



OFFICIAL NOTICE AND AGENDA

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

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

Meeting of the:	CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE OF THE CITY OF WAUSAU
Date/Time:	Thursday, August 13, 2020 at 5:15 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - COUNCIL CHAMBERS
Members:	Lisa Rasmussen (C), Lou Larson, Tom Neal, Debra Ryan, Jim Wadinski

AGENDA ITEMS FOR CONSIDERATION

1. CONSENT AGENDA (Any item can be removed from the Consent Agenda at the request of a Committee member.)
 - A. Approval of minutes of the July 9, 2020 meeting.
 - B. Action on Stormwater Maintenance Agreement for Kraft Heinz Company at 1309 and 1316 Curling Way.
 - C. Action on Stormwater Maintenance Agreement for Evergreen Adventures LLC at 919 Evergreen Road.
 - D. Action on final resolution to levy special assessments for 2020 Street Construction Projects.
 - E. Action on final resolution to levy special assessments for 2020 Alley Paving Project.
2. Discussion and possible action on the sale of 1321 Curling Way.
3. Discussion and possible action on creating Section 10.01.055 Avoidance of Traffic Control Device Prohibited.
4. