following tract of land in Marathon County, State of Wisconsin:

Commencing at the intersection of the South line of Stewart Avenue extended East, in the City of Wausau, with the East line of First Avenue, also called Harrison Boulevard, the point of beginning; thence Easterly along said South line of Stewart Avenue extended East, 48 feet to a point; thence Northeast by an angle to the right of 113 degrees 59 minutes, 139 feet to a point; thence Northeasterly by an angle to the left of 168 degrees, 24 minutes, 173.3 feet; thence Northeasterly by an angle to the left of 135 degrees, 45 minutes, 95.2 feet; thence Northeasterly by an angle to the right of 149 degrees, 12 minutes, 41.3 feet to the Southerly line of the right of way of the Chicago & Northwestern Railway; thence Southwesterly along said Southerly line of said railroad right of way, 347 feet more or less to the intersection of said Southerly line of said railroad right of way with the Easterly line of said First Avenue; and thence South along said Easterly line of First Avenue 211.8 feet to the place of beginning, as shown by the attached survey.

By the acceptance of this conveyance the grantee, his heirs, executors and assigns, agrees to fill along the river bank along the Easterly boundary of the premises above described to a line marked A, B, C, D designated in red on the attached survey, level with the surface of the property to the West, said fill to be completed within one year from date of this instrument.

Subject to the easement granted to the City of Wausau for sewage purposes dated January 9, 1940, recorded May 14, 1942, in Volume 305 on page 570 in the office of the Register of Deeds of Marathon County, Wisconsin.

Reserving all flowage rights and the right to maintain all poles for electric distribution lines and anchors and guy wires thereto attached, now on the premises.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed by H. P. Taylor, its Vice President, and countersigned by D. W. Faber, its Secretary, at



Milwaukee, Wisconsin, and its corporate seal to be hereunto affixed.

This day of November 14, 1951

WISCONSIN PUBLIC SERVICE CORPORATION

H. P. Taylor Vice President



D. W. Faber Secretary

Executed by Wisconsin Public Service Corporation
in presence of:

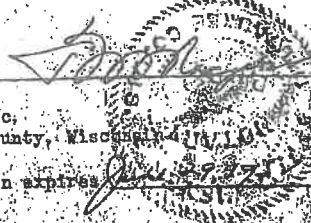
George Mannes

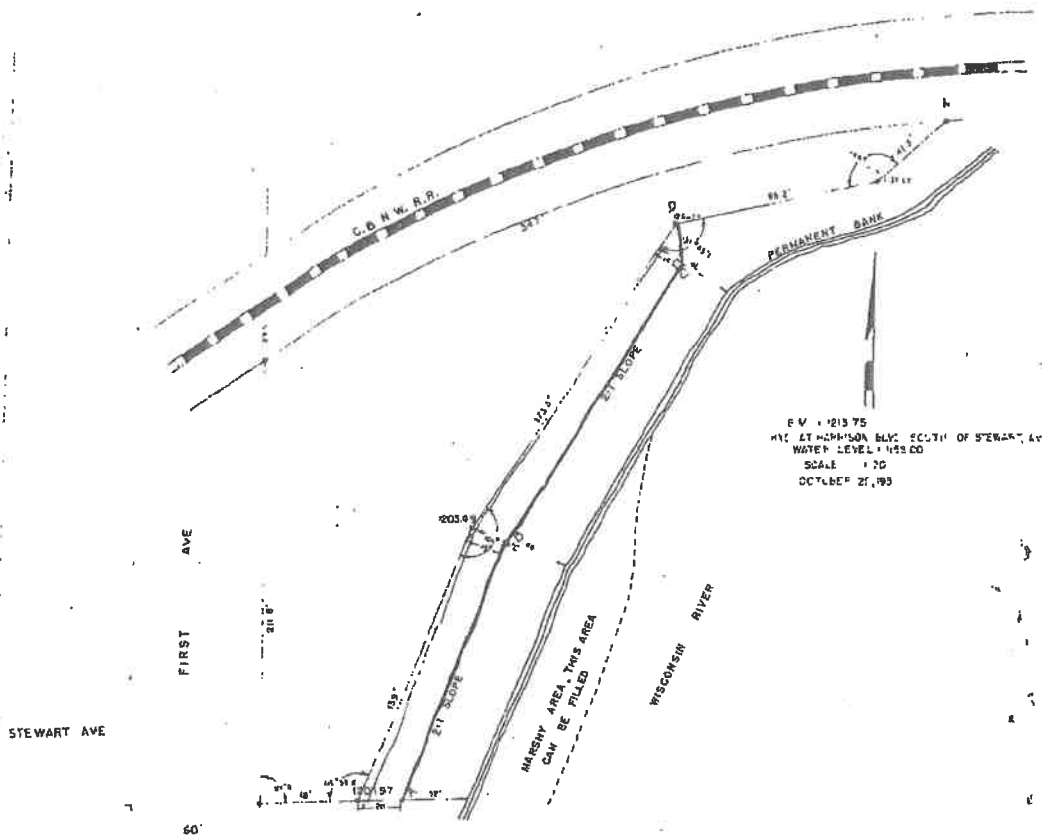
J. D. Niemzya

STATE OF WISCONSIN)
MILWAUKEE COUNTY) (SS

Personally came before me this 14th day of November
A. D. 1951, the above named H. P. Taylor Vice President
and D. W. Faber Secretary of the Wisconsin Public Service Corporation,
to me known to be the persons who executed the foregoing instrument, and
acknowledged that they executed and delivered the same as and for the act and
deed of said corporation.

Notary Public,
Milwaukee County, Wisconsin
My commission expires Jan 1, 1952





E.V. 1213.75
 H.W. AT HARRISON BLVD. SOUTH OF STEWART AVE
 WATER LEVEL 1155.00
 SCALE 1" = 50'
 OCTOBER 27, 1953

RECORD FOR RECORD
 H.W. 1213.75
 Andrew
 Engineer at Chicago

HARRISON BLVD

24529-7

386-842 82C937

7-13-84

DOCUMENT NO.

INDIVIDUAL
CONVEYANCE OF
EASEMENT
386 PAGE 842

REGISTER'S OFFICE
THIS SPACE RESERVES FOR RECORDING DATA

'84 JUL 13 PM 2 11
Volume 386 of MICRO-
RECORDS on page 842
Robert J. Desnoyers
REGISTER

FOR A VALUABLE CONSIDERATION, Roland E. Zerneke
and Clara M. Zerneke, his wife, as tenants in common

("Grantor") hereby conveys and quit claims to General Telephone Company of Wisconsin, a Wisconsin Corporation, its successors and assigns, ("Grantee"), for a valuable consideration, an easement to construct, use, maintain, operate, alter, add to, repair, replace, and/or remove its facilities consisting of ~~underground cables and wires, underground conduits and manholes, and appurtenances for communication and/or other purposes upon, over, in, under, across, and along that certain real property in the City of Wausau~~ : Marathon County, City, Village, or Town

RETURN TO John J. Desnoyers
General Telephone Co. of Wisconsin
413 McClellan Street
WAUSAU, WI. 54401

State of Wisconsin, described as follows:

The South ten (10) feet and the Easterly ten (10) feet of the following described parcel of land:
That part of Lot One (1) of Stewart and Alexander's 2nd Addition to Wausau, according to Plat thereof recorded in Volume 3 of Plats, on page 21, in the office of the Register of Deeds for Marathon County, Wisconsin, and also that part of the unplatted portion of Government Lot Four (4) of Section Twenty-six (26) in Township Twenty-nine (29) North, Range Seven (7) East, bounded and described as follows: Commencing at the intersection of the South line of Stewart Avenue, also called Harrison Boulevard; thence East, along said South line of Stewart Avenue extended East, Forty-eight (48) feet; thence North-easterly, by an angle to the right of One Hundred Thirteen degrees (113°) Five-nine minutes (59'), One Hundred Thirty-nine (139) feet; thence West, One Hundred two and Thirty-five hundredths (102.35) feet, to a point on the East line of First Avenue, also called Harrison Boulevard which is One Hundred Twenty-eight and Seven tenths (128.7) feet North of the place of beginning; thence South, on and along the East line of First Avenue One Hundred Twenty-eight and seven tenths (128.7) feet, to the place of beginning.

The Grantee, its successors and assigns, shall have the right of ingress to and egress from the land of the Grantor for the purpose of exercising the rights herein granted ~~and the right to use the same for the purpose of installing, maintaining, operating, altering, repairing, replacing, and/or removing its facilities consisting of underground cables and wires, underground conduits and manholes, and appurtenances for communication and/or other purposes upon, over, in, under, across, and along that certain real property in the City of Wausau~~

Grantor covenants not to erect any structure upon the aforesaid real property that would interfere with Grantee's use of said easement and this covenant shall be binding upon Grantor's heirs, successors, and assigns.

DATED: July 6, 1984

should be Blk 1

Roland E. Zerneke (SEAL)
Roland E. Zerneke
Name typed or printed
Clara M. Zerneke (SEAL)
Clara M. Zerneke
Name typed or printed

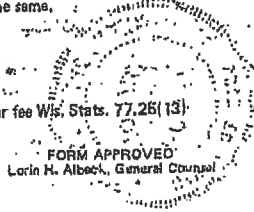
Exchange Wausau Main 4850
Work Order No. 4850 E 36-474-4

Name typed or printed
Name typed or printed

STATE OF WISCONSIN
County of Marathon ss.

On July 6, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared Roland E. Zerneke and Clara M. Zerneke his wife known to me to be the person s whose name s is/are subscribed to the within instrument, and acknowledged to me that he y executed the same.

RECORDED
JUL 13 1984
ROBERT E. GERNETZKY
Register of Deeds



John J. Desnoyers
John J. Desnoyers
Name typed or printed
Notary Public State of Wisconsin
My Commission (Expires) (in) AUGUST 20, 1986
This instrument was drafted by General Telephone Company of Wisconsin
By John J. Desnoyers

M-47 (Rev. 1/78)
RC 3310

742-274

5-29-96

26-29-7

Form 159-6938 Rev. 5-93 24681	DOCUMENT NUMBER VOL 742 PAGE 274	RECORDING DATA
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ELECTRIC DISTRIBUTION SYSTEM EASEMENT

THIS INDENTURE, made this 11 day of April, 1996, between Larry E. Oconnor & Sharon A. Oconnor

hereinafter called "Grantor" for and in consideration of One and 00/100

 Dollars (\$1.00) to it paid by WISCONSIN PUBLIC SERVICE CORPORATION and

 hereinafter called "Grantee", receipt whereof is hereby acknowledged, does hereby grant unto said Grantee, its successors and assigns, the perpetual right, permission, authority and privilege to construct, install, operate, maintain and replace underground and/or overhead facilities with necessary and usual appurtenant equipment, all for the purpose of transmitting electrical energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used, and for communication service upon, over, across, within, and above and/or beneath certain easement areas as shown below, or on attached Exhibit "A", on land owned by said Grantor in the City of Wausau, County of Marathon, State of Wisconsin, described as follows, to-wit:

Part of government Lot 4: Stewart & Alexanders 2nd addition.

A 5 foot easement strip as shown on Exhibit "A".

Actual as installed.
(SEE LEGAL DESCRIPTION ATTACHED.)

Tax Parcel No..

526-29-7 624

Together with the right from time to time to enter upon said premises for the purpose of constructing such facilities and changing, repairing, or removing the same, and the right from time to time to trim or remove such trees as in the judgment of the Grantee, its successors and assigns, may interfere with or endanger said line.

1074988
OCONNOR/WI PUBLIC SRU
REGISTER'S OFFICE
MARATHON COUNTY, WI
05-29-1996 09:48 AM

VOLUME 142 OF MIC

RECORDS ON PAGE 276

Michael J. Sydnor

Return to: *Der Purbpe*
Wis. Public Service
Corp
Real Estate Dept.
P.O. Box 19002 - *La. Bay, WI*

Refund 2.00

09-4-0907.264.0991

The Grantor shall give reasonable notice to the Grantee, in writing, of any trees, buildings, or other objects being placed within the bounds of the easement which would interfere with the operation or maintenance of the aforementioned electric and/or communication facilities and of any change in grade of land cover of six (6) inches or more within the bounds of the easement. The said Grantor further agrees that all costs incurred through the relocation of said line to avoid such trees, buildings, or other objects or to obtain proper depth of land cover shall be borne by the Grantor.

The covenants herein contained shall bind the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, said Grantor has executed this document on the day and year first above written.

Sharon A. O'Connor (Seal)
 Sharon A. O'Connor
Terry E. O'Connor (seal)
 Terry E. O'Connor

STATE OF Wisconsin

COUNTY OF Marathon

Personally came before me this 6 day of May, 1996
 the above-named _____
 _____ to me known to be grantor who executed the foregoing
 instrument and acknowledged the same.

Virginia K. Storms
 Notary Public, State of Wisconsin
 My Commission expires: 12/15/96

This instrument drafted by: Terry Traska

WISCONSIN PUBLIC SERVICE CORPORATION

Check No. _____
 Project: 61-588-03
 Location: Wausau

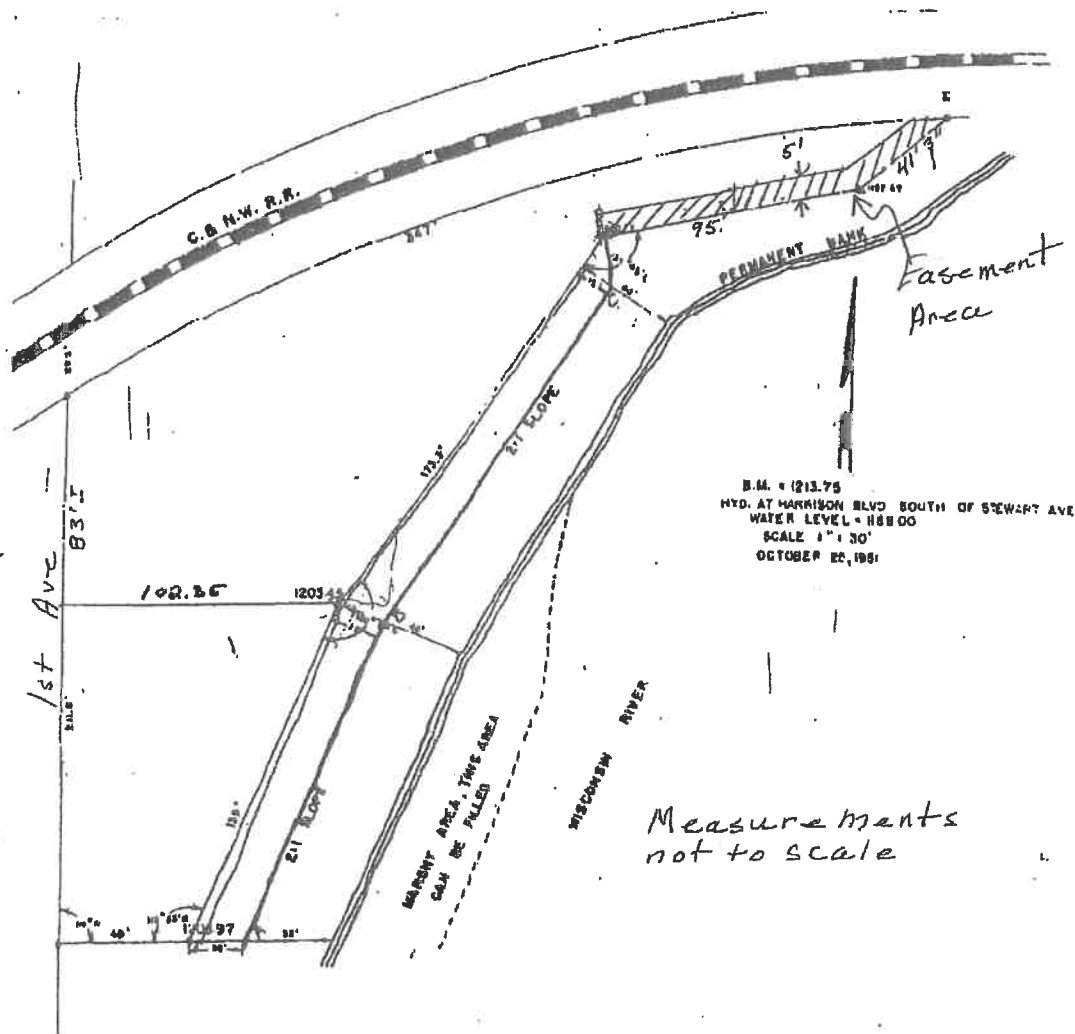


Exhibit "A"

STATE OF WISCONSIN - MARATHON COUNTY
RECORDED
03/10/2016 9:35:30 AM
MICHAEL J. SYDOW, REGISTER OF DEEDS

TEMPORARY LIMITED EASEMENT

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



DOC# 1709852

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

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

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

Legal description:

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

This space is reserved for recording data

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

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

BL. 4. 26. 29. 07

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

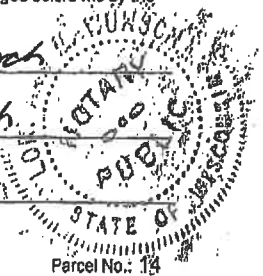
James E. Tipple 2/3/16
Signature Date
James E. Tipple, Mayor
Print Name

Toni Rayala 2/3/16
Signature Date
Toni Rayala, Clerk
Print Name
February 3, 2016
Date

State of Wisconsin }
Marathon County } ss.

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

Lori Ann M. Wunsch
Signature, Notary Public, State of Wisconsin
Lori Ann M. Wunsch
Print Name, Notary Public, State of Wisconsin
February 10, 2018
Date Commission Expires



Project ID: 6999-03-28

This instrument was drafted by: SRF Consulting Group, Inc.

Parcel No.: 13

LEGAL DESCRIPTION

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

Property interests and rights of said Parcel 14 consist of:

Temporary limited easement.

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



A1709852 2 2

DOC# 1709852

QUIT CLAIM DEED

Exempt from fee [s. 77.25(2r) Wis. Stats.]
RE1562 10/2018

THIS DEED, made by **City of Wausau** GRANTOR, quit claims the property described below to the **City of Wausau**, GRANTEE, for the sum of One dollar and other valuable consideration (\$1.00) for the purpose of public road right of way.

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

This is **not** homestead property.

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

RECORDED

January 10, 2019 11:57 AM

DEAN J. STRATZ, REGISTER OF DEEDS

EXEMPT: 77.25(2R)

DOC# 1773087 PAGES: 2

1773087

This space is reserved for recording data

Return to

Becher-Hoppe Associates

Cheryl Schroeder

330 N. 4th Street

Wausau, WI 54403

Parcel Identification Number/Tax Key Number

291-2907-264-0990, 291-2907-264-0991

Signature

Robert B. Mielke, City of Wausau Mayor

Print Name

Signature

Toni Rayala, City of Wausau Clerk

Print Name

Date

Date

Date

State of Wisconsin

Marathon

County)

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

Signature, Notary Public, State of Wisconsin

Print Name, Notary Public, State of Wisconsin

Date Commission Expires

Project ID
6999-18-03

This instrument was drafted by
Cheryl Schroeder on behalf of City of Wausau

Parcel No.
78

LEGAL DESCRIPTION

Parcel 78 of Transportation Project Plat 6999-18-03 – 4.03, recorded as Document 1760657, recorded in Marathon County, Wisconsin.

Property interests and rights of said Parcel 78 consist of:

Fee Simple.

Temporary Limited Easement.

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

#1688152

ACCEPTED FOR RECORDING AND FILING IN THE OFFICE OF THE REGISTER OF DEEDS IN MARATHON COUNTY, WISCONSIN AT 5:42 PM ON 03/13/2015. AS ORDERED BY JUDGE JAMES E. TYPPEL, JR. FILED IN END 7. JAMES E. TYPPEL, JR. REGISTER OF DEEDS

TRANSPORTATION PROJECT PLAT NO: 6999-03-28 - 4.04

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

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

RELOCATION ORDER 5TH ST, MARATHON COUNTY

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

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 82.22, WISCONSIN STATUTES, THE CITY OF WAUSAU

1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS Laid OUT AND ESTABLISHED TO THE LINES AND NOTICES AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF WAUSAU PURSUANT TO THE PROVISIONS OF SECTION 82.22, WISCONSIN STATUTES.

UTILITY INTERESTS REQUIRED		
UTILITY	INTEREST REQUIRED	INTEREST REQUIRED
100	CITY OF WAUSAU (ELECTRIC)	RELEASE OF RIGHTS
200	WAUSAU COMMUNITY AREA NETWORK	RELEASE OF RIGHTS
300	WISCONSIN PUBLIC SERVICE CORPORATION	RELEASE OF RIGHTS

EASEMENT TABLE		
UTILITY	REQUIRE EASEMENT	REQUIRE EASEMENT
100	NO EASEMENT REQUIRED	NO
200	NO EASEMENT REQUIRED	NO
300	NO EASEMENT REQUIRED	NO

CITY OF WAUSAU

GOV'T LOT 4
SEC 26-29-TE

FOR ADDITIONAL INFORMATION REFER TO THE TITLE SHEET, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN MARATHON COUNTY AS SHEET 2 OF 2 OF DOCUMENT NUMBER 687902.

A. STEWART'S ADDITION TO WAUSAU
BLOCK 8

A. STEWART'S ADDITION TO WAUSAU
BLOCK 1

A. STEWART'S ADDITION TO WAUSAU
BLOCK 2

A. STEWART'S ADDITION TO WAUSAU
BLOCK 3

A. STEWART'S ADDITION TO WAUSAU
BLOCK 4

A. STEWART'S ADDITION TO WAUSAU
BLOCK 5

A. STEWART'S ADDITION TO WAUSAU
BLOCK 6

A. STEWART'S ADDITION TO WAUSAU
BLOCK 7

A. STEWART'S ADDITION TO WAUSAU
BLOCK 8

A. STEWART'S ADDITION TO WAUSAU
BLOCK 9

A. STEWART'S ADDITION TO WAUSAU
BLOCK 10

A. STEWART'S ADDITION TO WAUSAU
BLOCK 11

A. STEWART'S ADDITION TO WAUSAU
BLOCK 12

A. STEWART'S ADDITION TO WAUSAU
BLOCK 13

A. STEWART'S ADDITION TO WAUSAU
BLOCK 14

A. STEWART'S ADDITION TO WAUSAU
BLOCK 15

A. STEWART'S ADDITION TO WAUSAU
BLOCK 16

A. STEWART'S ADDITION TO WAUSAU
BLOCK 17

A. STEWART'S ADDITION TO WAUSAU
BLOCK 18

CITY OF WAUSAU

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

LOT 8

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CITY OF WAUSAU

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CITY OF WAUSAU

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LOT 28

FOUND SURVEY MARKER PIN		
Y= 201,172.940	X= 270,475.670	

FOUND BRASS CAPPED MON.		
Y= 201,189.425	X= 270,566.497	

COORDINATE VALUE PER MARATHON COUNTY RECORDS		
Y= 196,627.810	X= 270,623.410	

STATION - CURVE TABLE		
POINT	STATION	CURVE
1	201.172.940	100.00
2	201.172.940	100.00
3	201.172.940	100.00
4	201.172.940	100.00
5	201.172.940	100.00
6	201.172.940	100.00
7	201.172.940	100.00
8	201.172.940	100.00
9	201.172.940	100.00
10	201.172.940	100.00
11	201.172.940	100.00
12	201.172.940	100.00
13	201.172.940	100.00
14	201.172.940	100.00
15	201.172.940	100.00
16	201.172.940	100.00
17	201.172.940	100.00
18	201.172.940	100.00
19	201.172.940	100.00
20	201.172.940	100.00
21	201.172.940	100.00
22	201.172.940	100.00
23	201.172.940	100.00
24	201.172.940	100.00
25	201.172.940	100.00
26	201.172.940	100.00
27	201.172.940	100.00
28	201.172.940	100.00

STATION - CURVE TABLE		
POINT	STATION	CURVE
1	201.172.940	100.00
2	201.172.940	100.00
3	201.172.940	100.00
4	201.172.940	100.00
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6	201.172.940	100.00
7	201.172.940	100.00
8	201.172.940	100.00
9	201.172.940	100.00
10	201.172.940	100.00
11	201.172.940	100.00
12	201.172.940	100.00
13	201.172.940	100.00
14	201.172.940	100.00
15	201.172.940	100.00
16	201.172.940	100.00
17	201.172.940	100.00
18	201.172.940	100.00
19	201.172.940	100.00
20	201.172.940	100.00
21	201.172.940	100.00
22	201.172.940	100.00
23	201.172.940	100.00
24	201.172.940	100.00
25	201.172.940	100.00
26	201.172.940	100.00
27	201.172.940	100.00
28	201.172.940	100.00

STATION - CURVE TABLE		
POINT	STATION	CURVE
1	201.172.940	100.00
2	201.172.940	100.00
3	201.172.940	100.00
4	201.172.940	100.00
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20	201.172.940	100.00
21	201.172.940	100.00
22	201.172.940	100.00
23	201.172.940	100.00
24	201.172.940	100.00

#1689206

TRANSPORTATION PROJECT PLAT NO: 6999-03-28 - 4.04 AMENDMENT NO: 1
AMENDS PARCEL NO: 13 OF TRANSPORTATION PROJECT PLAT 6999-03-28 - 4.04
RECORDED AS DOCUMENT NO: 1688152 FILED IN CAB 3 PG 540A

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

PART OF LOT 1, BLOCK 9 AND LOT 4, BLOCK 8, A STEWART'S ADDITION TO WAUSAU AND PART OF LOT 1, CSM NO. 2663, DOCUMENT NO. 70570 BEING A PART LOT 1, BLOCK 1, A STEWART'S SECOND ADDITION TO WAUSAU, AND INCLUDING GOVERNMENT LOT 4, SECTION 26, AND PART OF LOT 1, BLOCK 1, STEWART & ALEXANDER'S ADDITION TO WAUSAU, AND LOT 1, BLOCK 3, STEWART & ALEXANDER'S SECOND ADDITION TO WAUSAU LOCATED IN GOVERNMENT LOT 1 SECTION 35, ALL IN TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

RELOCATION ORDER 5TH 52, MARATHON COUNTY

TO PROPERTY (STEWART'S LOT 1), WITH ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF WAUSAU DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS IN LANDS FOR THE ABOVE PROJECT.

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

1. PART PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS Laid OUT AND ESTABLISHED TO THE LINES AND BEINGS AS SHOWN FOR THE ABOVE PROJECT.

2. THE LANDS OR INTERESTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY FOR THE ABOVE PROJECT AND SHALL BE REQUIRED IN THE NAME OF THE CITY OF WAUSAU PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

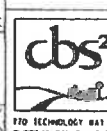
UTILITY INTERESTS REQUIRED		
UTILITY NUMBER	OWNER (S)	INTEREST REQUIRED
200	CITY OF WAUSAU ELECTRIC	RELEASE OF RIGHTS
201	WAUSAU COMMUNITY AREA UTILITIES	RELEASE OF RIGHTS
202	WAUSAU PUBLIC SERVICE CORPORATION	RELEASE OF RIGHTS

GOV'T LOT 4
SEC 26-29-7E

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

SCHEDULE OF LANDS & INTERESTS REQUIRED

PARCEL NUMBER	OWNER (S)	INTEREST REQUIRED	AC. S.F. REQUIRED	AC. S.F. EXISTING	NET AC. S.F.	FILE NO.
1	WAUSAU 100 STEPHEN ST	FEAS. FILE	0	0	0	55
2	WERNER HOLDING COMPANY	FEAS. FILE	0	0	0	103
3	Carroll School (Highway)	FEAS. FILE	10	10	0	41
4	PAGE BLDG	FEAS. FILE	10	10	0	601
5	SALM M. BILFEN	FEAS. FILE	0	0	0	626
6	WISCONSIN CENTRAL LTD.	FEAS. FILE	0	0	0	1101
7	CITY OF WAUSAU	FEAS. FILE	0	0	0	951



LOUANE A. HOLMAN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 62.01 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY OF WAUSAU HAVE SURVEYED AND MAPPED TRANSPORTATION PROJECT PLAT 6999-03-28-4.04 AND THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

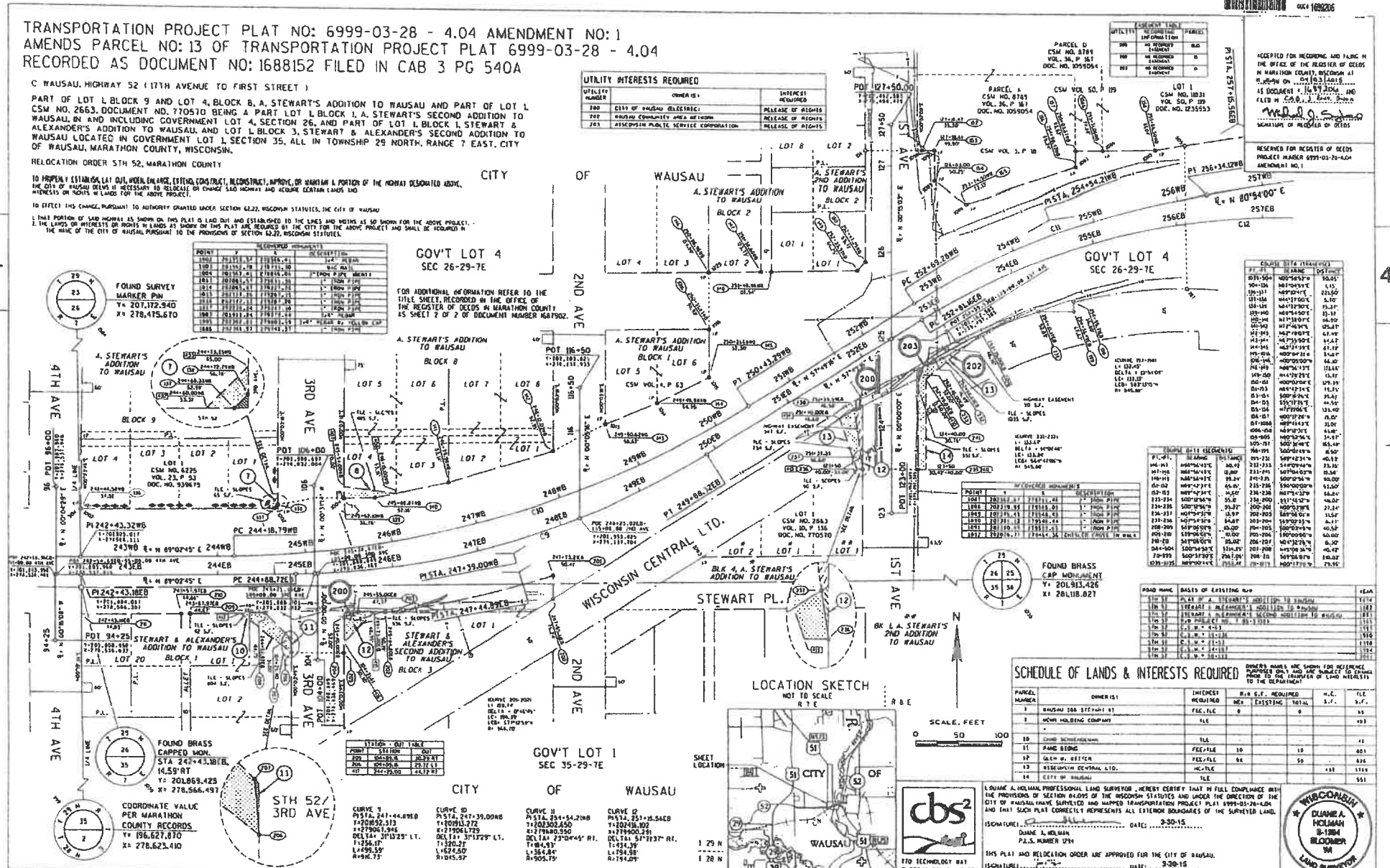
(SIGNATURE) _____ DATE: 3-30-15
DANIE A. HOLMAN
P.L.S. NUMBER 024

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



4

4



RECORDED
June 10, 2018 12:13 PM
DEAN A. STANZ, REGISTER OF DEEDS

DOC# 1789657 PAGE: 1

RECEIVED FOR RECORD 6/11/18

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TRANSPORTATION PROJECT PLAT NO: 6999-18-03 - 4.03

PART OF LOTS 1 THROUGH BLOCK 4, AND LOTS 1 AND 4 THROUGH BLOCK 2, IN STEWART ALEXANDER'S SECOND ADDITION, V. 2 OF PLATS, P. 35, AND PART OF LOT 1, C.S.M. 79, V. 1 OF C.S.M.'S, P. 79, AND BEING IN AND ALSO INCLUDING A PART OF GOV. LOT 1 OF SECTION 35 AND PART OF LOT 1, C.S.M. 2653, V. 10 OF C.S.M.'S, P. 136, DOC. 770570 AND BEING PART OF GOV. LOT 4, OF SECTION 36, ALL IN TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

RELOCATION ORDER C WAUSAU, SOUTH 1ST AVENUE (THOMAS STREET) TO STEWART AVENUE, MARATHON COUNTY

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

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SUBSECTION 62.22, WISCONSIN STATUTES, THE CITY OF WAUSAU HEREBY ORDERS THAT:

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

PC STA = 46+43.15
Y = 200581.588
X = 279053.982
DELTA = 21°05'04"
D = 157'21.3"
T = 65.01'
L = 178.59'
R = 250.00'
PC STA = 45+78.12
Y = 200516.558
X = 279053.812
PT STA = 47+06.71
Y = 200643.216
X = 279087.499
BK = N00°09'00"E
AH = N21°12'04"E

PC STA = 53+83.74
Y = 201273.428
X = 279532.344
DELTA = 10°47'33"
D = 157'21.3"
T = 65.01'
L = 178.59'
R = 250.00'
PC STA = 53+50.58
Y = 201242.604
X = 279532.388
PT STA = 54+15.51
Y = 201351.457
X = 279587.365
BK = N21°12'04"E
AH = N51°59'37"E

PC STA = 56+95.05
Y = 201537.615
X = 279497.385
DELTA = 37°52'27"
D = 20°50'05"
T = 78.84'
L = 153.50'
R = 275.00'
PC STA = 56+16.21
Y = 201470.752
X = 279455.635
PT STA = 57+46.77
Y = 201516.453
X = 279516.453
BK = N51°59'37"E
AH = N00°00'00"E

I, JAMES R. CAMPBELL, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 62.01 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY OF WAUSAU, I HAVE SURVEYED AND TRANSFERRED PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXISTING BOUNDARIES OF THE SURVEYED LANDS.

DATE: 6/11/18
CITY OF WAUSAU

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE CITY OF WAUSAU, WISCONSIN.

DATE: 6/11/18

NOTES:

PORTIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WCRS) MARATHON COUNTY, WISCONSIN. ALL SURVEYED POINTS SHOWN ARE COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

EXISTING HIGHWAY RIGHT-OF-WAY FOR PORTER STREET, GARFIELD AVENUE, STEWART AVENUE, AND SOUTH PART AVENUE ARE SHOWN AS SHOWN HEREIN. ALL DISTANCES ARE BASED ON STEWART ALEXANDER'S SECOND ADDITION PLAT.

ALL TEMPORARY LIMITED EASEMENTS PLAT REQUIRED FOR CONSTRUCTION OF HIGHWAYS, RAILROADS, AND OTHERS.

REFER TO THE TITLE SHEET, RECORDED AS SHEET 3 OF 3 OF TRANSPORTATION PROJECT PLAT PAGE 4.01 AS DOCUMENT # 178274 FOR ADDITIONAL INFORMATION.

COURSE	BEARINGS	DISTANCE
308-309	N00°15'58"W	264.5'
309-310	N00°00'00"E	112.49'
310-311	N58°03'25"E	76.46'
311-312	N00°00'00"E	113.94'
312-313	N00°00'00"W	0.00'
313-314	S00°00'00"W	0.00'
314-315	S00°00'00"W	0.00'
315-316	S00°00'00"W	572.12'
316-317	S33°07'27"W	297.10'
317-318	S17°07'00"W	254.08'
318-319	S89°23'27"W	50.13'
319-320	S89°23'27"W	21.25'
320-321	N00°00'00"E	06.32'
321-322	N15°12'04"E	454.68'
322-323	N17°09'41"E	30.89'
323-324	N07°11'21"E	89.54'
324-325	N17°11'21"E	334.12'
325-326	N17°09'41"E	222.87'
326-327	N07°07'00"E	76.34'
327-328	N07°07'00"E	81.13'
328-329	N07°07'00"E	50.60'



GOV. LOT 1
SECTION 36
T29N R7E

PT. 104 (1.61)

PC. 52-50.68

STATION & OFFSET TABLE

POINT	STATION	OFFSET
308	0+11.30	76.16' LT
309	0+48.15	0.00'
310	0+94.77	31.59' LT
311	0+148.54	31.59' LT
312	0+181.32	31.59' LT
313	0+211.45	31.59' LT
314	0+241.45	31.59' LT
315	0+261.45	31.59' LT
316	0+281.45	31.59' LT
317	0+301.45	31.59' LT
318	0+321.45	31.59' LT
319	0+341.45	31.59' LT
320	0+361.45	31.59' LT
321	0+381.45	31.59' LT
322	0+401.45	31.59' LT
323	0+421.45	31.59' LT
324	0+441.45	31.59' LT
325	0+461.45	31.59' LT
326	0+481.45	31.59' LT
327	0+501.45	31.59' LT
328	0+521.45	31.59' LT
329	0+541.45	31.59' LT
330	0+561.45	31.59' LT
331	0+581.45	31.59' LT
332	0+601.45	31.59' LT
333	0+621.45	31.59' LT
334	0+641.45	31.59' LT
335	0+661.45	31.59' LT
336	0+681.45	31.59' LT
337	0+701.45	31.59' LT
338	0+721.45	31.59' LT
339	0+741.45	31.59' LT
340	0+761.45	31.59' LT
341	0+781.45	31.59' LT
342	0+801.45	31.59' LT
343	0+821.45	31.59' LT
344	0+841.45	31.59' LT
345	0+861.45	31.59' LT
346	0+881.45	31.59' LT
347	0+901.45	31.59' LT
348	0+921.45	31.59' LT
349	0+941.45	31.59' LT
350	0+961.45	31.59' LT
351	0+981.45	31.59' LT
352	1+001.45	31.59' LT
353	1+021.45	31.59' LT
354	1+041.45	31.59' LT
355	1+061.45	31.59' LT
356	1+081.45	31.59' LT
357	1+101.45	31.59' LT
358	1+121.45	31.59' LT
359	1+141.45	31.59' LT
360	1+161.45	31.59' LT
361	1+181.45	31.59' LT
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382	1+601.45	31.59' LT
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387	1+701.45	31.59' LT
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400	1+961.45	31.59' LT
401	1+981.45	31.59' LT
402	2+001.45	31.59' LT
403	2+021.45	31.59' LT
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619		

Exhibit 3

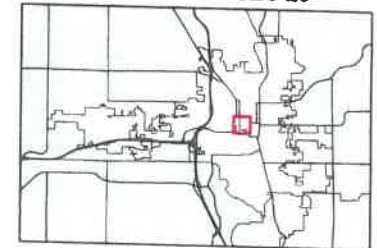
2907264

SEWER UTILITY MAP

(Sanitary Mains & Sanitary Manholes)

City of Wausau**Legend**

- Collector
- Interceptor
- Siphon
- Force
- Abandoned
- Manhole
- Lateral
- Casing
- ⊙ Grease Separator
- ⊙ Cleanout
- ⊙ Lift Station
- ⊙ Diversion Chamber
- ⊙ Flowmeter
- Sanitary Districts
- Road Edge
- Parcels
- Lakes & Rivers
- Small Streams
- Parcels
- Surrounding Municipality

SE 1/4
T29N - R07E - SEC 26Scale: 1:2,400
1 inch equals 200 feet

0 200 400
Feet

Map Date: April 05, 2021

This is NOT a legal survey document.
This is a current interpretation of tax
parcel status.

- NOTES:**
1. Duplication of this map is prohibited without the written consent of the City of Wausau Engineering Dept.
 2. This map was compiled and developed by the City of Wausau and Meridian County WI. The City and County assume no responsibility for the accuracy of the information contained herein.
 3. Map features developed from several sources including, but not limited to aerial photography and GPS.
 4. Parcels of features developed from Meridian County land records.



City of Wausau
Department of Public Works
GIS Division
407 Grant St
Wausau WI 54403
(715) 261-6768 gis@city.wausau.wi.us

252	251	252
253	254	253
352	351	352

2907264

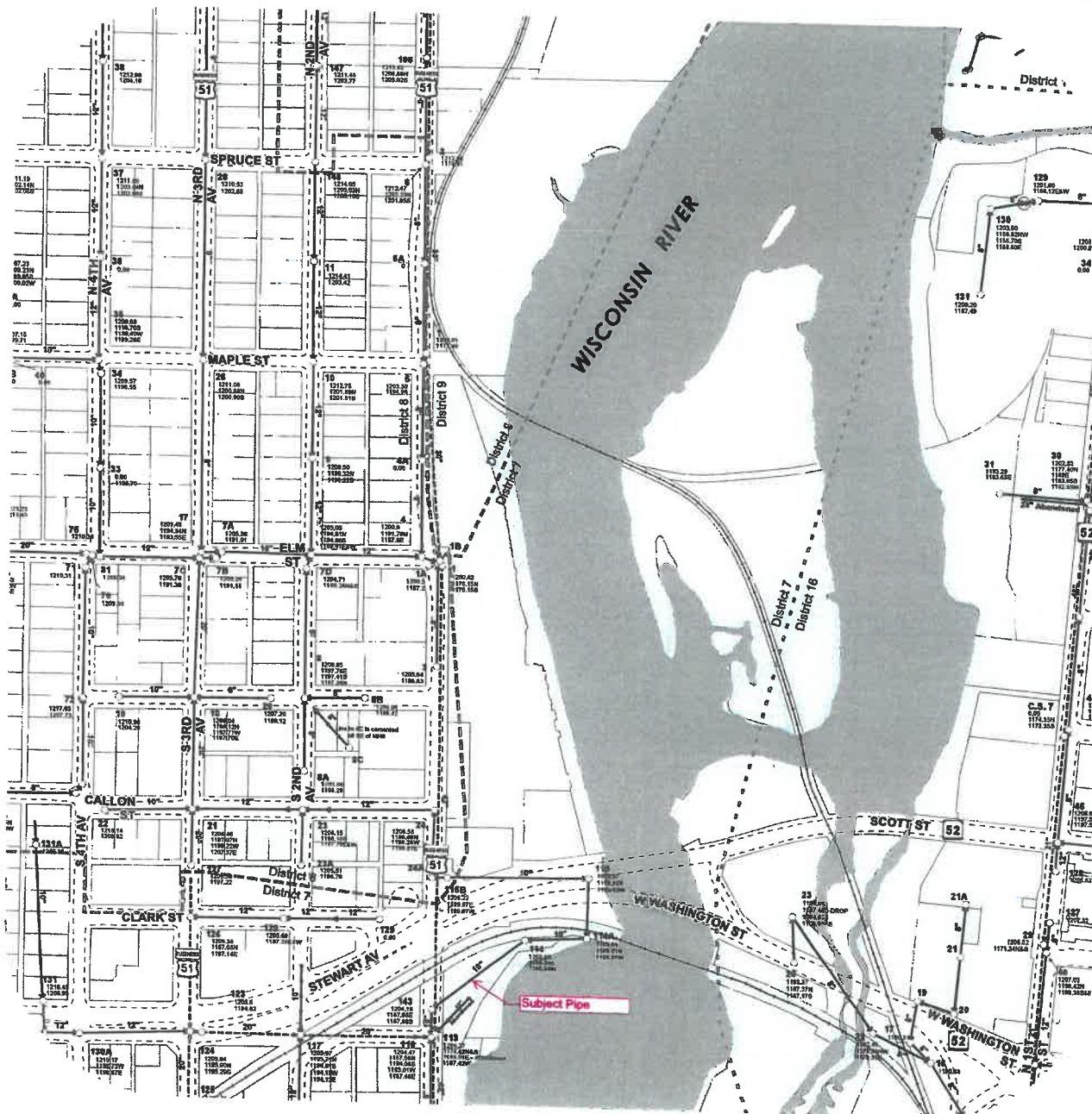
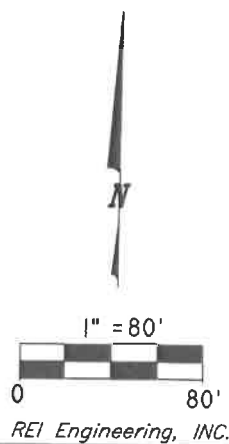
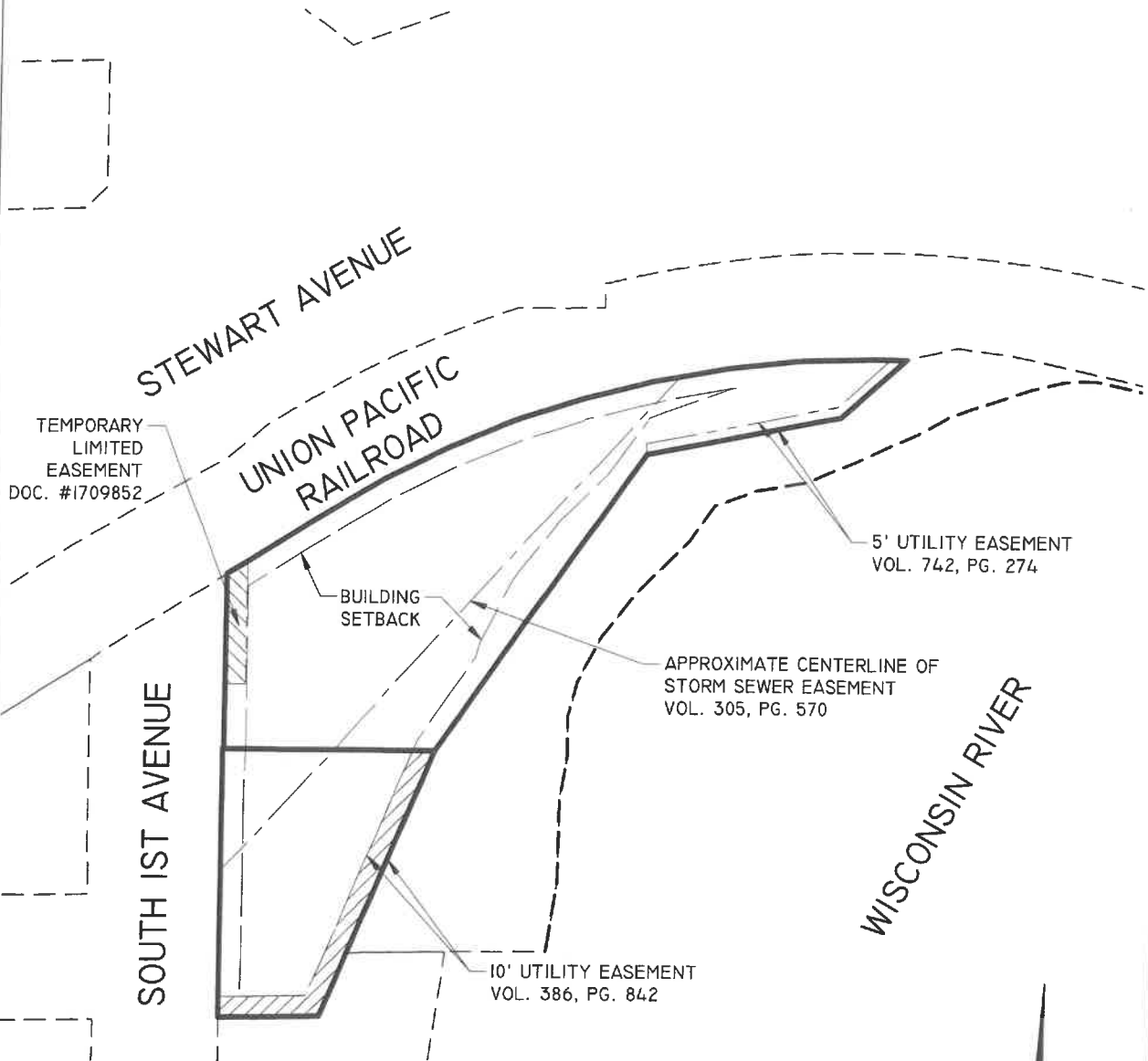


EXHIBIT MAP



REI Engineering, INC.

DRAWING FILE: P:\9400-9799\9485 GHIDR21 MALL\DWG\SURVEY\EASEMENTS IST&STEWART.DWG LAYOUT: EXHIBIT MAP-VERTICAL PLOTTED BY: JESSER

FIGURE : EXHIBIT MAP		
PROJECT NO.	DRAWN BY:	DATE:

Exhibit 4

**FIRST AMENDMENT TO
PURCHASE AND DEVELOPMENT AGREEMENT
(Wausau Center Mall)**

THIS FIRST AMENDMENT TO PURCHASE AND DEVELOPMENT AGREEMENT (this "Amendment") is made as of the 27th day of January, 2021 (the "Effective Date"), by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the "City"), GREATER WAUSAU PROSPERITY PARTNERSHIP, LTD., a Wisconsin non-stock corporation formerly known as Wausau Area Chamber Foundation, Inc., and organized under Chapter 181 of the Wisconsin statutes ("GWPP"), and WAUSAU OPPORTUNITY ZONE, INC., a Wisconsin corporation organized under Chapter 180 of the Wisconsin statutes ("Developer").

RECITALS

WHEREAS, GWPP is the sole owner of Developer; and

WHEREAS, the City and Developer entered into that certain Purchase and Development Agreement with an effective date of January 17, 2020 (the "Development Agreement"), with respect to Developer's acquisition and development of the Mall Property as described in the Development Agreement; and

WHEREAS, on or about February 4, 2020, the parties closed on the sale of certain portions of, and interests in, the Mall Property to Developer in accordance with the terms of the Development Agreement; and

WHEREAS, as contemplated in the Development Agreement, Developer has presented a proposal to the City for the redevelopment of the Mall Property, which is attached hereto as Exhibit A-1 (the "Redevelopment Plan"); and

WHEREAS, in order to facilitate the concepts contained in the Redevelopment Plan, certain demolition work and reconstruction work must be completed, including (i) the demolition of: (a) the improvements located on the portion of the Mall Property with Marathon County PIN 291-2907-362-0260 (the "Wausau Central Mall Parcel"); (b) the vacant Sears building located on the portion of the Mall Property with Marathon County PIN 291-2907-362-0270 (the "Sears Parcel"); and (c) the vacant J.C. Penney's building located on the portion of the Mall Property with Marathon County PIN 291-2907-362-0280 (the "Penney's Parcel"), and, together with the Wausau Central Mall Parcel and the Sears Parcel, the "Demolition Property"; and (ii) the renovation of the façade of the HOM Furniture building located on the portion of the Mall Property with Marathon County PIN 291-2907-362-0250 (the "HOM Parcel") necessary because of the foregoing demolition work (collectively, the "Demolition Work") which Demolition Work is more thoroughly described on that certain Scope of Work, dated October 6, 2020, provided by Developer to the City, attached hereto as Exhibit A-2 ("Scope of Work"); and

WHEREAS, in order to facilitate the concepts contained in the Redevelopment Plan, certain demolition work and reconstruction work must be completed, including the work necessary to renovate and enclose the parking ramps and all their associated improvements, located on the Parking Lot Parcels that must be completed in conjunction with and as a result of the foregoing Demolition Work (the "City Demolition and Reconstruction Work"), which City Demolition and Reconstruction Work is more thoroughly described in the Scope of Work; and

WHEREAS, Developer is working cooperatively to relocate certain tenants occupying the Mall Property (the "Tenant Relocation"); and

WHEREAS, the parties have agreed that certain portions of the Mall Property will be dedicated to the City for the extension of certain public streets and utilities by the City; and

WHEREAS, the parties desire to amend and supplement the Development Agreement as set forth herein.

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

1. Definitions. Any term used in this Amendment but not defined herein shall have the meaning assigned to that term in the Development Agreement. As used in this Amendment, the following terms shall have the following meanings:

- a. "Demolition Property" is defined in the Recitals above. For the sake of clarity, the Demolition Property does not include the HOM Parcel or the Parking Lot 1 Parcel or the Parking Lot 2 Parcel.
- b. "Demolition Work Commencement Deadline" means a date reasonably established by Developer and anticipated to be in the second quarter of 2021, but not prior to the relocation from or vacation by all tenants of the Mall Property (other than HOM Furniture).
- c. "Demolition Work Completion Deadline" means June 30, 2024.
- d. "Minimum Assessed Value" means at least \$7,000,000.
- e. "Demolition Work Plans" means final detailed plans and specifications for the Demolition Work as produced by Developer.
- f. "Demolition Work Schedule" means the schedule established by Developer for completion of the Demolition Work, which is anticipated to occur in phases as outlined in the Scope of Work, with completion of the Demolition Work to occur no later than the Demolition Work Completion Deadline.
- g. "Demolition Project Cost Breakdowns" means cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying

development, engineering, construction, furnishing, equipping, financing, contingency and all other direct and indirect costs of the Demolition Work.

h. "Shortfall Payment Term" means the time period commencing on January 1, 2024 and ending December 31, 2031.

i. "Upfront TID Grant Amount" means an amount up to but not to exceed \$3,500,000.

j. "WDPW" means the Wausau Department of Public Works.

2. Amendments and Supplements to Development Agreement. The Development Agreement is hereby amended and supplemented by the following:

a. *Governing Board of Developer.* Section 2.e. of the Development Agreement is hereby deleted in its entirety.

b. *Release of Parking Lot Purchase Option.* The Parking Lot Purchase Option with respect to the Parking Lot 2 Parcel shall be terminated as of the date the ROW Dedication (as defined herein) occurs, and upon such termination, Developer shall release any and all of its right, title and interest in and to the Parking Lot Purchase Option with respect to the Parking Lot 2 Parcel.

c. *Demolition Work.* GWPP shall cause to be completed the Demolition Work in accordance with the following:

i. Prior to commencement of each phase of the Demolition Work, GWPP will cause to be delivered to WDPW copies of the Demolition Work Plans and Demolition Work Schedule for each such phase. WDPW may provide comments or suggestions on such deliveries for a period of 15 days after submission and GWPP and Developer shall take into consideration all such comments or suggestion and may revise the Demolition Work Plans and Demolition Work Schedule. For all purposes hereof, the representative of WDPW who shall receive such submissions is the then-current Director of WDPW ("WDPW Representative"). The City may change the WDPW Representative from time to time by providing written notice to Developer.

ii. Following awarding of contracts for each phase of the Demolition Work, GWPP shall cause to be delivered to WDPW a Demolition Project Cost Breakdown for such phase, along with any modifications to the Demolition Work Plans or Demolition Work Schedule that GWPP and Developer determine are necessary to comply with the Scope of Work and project variables that may not be known by the parties as of the Effective Date. WDPW may provide comments or suggestions on such deliveries for a period of 15 days after such submission and GWPP and Developer shall take into consideration all such comments or suggestion and may revise the Demolition Work Plans, Demolition Work Schedule, and Demolition Project Cost Breakdown accordingly; provided, however, that the Demolition Work

completion date in the Demolition Work Schedule shall not be changed to later than the Demolition Work Completion Deadline without the approval of the City Council.

iii. The Demolition Work will be completed in a good and workmanlike manner and in accordance with the Demolition Work Plans.

iv. The Demolition Work shall commence no later than the Demolition Work Commencement Deadline and shall proceed in accordance with the then applicable Demolition Work Schedule.

v. The Demolition Work to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City, and all environmental laws, rules, regulations and ordinances.

vi. Developer or its chosen contractors and material suppliers shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with the portions of the Demolition Work for which they are responsible.

vii. Developer shall invite the WDPW Representative, or such individual as the WDPW Representative shall designate in writing to the Developer in advance, to all contractor pre-construction and construction meetings held as part of the Demolition Work.

d. *Soil Management Plan.* Developer shall hire an environmental engineer ("Environmental Engineer") to serve as a consultant to develop an environmental investigation and testing plan with respect to soils of the Mall Property during the Demolition Work (the "Soil Management Plan"). The Soil Management Plan must be approved by the City prior to implementation, which approval shall not be unreasonably withheld, conditioned or delayed. During the Demolition Work Developer shall provide the City Clerk with copies of all correspondence and investigatory reports provided by the Environmental Engineer. Developer shall deliver to the City Clerk all correspondence delivered to or received from the Wisconsin Department of Natural Resources with respect to the Mall Property.

e. *City Demolition and Reconstruction Work.* The City shall complete at its sole cost and expense the City Demolition and Reconstruction Work in accordance with the following:

i. Prior to commencement of each phase of the Demolition Work, City will deliver to Developer copies of such work plans and schedules as is reasonably necessary to undertake and complete the City Demolition and Reconstruction Work in a harmonious and complimentary fashion with the then-applicable phase of the Demolition Work (the "City Work Plans and Schedule"). Developer may

provide comments or suggestions on such deliveries to the WDPW Representative for a period of 15 days after each such submission and City shall take into consideration all such comments or suggestion and may revise the City Work Plans and Schedule accordingly.

ii. The City Demolition and Reconstruction Work will be completed in a good and workmanlike manner and in accordance with the City Work Plans and Schedule.

iii. The City Demolition and Reconstruction Work shall commence no later than the Demolition Work Commencement Deadline and shall proceed in accordance with the City Work Plans and Schedule.

iv. The City will conform and comply with, and will cause the City Demolition and Reconstruction Work to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City, and all environmental laws, rules, regulations and ordinances.

v. The City or its chosen contractors and material suppliers shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with the portions of the City Demolition and Reconstruction Work for which they are responsible.

vi. The City shall invite an authorized representative of the Developer or such individual's designated representatives to all contractor pre-construction and construction meetings held as part of the City Demolition and Reconstruction Work.

f. *TID Grant Termination.* The TID Grant as described in the Development Agreement is hereby terminated and the City shall have no further obligation with respect to the TID Grant.

g. *Upfront TID Grant.* From and after the Effective Date, the City shall provide GWPP with an "Upfront TID Grant" in the Upfront TID Grant Amount in accordance with the following procedures:

i. During the Demolition Work, Developer shall prepare and submit to GWPP applications for payment for such work during each prior calendar month GWPP will submit to the WDPW Representative (with copies to the City Clerk and City Finance Director), draw requests to pay for portions of the Demolition Work contemplated in the Scope of Work as completed through the date of such draw request, in accordance in all material respects with generally recognized standard American Institute of Architects construction draw request procedures

and forms; provided, however, that such draw requests may not include a separate architect certification. Each draw request shall include conditional lien waivers (conditioned upon payment only) for the work included in such request, and following the initial draw request, such subsequent draw requests shall also be accompanied by final lien waivers for work paid for by the previous draw request. Such draw requests may be submitted no more than one time per calendar month.

ii. Developer may retain from payment to any contractor or material supplier up to ten percent (10%) pending final completion of the Demolition Work, and, if so directed by GWPP, the City will retain such portions of each draw request until directed to disburse by GWPP. If reasonably requested by the City, Developer agrees to require such retainage.

iii. Developer shall provide the WDPW Representative, or such individual as the WDPW Representative shall designate in writing to the Developer in advance, reasonable access to inspect the progress of the Demolition Work in order to determine whether the work included in draw requests has been completed to the reasonable satisfaction of the City. In the event the WDPW Representative (or designee, if applicable) reasonably determines has not been properly completed, the City shall provide Developer with written notice of the same and Developer and the City shall cooperate in good faith to resolve any such discrepancy.

iv. The City shall disburse to GWPP the portion of the Upfront TID Grant in the amount of each such draw request within thirty (30) days of delivery, subject to the retainage amount discussed above; provided, however, that the City may retain portions of such draw request that are for work that has not yet been completed to the reasonable satisfaction of the City.

v. At the City's election, the proceeds of the Upfront TID Grant may be disbursed through a title company pursuant to a disbursement agreement between the City, GWPP, and the title company (the "Disbursement Agreement"), which, to the extent the terms of the Disbursement Agreement conflict with the foregoing, the terms of the Disbursement Agreement shall control.

vi. The Developer understands and agrees that in the event that the Demolition Work is not completed by the Demolition Work Completion Deadline, further disbursements of the Upfront TID Grant shall be conditioned upon approval by the City Council. Absent such approval, the Upfront TID Grant Amount shall be reduced to the amount disbursed as of such date.

h. *Developer Dedication.* Within ninety (90) days of the completion of the Demolition Work in the areas where such streets will be reconstructed (the "ROW Dedication Deadline"), Developer shall convey by special warranty deed approximately 95,000 square feet of the Mall Property to the City for the purposes of dedicating such area to the public in order to extend the public streets, sidewalks, and utilities with

respect to 2nd Street, 3rd Street, Jackson Street, and Washington Street (the "ROW Dedication"). Developer and the WDPW shall cooperate to establish to the specific portions of the Mall Property (the "ROW Area") that will be transferred to the City for the ROW Dedication, including, but not limited to allowing such survey work by the City as may be necessary to establish the boundaries of the ROW Area. Developer shall convey the ROW Area to the City by special warranty deed, free from any liens, on a date at or prior to the ROW Dedication Deadline as mutually agreed to by the City and Developer. Developer hereby agrees to cooperate with the City's and the City's title company's reasonable requests to execute additional closing documentation to carry out the intent of this section.

i. *City Street Construction.* As soon as reasonably practical after the ROW Dedication, the City, at its sole cost and expense, shall design and construct extensions of the public streets, sidewalks, and utilities within the ROW Area in the manner contemplated in and consistent with the Redevelopment Plan. The City shall actively and continuously work on such projects until completion.

j. *Loan Amendment.* Effective as of the date the ROW Dedication occurs, the Development Agreement and the Note shall be amended to provide that: (i) the outstanding principal amount of the Loan shall be reduced to \$660,000; (ii) the maturity date of the Loan shall be the first day of July in the sixth calendar year following the calendar year in which the ROW Dedication occurred; and (iii) Developer shall repay the Loan in six (6) equal annual payments in the amount of \$110,000.00, beginning on the first day of July of the calendar year immediately following the calendar year in which the ROW Dedication occurred. As of the Effective Date, the Loan shall no longer be forgivable by the City in the fashion contemplated in the Development Agreement and any reference in the Development Agreement and the Note to such forgiveness of the Loan, including, but not limited to, Sections 3.b.ii and 4.e. of the Development Agreement, are hereby deleted.

k. *Real Estate Assessment; Shortfall Payments.*

i. During any calendar year during the Shortfall Payment Term, if the sum of the equalized assessed values for all parcels that comprise the Mall Property, as well as the Sears Parcel and Penney's Parcel (the "Assessment Property"), as reflected in the records of the assessor for the City of Wausau is less than the Minimum Assessed Value, Developer agrees to pay to the City an amount equal to the difference between the amount of property tax which would have been due for such calendar year had the Assessment Property been assessed at the Minimum Assessed Value and the actual assessed value thereof for such calendar year (the "Shortfall Payment"). Any Shortfall Payment will be due and payable in full to the City at the same time as other real estate taxes are due in the City for such calendar year, even if such due date falls after the end of the Shortfall Payment Term. By way of example, if a shortfall exists because of a shortfall in the assessed values of the Assessment Property as of January 1, 2024, then the Shortfall Payment shall be due at the same time as the property taxes

are due for calendar year 2024. In the event a Shortfall Exception (as defined herein) exists and reduces the cumulative equalized assessed values for the Assessment Property, then the Shortfall Payment shall be reduced to the extent the Shortfall Payment was caused by such Shortfall Exception.

ii. A "Shortfall Exception" shall mean any one or more of the following:

1. A breach of the Development Agreement, as amended hereby, by the City.
2. Any loss or damage to any portion of the Assessment Property as a result of acts of God, war, government regulations, orders, or advisories, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, infectious disease; travel warnings or prohibitions, including governmental, corporate, or employer warnings or prohibitions, or any other emergency of a comparable nature beyond the party's control that in each case make it illegal, impossible, or commercially impracticable to perform its obligations under this Agreement.
3. A failure by the City to fully disburse the Upfront TID Grant pursuant to the terms and conditions herein.

iii. Developer understands and agrees that this provision shall not in any way bind the City assessor in his/her assessment and appraisal of the Mall Property and that the City assessor will arrive at an Assessed Value of the Mall Property based solely on his/her reasonable application of all applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this provision shall limit or impair Developer's rights to appeal an assessment in excess of the Minimum Assessed Value.

iv. In the event Developer fails to timely make a Shortfall Payment in full, the City shall have the right, but not the obligation, to provide a notice of failure to pay and right to cure to Developer. Upon such notice, Developer shall have thirty (30) days to make the Shortfall Payment. If Developer fails to make the Shortfall Payment after such 30-day notice period, Developer hereby consents to the entry of a judgment in favor of the City, and against Developer, in Marathon Circuit Court, for the amount of the Shortfall Payment (or such lesser amount if a partial payment was made). The City then shall have the express right to seek execution of the judgment pursuant to Chapter 815 of the Wisconsin Statutes relating to execution against the property of Developer. In addition to the rights detailed in this paragraph, the City shall have the right, in the event Developer fails to timely make a Shortfall Payment in full, to attach a lien in the amount of such Shortfall Payment (or such lesser amount if a partial payment was made) to the Mall Property, which lien shall run with the land, and the

City may exercise any remedies available in law or in equity to enforce such lien, including, but not limited to, foreclosure.

3. *Conditions to Disbursement of the Upfront TID Grant.* The obligations of the City under this Amendment to disburse each installment of the Upfront TID Grant are conditioned upon the satisfaction of each and every one of the following conditions:

i. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Amendment or the Development Agreement.

ii. Developer shall have provided the WDPW with a list of all contractors and material suppliers employed in connection with the Demolition Work for which such installment of the Upfront TID Grant shall be used to pay.

iii. Developer shall have submitted an executed copy of each construction contract or material supply contract for the Demolition Work for which such installment of the Upfront TID Grant shall be used to pay to the WDPW Representative, with a copy to the City Clerk.

iv. Developer shall have provided the WDPW with such other supporting documents reasonably acceptable to the WDPW as are customary for a construction draw request in accordance in all material respects with generally recognized standard American Institute of Architects construction draw request procedures and forms.

4. Miscellaneous.

a. Notices to GWPP. Any notice given to Developer pursuant to the terms of the Development Agreement shall be deemed to have been simultaneously provided to GWPP.

b. No Other Amendments. Except as amended hereby, the Development Agreement is not otherwise amended and remains in full force and effect.

c. No Personal Liability. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of the City or the Developer have any personal liability arising out of this Amendment, and no party shall seek or claim any such personal liability.

d. Severability. If any covenant, condition, provision, term or agreement of this Amendment is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Amendment will not be affected by such holding, and will remain valid and in force to the fullest extent by law.

e. Captions and Interpretation. The captions of the articles and sections of this Amendment are to assist the parties in reading this Amendment and are not a part of the terms of this Amendment. Whenever required by the context of this Amendment, the singular includes the plural and the plural includes the singular.

f. Counterparts/Electronic Signature. This Amendment 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. Facsimile signatures and PDF email signatures shall constitute originals for all purposes.

[SIGNATURE PAGE FOLLOWS]

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

DEVELOPER:

WAUSAU OPPORTUNITY ZONE, INC.

By: David Falkman
Name: David Falkman
Title: President

GWPP:

GREATER WAUSAU PROSPERITY
PARTNERSHIP, LTD.

By: James J. McIntyre
Name: James McIntyre
Title: President

THE CITY

CITY OF WAUSAU

By: Katie Rosenberg
Katie Rosenberg, Mayor

Attest: Leslie M. Kremer
Name: Leslie M. Kremer, Clerk

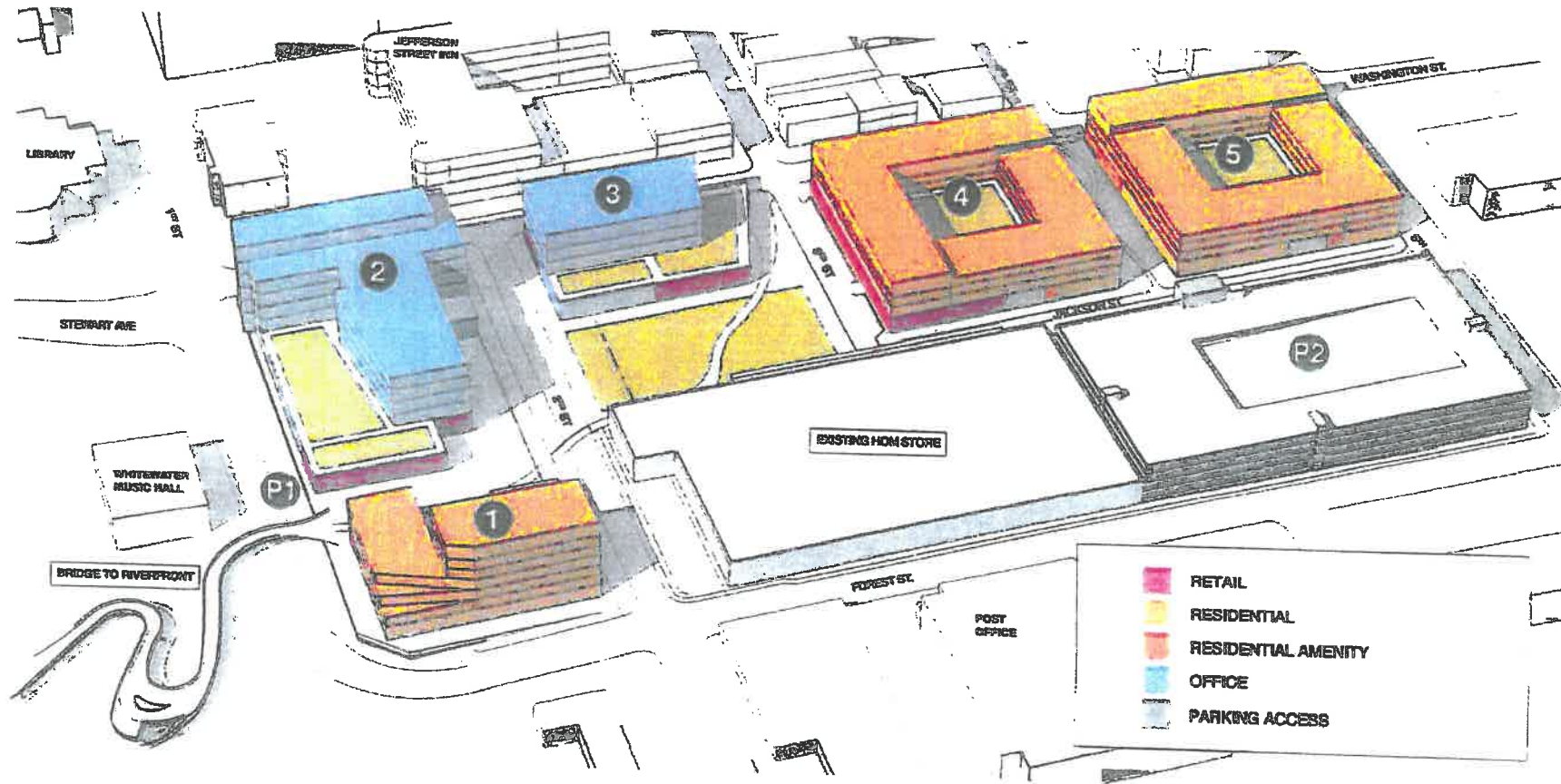


Exhibit A-1

Exhibit A - 2

Wausau Opportunity Zone, Inc. Wausau Chamber Foundation

Scope of Work

October 6, 2020

**Demolition and Reconstruction
Wausau Center Mall Site
Approved Uses for the 3.5M City Grant**

- 1) Pre-Demolition inspection and testing of the interiors of the Sears, Mall Center Area and JCPenney's Building by a licensed Environmental Testing Company.
- 2) Cost for an Environmental Engineering Firm to perform a "soil management plan" to review uncovered soils in the demolition areas and make recommendations as to any necessary remediation.
Note: Soil removals, or other remediation actions will be paid for by the City, pursuant to the Purchase and Development Agreement between the City and WOZ, Inc. dated January 17, 2020.
- 3) Removal and proper disposal of interior items identified in the environmental review, such as light bulbs, thermostats, ceiling tile, floor tile, adhesives, asbestos products, lead paint, freon and other restricted waste.
- 4) Permits and DNR inspections necessary to perform the work, plus any closing documentation that may be required.
- 5) Demolition of the Sears Building and Mall Center area consisting of approximately 285,000 s.f. (Phase I)
- 6) Restoration and fencing of the developable areas, (i.e., Blocks 3, 4 and 5 of the development plan) to safely secure the site and make it aesthetically attractive.
- 7) Reconstruction of approximately 440 ft. of the HOM Furniture Store's, north and west elevations. Such reconstruction will include: footings and foundations, new entries, storefront openings and insulated walls with architectural materials to meet the aesthetic requirements for the long-term beautification of our downtown. There will be an architectural and engineering costs associated with this work.
- 8) Reconstruction and landscaping of the pedestrian walkway, connecting the new entry to the Sears ramp, on the north, to Fourth Street and the 400 Block.

Note: Improvement to the north elevation of the ramp will be made by the City.

9) Demolition of the JCPenney's building (except the parking structure), which consists of approximately 89,0000 s.f. Phase II

10) Reconstruction of the deck area of the JCPenney's ramp that transitions to the future Spiral Pedestrian Walkway that connects to the South Riverfront. Approximately 70' x 200'.

11) Reconstruction of the building area needed for the "Public Market Area".

Note: Improvements to the parking stairwell on the east elevation will be performed by the City.

12) Reconstruction of the "Green Forum" area between the JCPenney's building and the new 3rd Street.

13) The above scope of work will be bid out to qualified subcontractors. Those bids will be reviewed by Wausau Opportunity Zone, Inc. and the Public Works Department and a qualified contractor will collectively be chosen.

Wausau Opportunity Zone, Inc. will hold the contract on behalf of Wausau Chamber Foundation.

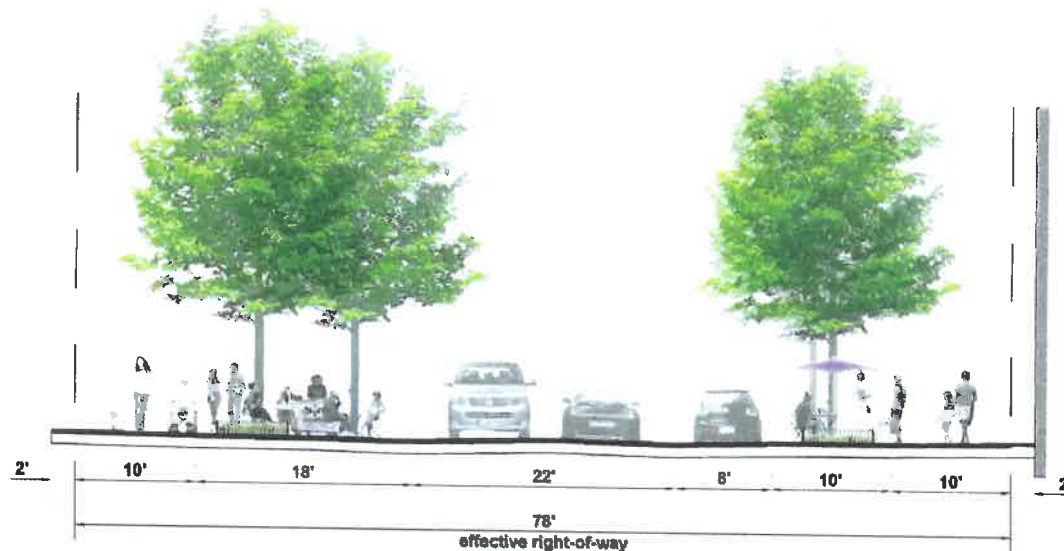
The Wausau Chamber Foundation (DBA Greater Wausau Prosperity Partnership, LLC) will submit invoices for work performed to the Department of Public Works for their approval. Approved draw requests will then be paid by the City to the Wausau Chamber Foundation. They, in turn, will pay Wausau Opportunity Zone, Inc. who will make appropriate payments to the subcontractors, less a 10% retainage.

Upon completion of the work, the City and Foundation will release payment for retainage amounts upon the receipt of final lien waivers.

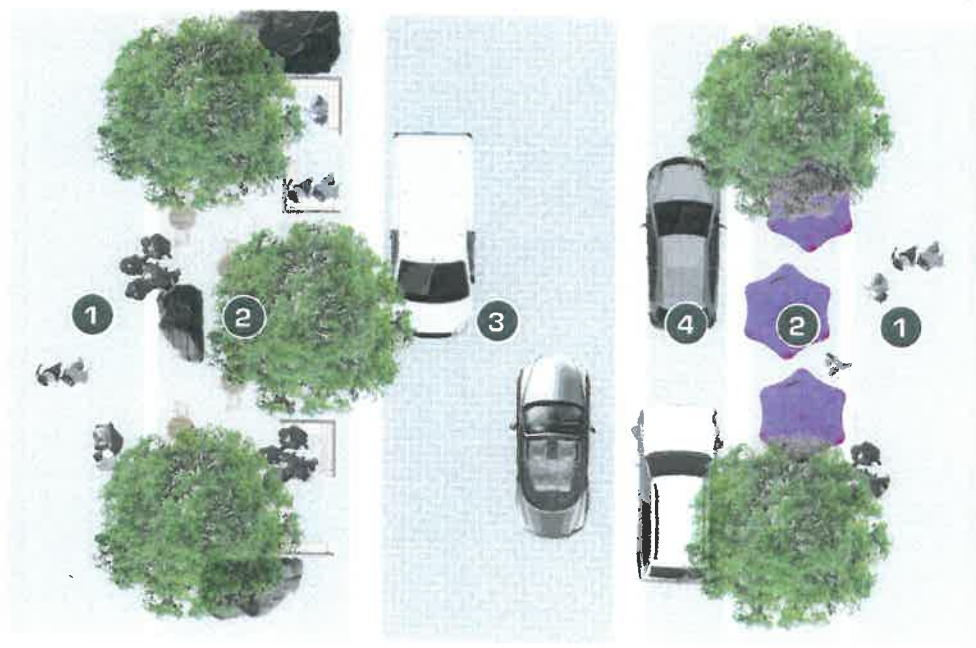
14) The project will have customary general conditions and project management costs estimated to be approximately 4% of the project cost and a contingency for reconstruction and demolition of 5%.

Exhibit 5

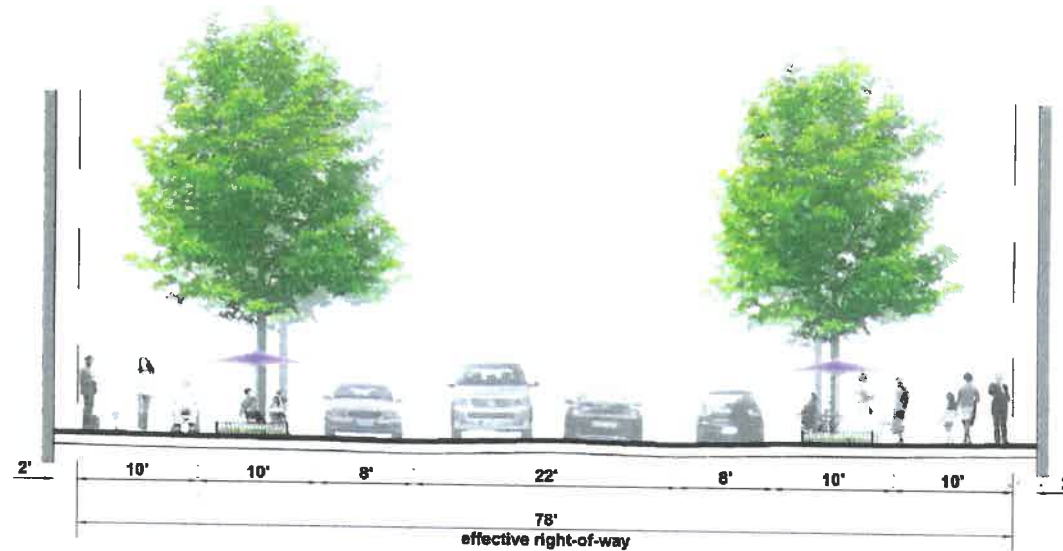
**3RD ST
78' ROW
FLUSH STREET
1-SIDE PARKING
(LOOKING NORTH)**



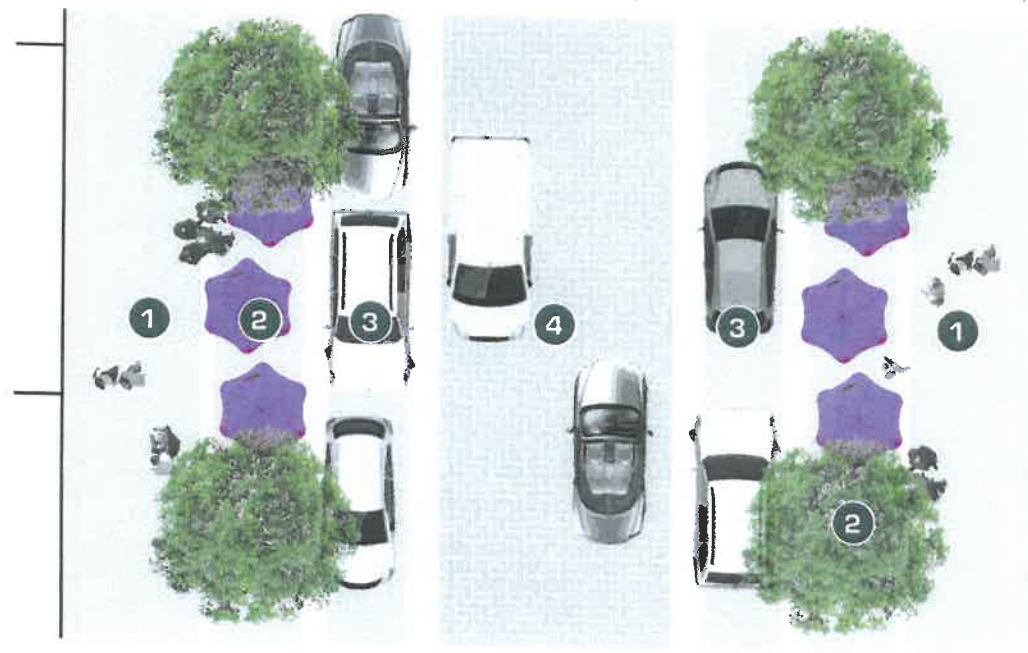
- ① Sidewalk
- ② Furnishing / Landscape
- ③ Travel Lanes
- ④ On-Street Parking



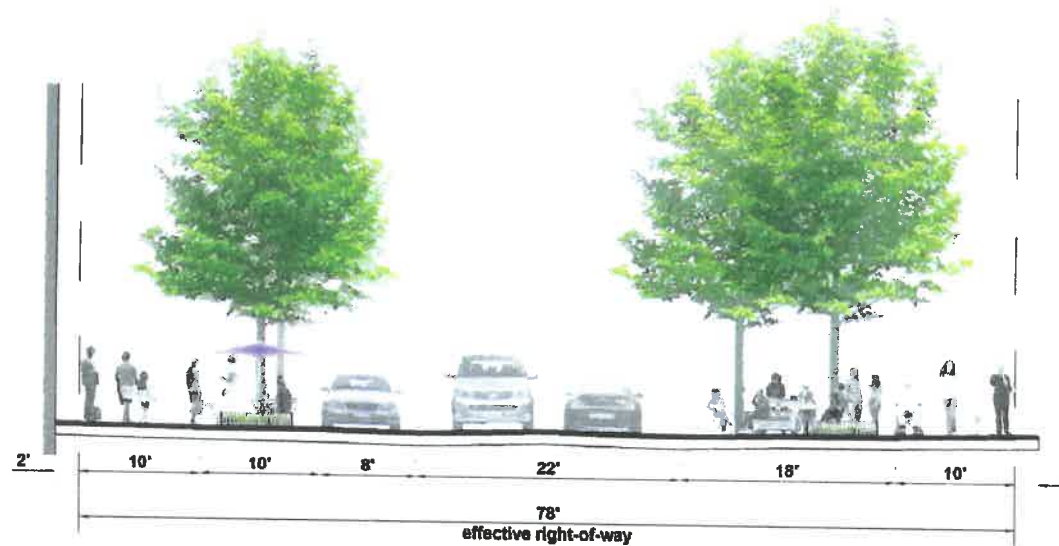
**WASHINGTON STREET
78' ROW
FLUSH STREET
2-SIDE PARKING
(LOOKING EAST)**



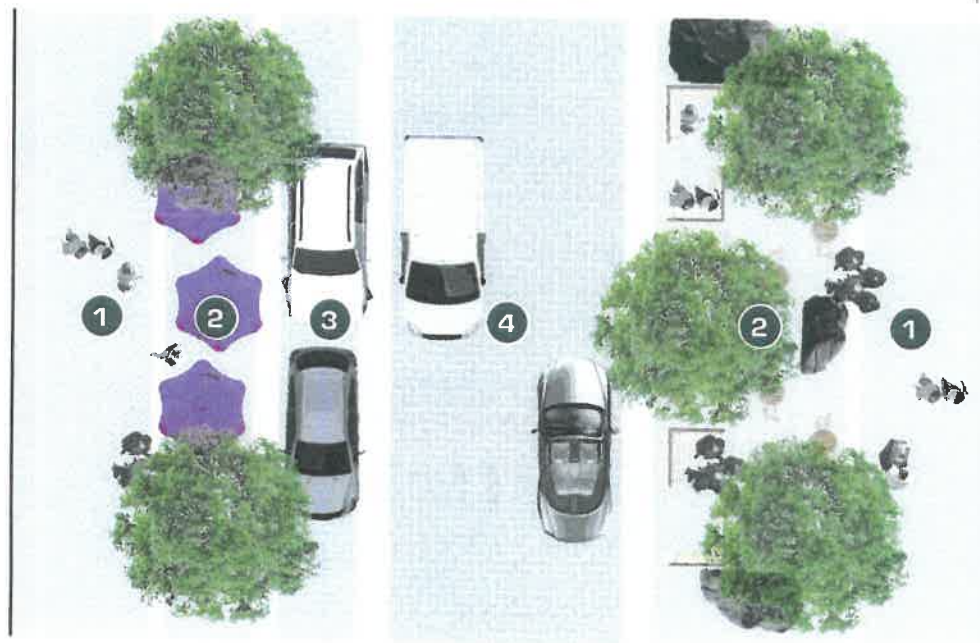
- ① Sidewalk
- ② Furnishing/
Landscape
- ③ On-Street Parking
- ④ Travel Lanes



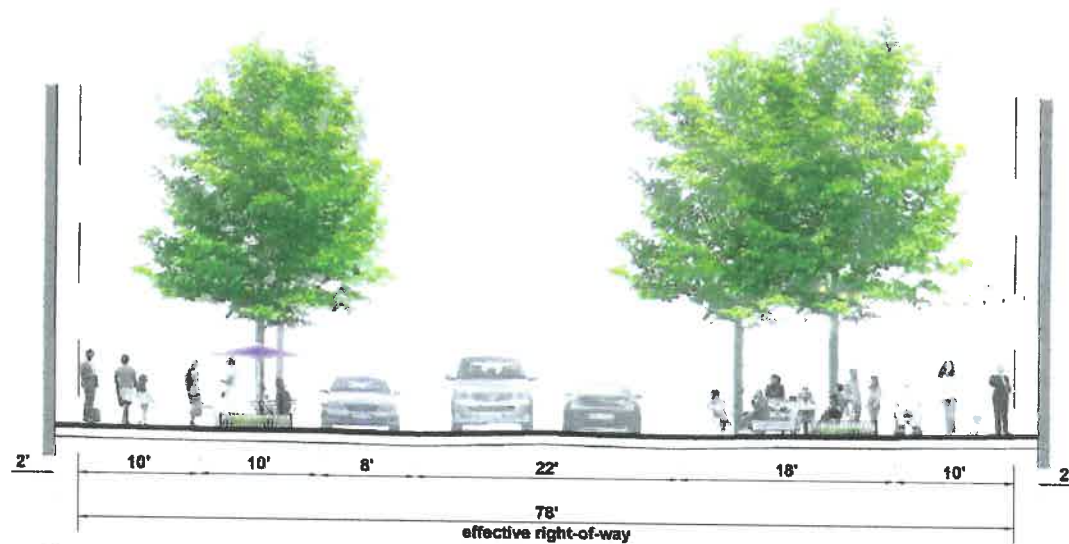
**2ND ST
78' ROW
FLUSH STREET
1-SIDE PARKING
(LOOKING NORTH)**



- ① Sidewalk
- ② Furnishing / Landscape
- ③ On-Street Parking
- ④ Travel Lanes



**JACKSON ST
78' ROW
FLUSH STREET
1-SIDE PARKING
(LOOKING EAST)**



- ① Sidewalk
- ② Furnishing / Landscape
- ③ On-Street Parking
- ④ Travel Lanes

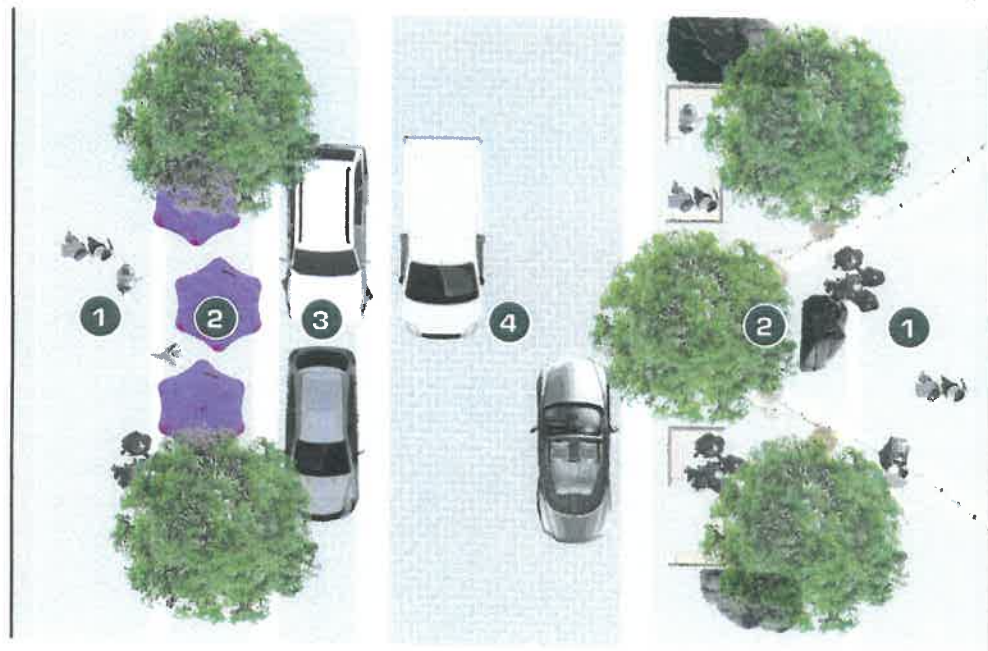


Exhibit 6

February 28, 2000

Wausau Central Business District Master Plan



Schreiber/Anderson Associates, Inc.
Vandewalle & Associates



of the current signage is suggested to ensure that current signage is adequate to direct visitors and residents to the CBD.

Architectural Character

The Downtown Historic District is bounded by 1st, 5th, Grant and Washington Street. The unofficial boundaries of the Andrew Warren Historic District and Proposed East Hill Historic District are Hamilton, McClellan, 5th and 13th Street. These historic districts have a visually distinctive "sense of place" because of their historic character, unity of scale, and density of development.

The downtown has a mix of building styles and uses that is not homogenous with the building styles in the Downtown Historic District. **The Downtown Historic District has a unique character within the CBD and should be preserved. Successful revitalization of the downtown will be dependent on maintaining historically interesting and significant buildings and enhancing their historic appearance, along with improving existing building facades to complement the historic character of the downtown. Design guidelines should be prepared to ensure the preservation of the historic character of the downtown.**

Industrial areas to the north and west of the retail district along both sides of the Wisconsin River are the least attractive and consistent part of the CBD. Several large industrial buildings, some vacant, hinder the development of the river edge parkways, block views of the river and dominate this area. The entire industrial area within the CBD boundaries is in need of rehabilitation and redevelopment to create a better identity and visual character. Any redevelopment in this area should focus attention on the Wisconsin River.

Streetscape Character

Streetscape improvements (historic ornamental lighting, banners, street trees, planters, and special pavements) that currently exist on Scott Street, 3rd Street and 4th Street create a strong visual identity for the CBD. **Additional streetscape improvements should be provided on main pedestrian corridors that connect the CBD with adjacent neighborhoods and visitor destinations. Arterial and collector streets, which carry visitor traffic in and around the CBD, should also receive streetscape improvements. A program to bury overhead utilities along major motor vehicle routes and primary pedestrian corridors in the CBD should be established. Similar streetscape improvements have been implemented in La Crosse, Sheboygan and Beloit.**

Key Viewsheds

The Wisconsin River is the most significant feature in the CBD's visual landscape. Views to the Wisconsin River should be opened up at CBD entrances. New development and rehabilitation of sites adjoining the Wisconsin River should be planned to provide views of the river from public streets.

Several public buildings such as Wausau City Hall, Marathon County Courthouse and Marathon County Public Library, and several historic churches are strong visual focal points and orientation points for the CBD. **A landmark lighting program should be considered to enhance the nighttime character of the CBD. Kenosha and downtown Milwaukee are examples of communities with landmark lighting programs. Also, new public architecture should be designed to fit the historic character of the downtown.**

There are areas in the downtown that require a stronger visual character. This can be accomplished through the use of streetscape elements, landscaping, removal of billboards and redevelopment of properties. These areas include but are not limited to the Forest Street side of the mall, the west side

business district, the parking lots and franchise businesses along 6th Street, the approach to the CBD from the 3rd Street neighborhood and the corner of 1st and Washington Street to the mall. **Design guidelines** should be developed to aid in redevelopment efforts.

2. The major visitor entrance to the Wausau CBD should be located at the Stewart Avenue/ STH 52 interchange at U.S. Hwy. 51/29.
3. Community-wide signage directing visitors and residents to the CBD should be placed on major community arterials including Grand Avenue (Business 51), Thomas Street (CTH N), Merrill Avenue (Business 51), Bridge Street, Wausau Avenue (STH 52).

Key CBD Organizational Components

CityVision Associates proposes the following general framework for the Wausau CBD as a context for recommending specific opportunities. Key components for this framework are illustrated in **Figure 8** and include the following:

Study Area

The study area encompassing physical and economic recommendations for the CBD should include the area between Bridge Street on the north and Thomas Street on the south. This area should also include the immediate neighborhoods bordering the Central Business District.

Wisconsin River

The Wisconsin River is the focal point for the central area. Existing and new CBD land uses should be reoriented to address the river. The Wisconsin River should be developed as a community-wide open space with maximum public access and a major asset that will stimulate real estate investment.

Neighborhoods

The residents of neighborhoods surrounding the CBD represent a primary customer base for the downtown. Neighborhood rehabilitation and revitalization should proceed concurrently with Central Business District redevelopment. Unique assets of individual neighborhoods should be identified and strengthened. **Neighborhoods should be identified by name to promote the central area as a diverse and multifaceted place to live.**

Visitor Gateway Entrance

Stewart Avenue/STH 52 should be developed as the primary visitor gateway entrance to the CBD. The character of this corridor between the interstate and the CBD should be enhanced. A major CBD entrance feature should be located on the west side of the Washington Street bridge. The westside business district is an important part of the CBD entrance experience.

Community Entrances

Bridge Street, Thomas Street and Grand Avenue/6th Street are major community resident travel routes to the CBD. Signage to CBD destinations should be placed along these corridors to direct residents to downtown destinations. 3rd Street, Scott Street and Washington Street are the primary streets that enter the eastside business district from these travel routes. 1st Avenue and 3rd Avenue are key streets that enter the westside business district from these travel routes. CBD entrance signs should be placed at the intersections of these streets and primary travel routes.

III. MASTER PLAN RECOMMENDATIONS

The following master plan recommendations identify physical improvements for redevelopment of Wausau's Central Business District. Figure 10 illustrates general redevelopment recommendations for the CBD. Specific master plan recommendations are divided into three categories that include Redevelopment (R), Transportation (T), and Streetscape and Urban Design (S). Master plan recommendations identified in these categories are numbered and keyed to master plan graphics as noted (Figures 12 through 21).

A. REDEVELOPMENT RECOMMENDATIONS (R) – Figure 12

The following recommendations identify districts in the CBD that offer redevelopment potential. The master plan also proposes an expansion to the current CBD boundaries. The recommended CBD boundaries and proposed redevelopment districts are identified in Figure 11. Redevelopment districts may include a broad range of building and site improvements including new construction, infill construction, adaptive reuse of existing buildings, historic preservation and rehabilitation, and façade improvements and cleanup of environmentally impacted properties. Redevelopment of these districts should be planned comprehensively, addressing land use mix, parking, transportation and streetscape to achieve the desired economic and visual character goals for the CBD. Important considerations for redevelopment include enhancing the downtown as a civic destination, increasing tax base and downtown investment opportunities, creating jobs, developing new housing, increasing tourism, strengthening the retail core, preserving historic resources, creating a positive downtown identity, and building new land use relationships around the Wisconsin River and the redevelopment of environmentally impacted properties or Brownfields. The following identification of redevelopment districts refines earlier conceptual recommendations for CBD land use patterns Figure 9.

West Side Entry District

The West Side Entry District has good visibility and traffic counts on Stewart Avenue. The business mix along Stewart Avenue frontage should be analyzed in more detail to determine market appeal. The primary goal for this district is to better position it as a destination in the trade area. One opportunity is to evaluate this location for sports and outdoor recreation retail. East Bay should be considered as one of the anchors to this district. Special attention should be given to working with East Bay and its retail outlet store. Figure 13 summarizes the following detailed redevelopment recommendations for this district:

- R1 This is a prime office site that could capitalize on the riverfront views. Any new structure should have an architectural character that establishes a strong CBD entrance identity.

Because the site has dramatic waterfront potential, we suggest taking advantage of its location as an entryway. The site does have visibility and should be able to contain a higher and better use and contribute tax base. The current use could be reintegrated into an expanded project.

- R2 A multi story structure should be the focus of redevelopment for this site with ground floor retail/restaurant and upper floor office uses. Parking spaces could be shared with the adjoining uses. Architectural character of the new building should establish a strong CBD entrance identity.

This site is currently a full service restaurant, the Water's Edge Cafe, on the waterfront. This restaurant is a reuse of a building that was not designed as part of the waterfront. The goals are to allow for outside dining with a view of the river and to use this site more intensely. Due to its

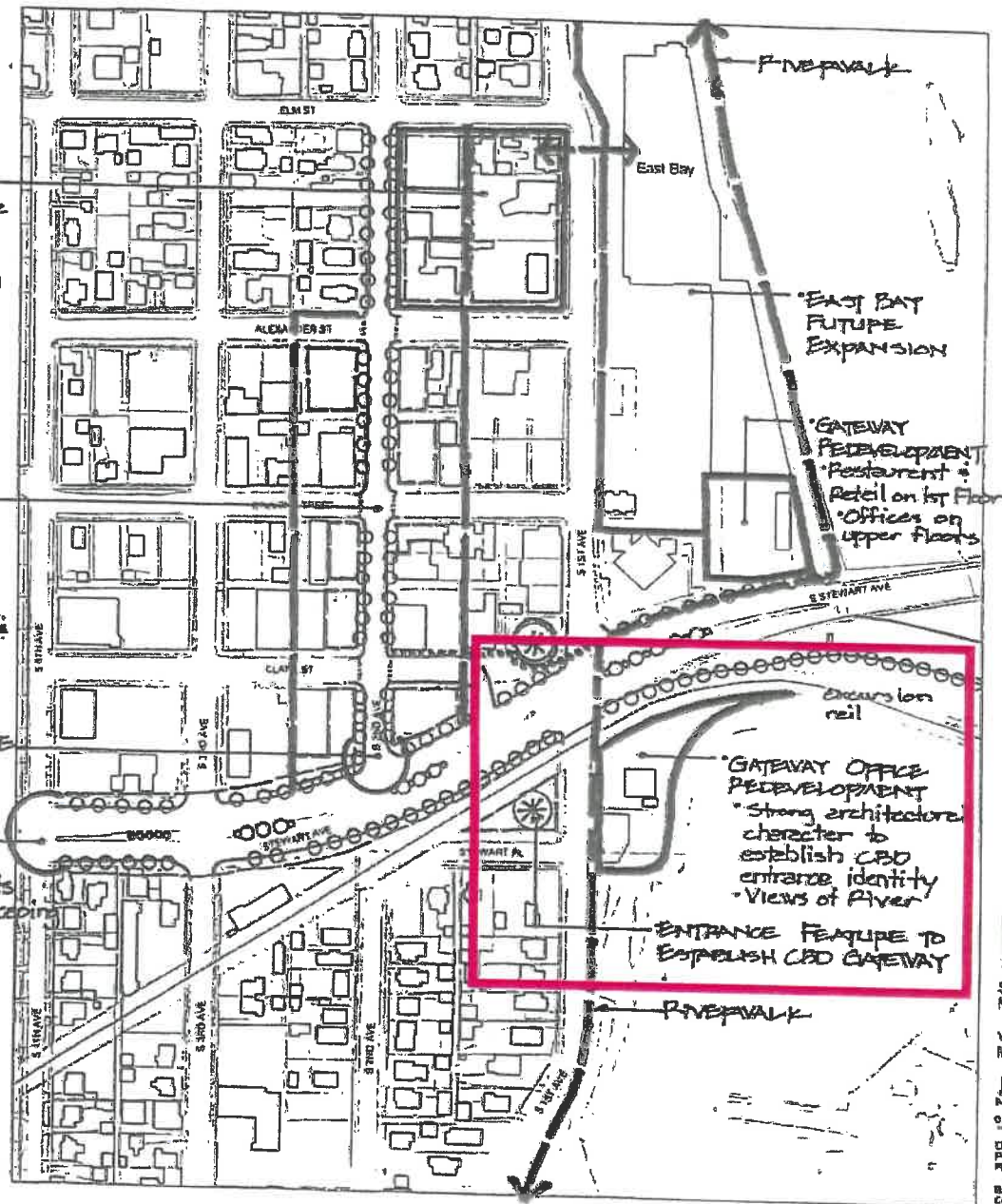
Figure 13: West Side Entry District

- **PREDEVELOPMENT**
 - East side of block - office & service uses. Potential East Bay Corp. offices
 - West side - mixed retail & residential to complement 2nd Ave. retail district.

- **SOUTH 2ND AVENUE BUSINESS MIX**
 - Streetscape Improvements
 - Pedestrian oriented retail district
 - Facade Improvements & possible infill

- **S. 2nd AVENUE RETAIL DISTRICT ENTRANCE ZONE**

- **DOWNTOWN ENTRANCE ZONE**
 - Streetscape Improvements including lighting, landscaping



WAUSAU CENTRAL
BUSINESS DISTRICT
COMPREHENSIVE
MASTER PLAN
City of Wausau, Wisconsin

CITY VISION
ASSOCIATES

Schreibert/Anderson Associates
Madison, WI

Vanderwaite & Associates
Madison, WI

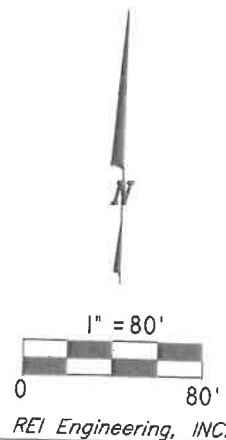
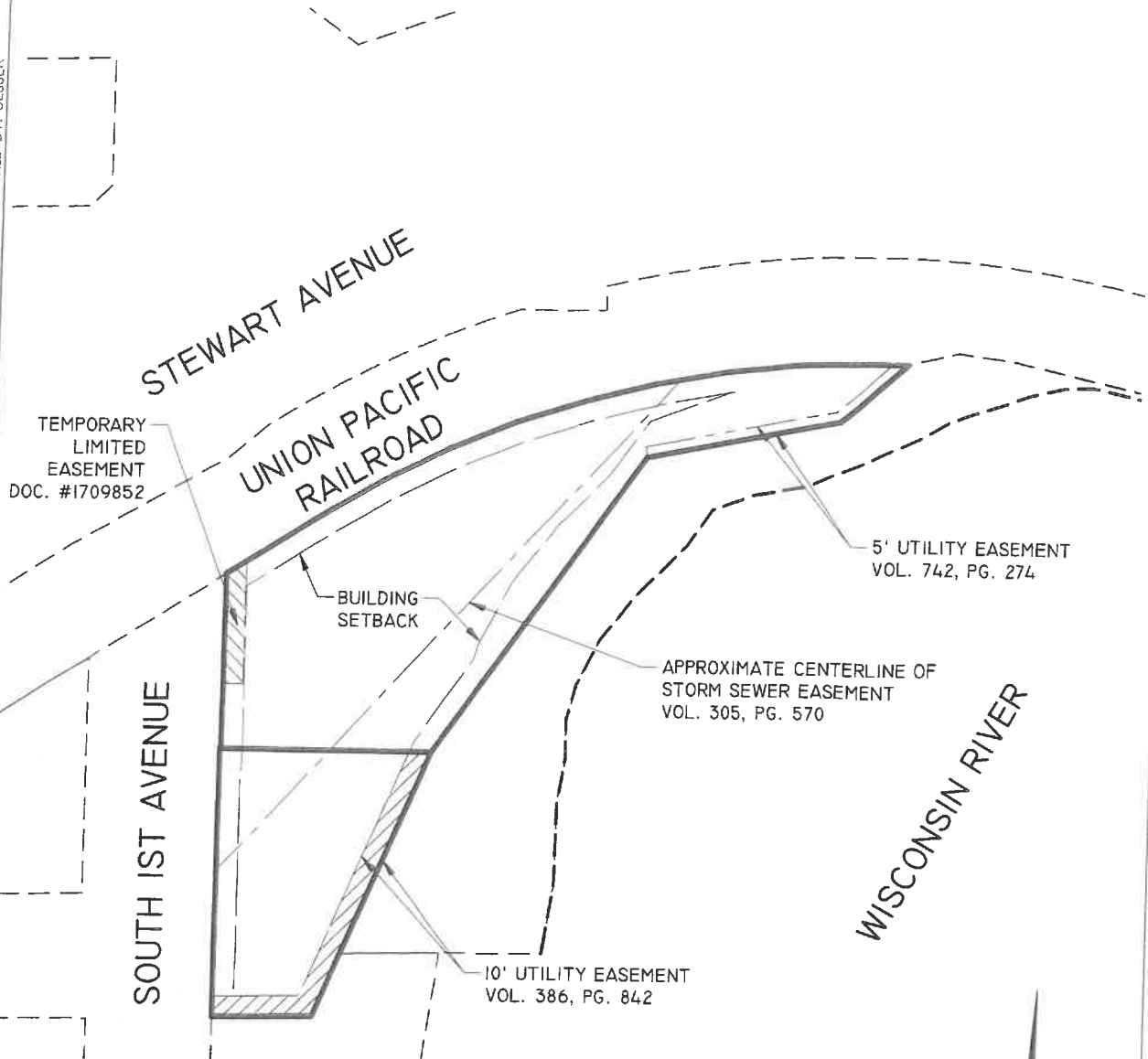
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Date: 07/21/95
Prepared: 10/12
File: Wausau211.d

Base map provided by
City of Wausau GIS Department

EXHIBIT MAP

DRAWING FILE: P:\19400-2499\2485 GHIDORZI MALL\DWG\SURVEY\EASEMENTS IST&STEWART.DWG LAYOUT: EXHIBIT MAP-VERTICAL PLOTTED BY: JESSER



REI Engineering, INC.

FIGURE : EXHIBIT MAP

PROJECT NO.

DRAWN BY:

DATE:

8

November 2007



Near West Side Master Plan Wausau, Wisconsin



Schreiber/Anderson Associates, Inc.

BEST Real Estate Group, Inc.



PART ONE: MARKET ANALYSIS RECOMMENDATIONS

The Near West Side planning area has similar conditions as the North Area Downtown planning area. There has been very limited recent redevelopment of the real estate in this area. The age of the commercial properties range from the early 1900's to the early 1990's. The adjoining residential neighborhood is of modest homes, many which have become rental housing. Lands on the Wisconsin River are dominated by the East Bay complex and the MBX Manufacturing Company.

The planning area has a simple grid street pattern, with a one-way traffic on 1st Avenue and 3rd Street. These one-way streets (Business 51) are important north - south traffic corridors for the city of Wausau.

→ STRENGTHS

A mix of existing uses. This study area is fortunate to have the basic framework that most neighborhoods are looking for. There are retail uses, restaurants and bars, housing, social/civic groups along with significant employment with the East Bay complex. Many of these businesses have a long history in the area, and appreciate how they are situated within the Wausau market area.

Adjacent established neighborhood. The residential neighborhood to the north and east of this study area may be of an older housing stock, but it is a convenient and affordable place to live in the central city area. The tree-lined streets create a sense of charm and livability. Also, this area is located within a ¼ mile radius to the UW Marathon campus.

Defined business district. This west side business district is very compact and defined, which is a bonus for redevelopment. The entire study area is closely knit and easily walkable within minutes.

Development opportunities. There are significant opportunities for redevelopment with underutilized and vacant buildings, along with larger vacant land parcels. Current property values in this study area offer an affordable option to revitalized Downtown Wausau. Future property assembly may be assisted by the large property holdings by a limited number of property owners. Infrastructure is in place, i.e. streets and utilities, making this area an excellent candidate for consideration by developers looking for ready opportunity.

Historic renovation opportunities. Although limited in numbers, there is the potential to capitalize on the sound, historically interesting properties in the study area. These historic properties can add to the ambiance and attractiveness of the area.

→ Wisconsin River frontage. The Wisconsin River is a great asset for this study area, and should be capitalized on in any future redevelopment of the real estate adjoining the river.

Traffic counts and connections. Consistent, strong traffic counts are found on 1st and 3rd Avenue, and they provide excellent connections to Bridge Street and Stewart Avenue, allowing easy access within the community, and only minutes to the regional connection of I39/Hwy.51. These connections are great for businesses, but the traffic volumes can pose a problem for pedestrians.

Salvation Army. The Salvation Army is a great community partner, providing necessary services to the local population. They have proven to be a good neighbor, working hard to mitigate any impact their clients may have within the study area.

WEAKNESSES

→ **Disconnect with the downtown.** The Near West Side planning area has limited connections with Downtown Wausau. Separated by the Wisconsin River, there is an obvious physical disconnect with downtown, but more importantly, there are no visual or market connections with downtown Wausau. ✓

Property and neighborhood conditions. Many residential and commercial properties are lacking in basic building maintenance. The area shows a decline in owner occupied properties and a pride of ownership. Accumulated trash, weeds, and poorly maintained parking areas are very evident. Sidewalks and alleys are in need of replacement or repair. The general visual image lacks energy ✓ and borders on apathy.

Set back from Stewart Avenue. Both Clark Street and the adjacent parking lot fronting on Stewart Avenue, push the front face of this district too far off of Stewart Avenue. This area looks like a "sea" of asphalt and concrete, with little green space or storefront interest. The underutilized public and private lands create a barrier to the business district.

→ **Identity.** The study area simply has no identity. The condition, age and uses of the existing real estate is hodge-podge. There is nothing that ties the study area together by design, streetscape or use, and it is not thought of as a business district.

Safety. Business owners and residents have expressed some concern about transients hanging out at the Laundromat and along the river. Although there doesn't seem to be any notable property vandalism from this situation, there is some concern about personal safety in the evening, and the perception of safety issues with clients and customers.

Lack of critical mass. Although there are many solid and varied businesses in the study area, these businesses are disconnected from one another physically. Their occupancy has taken place over a long period of time and there is nothing cohesive that defines the area.

→ **Wisconsin River frontage.** Currently, there is limited public access and visual connections to the river from the Near West Side. Also, the riverfront area has become a location for transients to congregate, which can be intimidating to the general public.

→ **Lack of organization.** The study area lacks organization that is specific to this area. Although this area is part of the River District BID, the issues in this area are very separate from those on the east side of the river. Currently, there is no specific sub-group or organization that focuses on this area. ✓

Salvation Army. The clientele of the Salvation Army congregate in the neighborhood waiting for services. Some neighbors have expressed a concern that this can be somewhat intimidating for their customers or employees.

MARKET RECOMMENDATIONS

The following recommendations have been based on a review of existing market data for the planning area and approximately 15 personal interviews that were conducted by Deb Ersland of BEST Real Estate Group, Inc. and Tim Anderson of Schreiber Anderson Associates, Inc. Interviews were conducted with business and property owners of the Near West Side, city staff and members of the Economic Restructuring Committee of Wausau Main Street. These interviews also provided guidance for land use, transportation, and streetscape improvements for the Near West Side. A summary of these interviews is included in the Appendix of this report.

✓ **Create a new identity.** The Near West Side area needs a new identity and image. Consider creating a place name for this area, such as *River West*, which can convey its unique character and identity. This area could truly be the gateway to downtown Wausau, but with its own image and feeling. Look at how this area could be better tied to the UW campus, providing shopping and social opportunities for students and staff, plus the current and future population of day time employees that include restaurants, a coffee shop, a small grocery market or ethnic grocery, recycled clothing such as Plato's Closet, or other specialty retail businesses. Change the image, capitalize on the existing demographics and its relationship to Downtown Wausau, and sell the affordability.

Activate more BID involvement. There is a strong need for the BID to help organize and activate the business and property owners in this area. Consider creating a sub-committee that focuses on the needs and goals of this specific area. There is much work to be done here, much of which can be modeled off of the great work done in the Downtown.

→ **Define and extend a streetscape plan.** Even the minimum streetscape work done on 1st Avenue by the property owner, really enhances that block. Create the same positive effect within this west district with streetscape, as what was done in the Downtown. Utilize the Stewart Avenue area to establish a gateway or entrance feature utilizing landscaping, public art, lighting, etc.

Look at adding building area at 1st Avenue and Clark Street. The current building face on Clark Street between 1st and 2nd Avenue is too sparse and too far back from Stewart. By reorganizing this block, the cul-de-sac, the parking lot across the street and the land in the public ROW, more building area could be added, parking could be organized and landscaping could really put a new face on the "front door" of this area.

Assist property owners with renovation financing options. There are a number of properties that are ready for facade upgrades or complete renovation. Consider holding a breakfast or luncheon in the area where renovation funding and city process can be discussed. Even if there are no current funds available, property owners can become informed and work with the city to apply for future financing options.

Consider new housing alternatives on redevelopment sites. There is very little in the way of new or newly renovated housing in the study area or adjacent neighborhood. This area could be a prime candidate for new infill housing opportunities, such as moderately priced housing options or housing needs that would support the UW campus student population.

Enforce building and zoning codes. The city needs to be proactive in supporting positive property values, by enforcing building and zoning codes. Parking lots are weedy and need paving, storage of certain materials in vacant lots does not seem compatible to the area, and general building maintenance needs to be monitored.

→ **Look at long range development opportunities on the river.** A long-range plan for future riverfront development is important for capitalizing on a key asset of this area, should any of these properties ever become available. Develop and maintain a relationship with the current property owners in order to understand their future space needs and long-range property plans. Future connection opportunities to the river will fortify the character of the area and its connection to Downtown Wausau.

Look at a consolidated site for the Salvation Army. The Salvation Army is a good neighbor and asset for this community. Track the Salvation Army current strategic planning process. If their goal is to maintain a presence in this neighborhood, support their efforts and work with them to create a consolidated facility that better meets their needs to serve the community.

PART TWO: MASTER PLAN RECOMMENDATIONS

The following section summarizes the recommended land use and physical improvements for the Near West Side based on the results of personal interviews, site analysis and market findings. These recommendations are divided into Land Use Recommendations, Transportation Recommendations, and Urban Design Recommendations.

LAND USE RECOMMENDATIONS

The following text summarizes Land Use Recommendations for the Near West Side. This area is a special district that is different from other areas in the CBD. *It is important to state that recommendations identified in this section will require the involvement and cooperation of existing property owners. Acquisition, rehabilitation, and redevelopment activities will occur when owners are ready to make changes to their properties.*

→ Near West Side Vision Statement

The Near West Side is a unique and special district within the Wausau Central Business District that offers a diverse mix of retail, entertainment, service business, residential and institutional uses that will serve the needs of the surrounding neighborhoods, UW Marathon County, Wausau Central Business District, and the community as a whole. The Near West Side draws its market appeal and identity from its historic past, its many established businesses, its spectacular Wisconsin River frontage and its position as the gateway to Downtown Wausau. The revitalization of the Near West Side will achieve a long standing goal of linking both sides of the Wisconsin River to create a unified Central Business District and reinforce its role as a major business, civic, and recreation destination for the City of Wausau, the region, and the state.

Neighborhood Context

The Near West Side is part of a larger neighborhood that includes Wausau's historic Downtown, the UW Marathon County and the west side neighborhoods. Exhibit 3 illustrates the close relationship between these key land uses. These relationships should be promoted and strengthened to ensure the long-term economic vitality of the Near West Side and the CBD.

Branding and Identity

The Near West Side needs a new identity and image that complements the historic Downtown on the east side of the river. One of the attractions of the historic Downtown is the density of retail and entertainment businesses organized in continuous blockfaces with attractive streetscape amenities. This organization creates a walkable, exciting business district image. The area between 1st Avenue and 3rd Avenue should be organized in a similar way to create a strong sense of place and market identity. Other improvements that will contribute to establishing a new identity for the Near West Side include:

- Create a place name and branding identity for this special district.
- Incorporate a unique logo that symbolizes the new identity as part of the district's signage and streetscape design.
- Extend streetscape amenities (lighting, street trees, banners, planters) from the historic Downtown to the Near West Side to visually connect these two areas of the CBD.
- Market and promote the Near West Side as a special destination in the Wausau CBD.

- Create a visually dramatic “front door” entrance to the Near West Side with a new “town square” and attractive entrance signs on Stewart Avenue.
- Retain existing businesses and recruit new businesses to establish a mixed use destination that complements and expands the historic Downtown business mix. Look at how the Near West Side can be better tied to the UW Marathon County campus by providing shopping and social opportunities that support that market.

Land Use Organization

Exhibit 4 illustrates the recommended Land Use Organization for the Near West Side.

Area 1 – Mixed Use Business District

Area 1, between 1st Avenue and 3rd Avenue and between Elm Street and Stewart Avenue, is envisioned as a compact, walkable mixed use business district. The southern part of this area, between Alexander Street and Stewart Avenue, should focus primarily on retail and entertainment uses on the ground floor with service business and residential uses on the upper floors. The design intent of this area is to create an identifiable and cohesive business district with continuous storefronts along each blockface that will be created through the rehabilitation of existing buildings and new infill development on vacant and underutilized sites. The northern part of this area, between Elm Street and Alexander Street, offers the potential for diversifying housing choices in the neighborhood as part of the mixed use business district.

Area 2 – Institutional/Corporate Office

The area along the Wisconsin River should be planned comprehensively for a major civic or corporate campus use. This 9 acre area is currently occupied by a single property owner, East Bay. Redevelopment of this area, which can occur as the existing use transitions over time, should integrate and connect the Wisconsin River and the riverwalk system with the mixed use business district west of 1st Avenue.

Area 3 – Commercial Office

Area 3, west of 3rd Avenue, is primarily occupied by large free-standing commercial office buildings with surface parking lots fronting on 3rd Avenue. This area should remain primarily as an office/employment use with improved pedestrian connections to the mixed use business district east of 3rd Avenue. As an office area, the day time employee population is an important customer base for the mixed use business district. Expanded office development on these sites may be possible with acquisition of adjoining parcels and the provision for enclosed parking. Additional development in this area should be sensitive to residential uses along 4th Avenue. Future development should also include the improved appearance of commercial buildings and sites bordering Stewart Avenue.

Area 4 – Gateway Office/Retail

Area 4 is a 2 AC riverfront site located at the intersection of 1st Avenue and Stewart Avenue. This area is part of the gateway to the CBD and should be reserved for a highly visible, river-related destination commercial or retail use when the property becomes available.

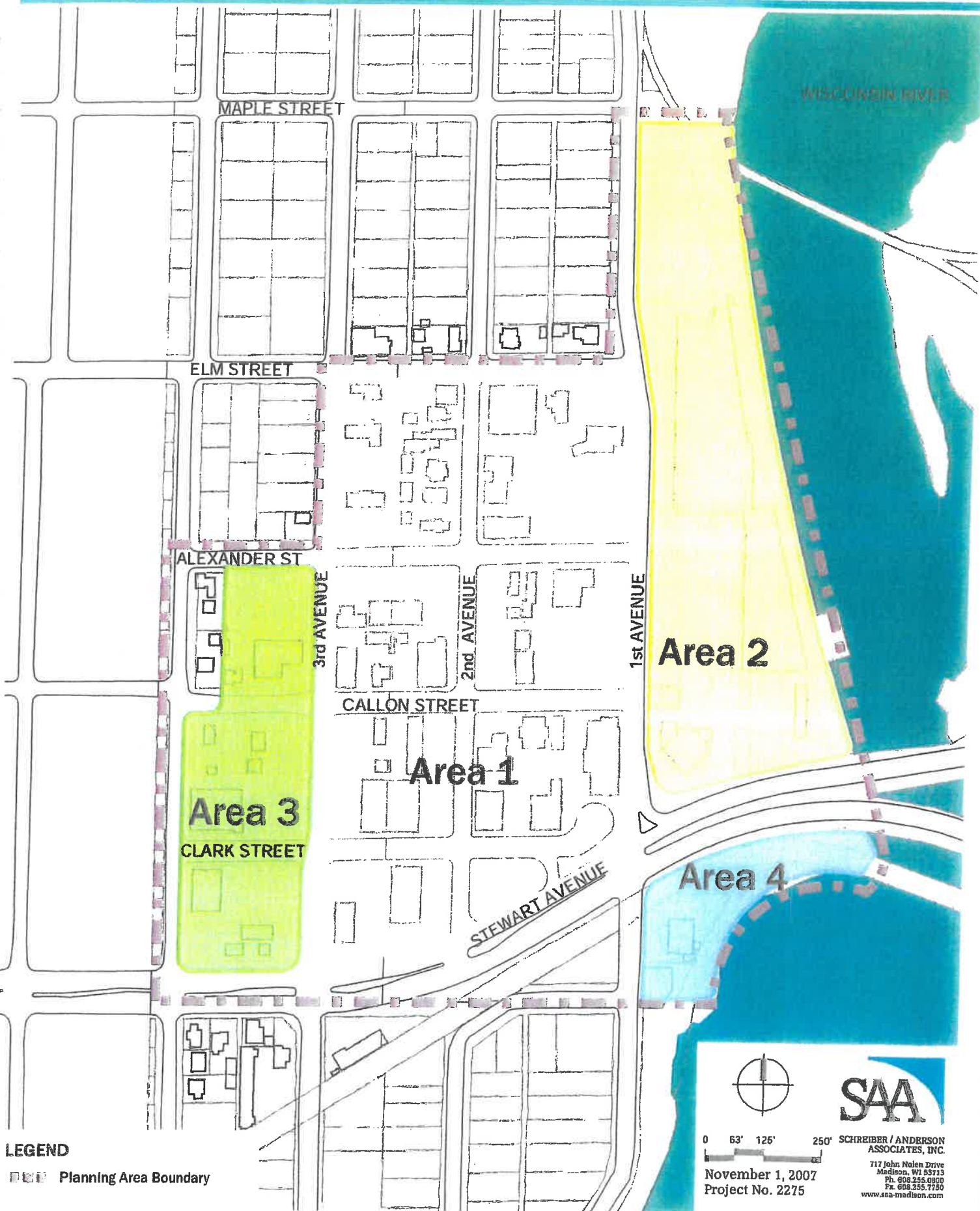
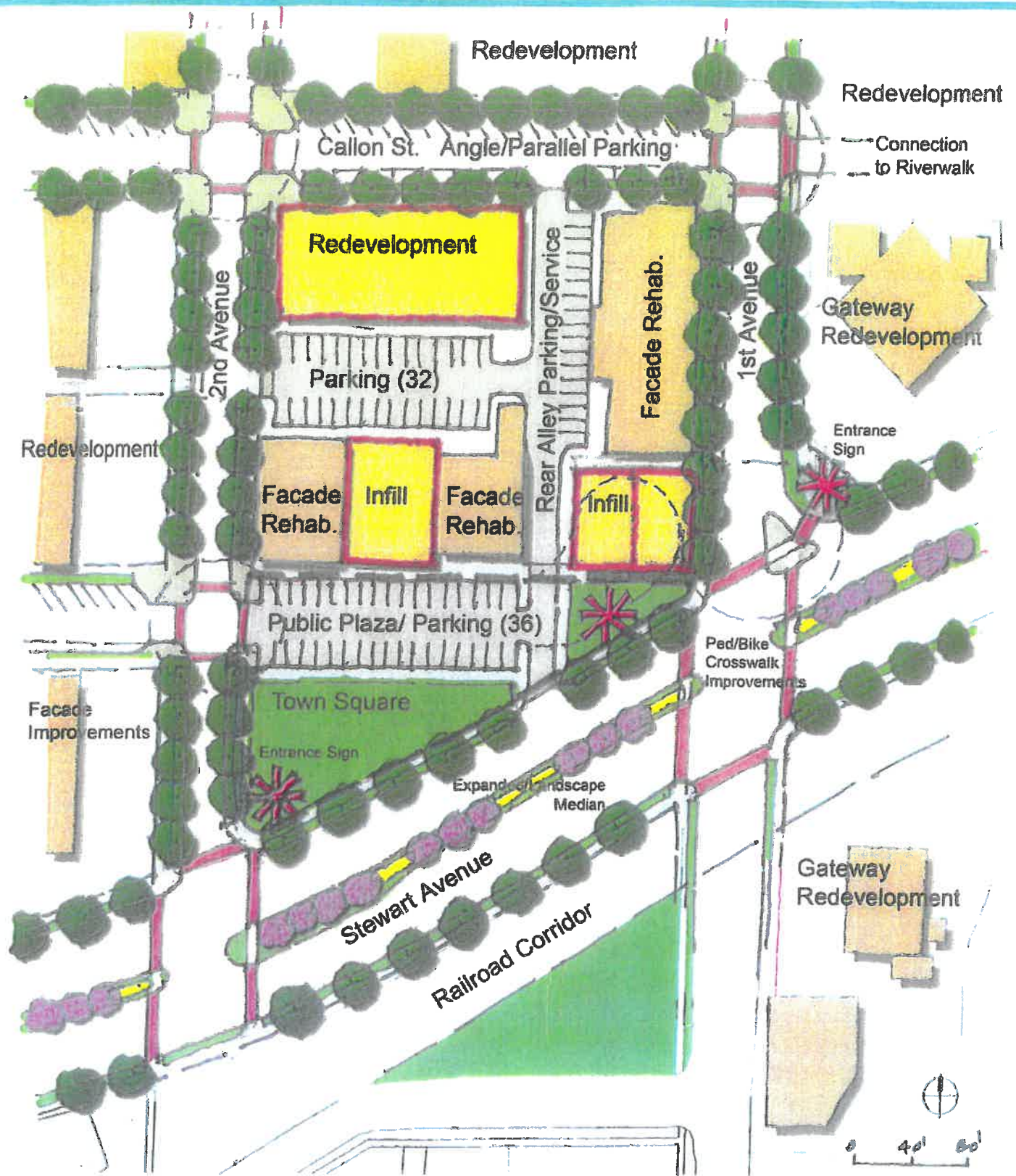


Exhibit 4: Land Use Organization

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Near West Side Master Plan



SAA

SCHREIBER / ANDERSON
ASSOCIATES, INC.

November 1, 2007
Project No. 2275

Exhibit 6: Redevelopment Concept Plan

16

From the Urban Mixed Use Zoning District

Minimum Front Setback	Even with or behind the principal structure	60 feet and at least 5 feet behind the principal structure
Minimum Side Setback	5 feet	5 feet
Minimum Side Setback (on corner)	Even with or behind the principal structure	60 feet and at least 5 feet behind the principal structure
Minimum Rear Setback	5 feet	5 feet
Maximum Height	18 feet	18 feet

(Ord. No. 61-5883, § 15, 5-11-2021)

Maximum Impervious Surface Ratio	90 percent	
Minimum Lot Width	60 feet	
Minimum Lot Depth	120 feet	
Minimum Lot Frontage at Right-of-Way	30 feet	
Minimum Front Setback	10 feet	
Minimum Attached Garage Setback	2 feet behind the plane of the building	
Minimum Porch Setback (front and side yard)	10 feet	
Minimum Street Side Setback (on corner lots)	10 feet	
Minimum Side Setback	0 or 10 feet	
Minimum Rear Setback	10 feet	
Maximum Principal Building Height	50 feet	
Minimum Number of Stories	1 story	
Minimum Principal Building Separation	10 feet	
Minimum Pavement Setback (lot line to pavement, excludes driveway entrances)	5 feet on side and rear yards 10 feet from any street right-of-way	
Minimum Parking Required	See article III	
Minimum Dwelling Unit Structure Area	400 square feet per bedroom	
Accessory Buildings:	Residential	Nonresidential (18)

23.02.54 - (UMU) Urban Mixed-Use Zoning District.

- (1) *Intent.* This district is intended to permit areas, generally on established commercial corridors, that are or are planning to become mixed use in character and establish standards that are compatible with the existing mix of land uses and redevelopment objectives. This district is intended to provide for a variety of employment, retail, and community service opportunities, while allowing some residential uses at an approximate density of **up to 36 dwelling units per acre**. Residential uses should not become the majority ground floor land use in this district. As of the adoption of this Code, any existing single-family or two-family use on a parcel zoned Urban Mixed-Use is a legal conforming land use. Uses shall be compatible not only with other uses within the district, but land uses in adjoining zoning districts as well.
- (2) ***Principal uses permitted by right.*** Refer to article III for detailed definitions and requirements for each of the following land uses.
- (a) Existing single-family or two-family land use (as of the adoption of this Code).
 - (b) Townhouse two to four units.
 - (c) Townhouse five to eight units.
 - (d) Multiplex three to four units.
 - (e) Multiplex five to eight units.
 - (f) Apartments three to four units.
 - (g) Apartments five to eight units.
 - (h) Apartments nine to 12 units.
 - (i) Apartments 13 to 16 units.
 - (j) **Apartments 17 to 20 units.**
 - (k) Single family living arrangement.
 - (l) Apartments with limited commercial.
 - (m) Mixed-use building.
 - (n) Live/work unit.
 - (o) Office.
 - (p) Personal or professional service.
 - (q) Indoor sales or service.
 - (r) Outdoor display.
 - (s) Artisan production shop.
 - (t) Physical activity studio.
 - (u) Commercial kitchen.
 - (v) Restaurants, taverns, and indoor commercial entertainment.

- (w) Drive-through and in-vehicle sales or service.
 - (x) Group daycare center.
 - (y) Indoor maintenance service.
 - (z) Water-related recreation.
 - (aa) Indoor institutional.
 - (bb) Outdoor open space institutional.
 - (cc) Passive outdoor recreation.
 - (dd) Active outdoor recreation.
 - (ee) Essential services.
 - (ff) Community living arrangement (one to eight residents) meeting the requirements of section 23.03.12(7).
 - (gg) Bed and breakfast.
- (3) *Principal uses permitted as conditional use.* Refer to article III for detailed definitions and requirements for each of the following land uses.
- (a) Apartments 21 to 36 units.
 - (b) Roommate living arrangement (four+ units).
 - (c) Boarding house living arrangement.
 - (d) Outdoor commercial entertainment.
 - (e) Commercial indoor lodging.
 - (f) Vehicle sales.
 - (g) Vehicle service and repair.
 - (h) Community living arrangement (nine to 15 residents) meeting the requirements of section 23.03.12(8).
 - (i) Community living arrangement (16+ residents) meeting the requirements of section 23.03.12(9).
 - (j) Institutional residential (assisted living).
 - (k) Production greenhouse.
 - (l) Indoor food cultivation and farming.
 - (m) Transit center.
 - (n) Off-site parking lot.
 - (o) Off-site structured parking.
 - (p) Communication tower.
 - (q) Cultivation.
 - (r) Community garden.

- (s) Market garden.
- (4) **Accessory uses permitted by right.** Refer to article III for detailed definitions and requirements for each of the following land uses.
 - (a) Arbor/trellis.
 - (b) Basketball hoop.
 - (c) Clothes line.
 - (d) Flag pole.
 - (e) Fountain.
 - (f) Little library.
 - (g) Little food pantry.
 - (h) Picnic table.
 - (i) Bench.
 - (j) Gazebo/picnic shelter.
 - (k) Patio.
 - (l) Freestanding deck.
 - (m) Seasonal decorations.
 - (n) Shed/storage building.
 - (o) Statue/art object.
 - (p) Swimming pool/recreational court.
 - (q) Swingset/play equipment/playhouse.
 - (r) Paved play court (basketball, tennis, pickle ball, etc.).
 - (s) Walkways/steps.
 - (t) Refuse enclosure.
 - (u) Outdoor kitchen.
 - (v) Pond.
 - (w) Garden, raised garden bed, landscape area, rain garden, or bioswale.
 - (x) Birdbath, birdhouse, or birdfeeder.
 - (y) Detached accessory building.
 - (z) Home occupation.
 - (aa) In-home daycare (four to eight children).
 - (bb) Boathouse.
 - (cc) In-family suite.
 - (dd) Tourist rooming house.
 - (ee) Nonresidential accessory structure.

- (ff) On-site parking lot.
 - (gg) On-site structured parking.
 - (hh) Company cafeteria.
 - (ii) Incidental outdoor display.
 - (jj) Incidental indoor sales.
 - (kk) Incidental light industrial.
 - (ll) Incidental outdoor storage.
 - (mm) Satellite dish.
 - (nn) Personal antenna and towers.
 - (oo) Small solar energy system.
- (5) *Accessory uses permitted as conditional use.* Refer to article III for detailed definitions and requirements for each of the following land uses.
- (a) Communication antenna.
 - (b) Small wind energy system.
- (6) *Temporary uses.* Most temporary uses are limited to 90 days per calendar year. Temporary uses below marked with an asterisk (*) may be extended in duration through the conditional use process. Refer to section 23.03.30 for detailed definitions and requirements for each of the following land uses.
- (a) Temporary moving container (residential).
 - (b) Temporary outdoor storage container (nonresidential).
 - (c) Farmer's market.
 - (d) Temporary outdoor sales*.
 - (e) Temporary outdoor assembly*.
 - (f) Temporary on-site construction storage*.
 - (g) Temporary contractor's project office*.
 - (h) Temporary on-site real estate sales office*.
 - (i) Temporary relocatable building*.
 - (j) Temporary shelter structure.
 - (k) Temporary vehicle sales*.
- (7) *Density, intensity, and bulk regulations for the (UMU) Urban Mixed-Use District.*

	Requirement
Minimum Lot Area	10,000 square feet lot



November 1, 2021

WOZ, Inc.
Attn: Chuck Ghidoriz
Managing Director
2100 Stewart Avenue
Wausau, WI 54401



Subject:

Review of Gorman Company Proposed Development – Westside Battery RFP.

Dear Chuck,

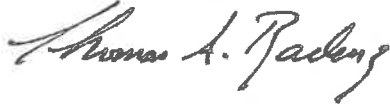
Our team is reviewing the feasibility to construct the proposed development on behalf of WOZ, Inc. as presented within the Gorman Company Westside Battery RFP response dated October 14, 2021. We offer the following comments related to challenges that will need to be overcome to construct the proposed improvements as shown within the referenced concept:

- 1.) Building Setback Encroachment
 - a. South 1st Avenue setback encroachment
 - b. South lot line setback encroachment
 - c. Ordinary highwater mark setback encroachment along the Northeast riverbank
- 2.) Utility Easement Vol. 386, pg. 842
 - a. The proposed building encroaches into the subject utility easement
 - b. Vacation of the subject easement is likely required
- 3.) Sanitary Sewer Easement, Vol 305, page 570
 - a. There is an existing 10" sanitary sewer line that bifurcates the site
 - b. The existing 10" sanitary sewer line is laid at 0.28% grade
 - c. The minimum grade for a 10" sanitary sewer line per the Wisconsin Department of Natural Resources Code (WDNR) is 0.28%
 - d. Relocating the subject sanitary sewer line to any other location will require additional pipe length ultimately dropping the minimum grade below the minimum grade allowed per WDNR Code
 - e. The proposed development would require the relocation of the subject sanitary sewer line
- 4.) Construction of Underground Parking Adjacent to South 1st Avenue
 - a. The proposed development depicts 50-underground parking stalls beneath the first floor
 - b. This will require an excavation greater than 12-feet directly adjacent to South 1st Avenue
 - c. To excavate directly adjacent to South 1st Avenue to a depth of 12-feet will likely require
 - i. Close the easterly lanes of South 1st Avenue for an extended period of time during construction (2 lanes minimum)
 - ii. Or install sheet piling along the entire length of the westerly property boundary to secure South 1st Avenue during construction
- 5.) Proximity to Existing Electric Power Transmission Lines
 - a. The southwest property corner is impacted by existing electric power transmission lines

- b. Wisconsin Public Service will require a safe distance from the line to the proposed building development
 - c. It will likely require moving the proposed building to the north to attain the required clearance
 - d. Moving the building to the north will change the alignment of the entrance to the underground parking from a direct connection to Stewart Place adjacent to the West
- 6.) Underground Parking Ingress/Egress
- a. Vehicles will be required to enter the garage at the right-of-way line of South 1st Avenue which does not allow for a driveway throat potentially creating an unsafe traffic movement on South 1st Avenue
 - b. Vehicles leaving the parking garage will not have visibility of Northbound South 1st Avenue traffic until their vehicle is across the sidewalk and potentially into the northbound drive lane causing an unsafe traffic movement for pedestrians and potentially traveling motorists

We have identified several of the challenges that need to be overcome to successfully construct the project as presented based on the limited information available to us at this time. Our team can assist you with additional project review as additional information becomes available to you.

Sincerely,
REI Engineering, Inc.



Tom Radenz, PLS
Vice President/Senior Consultant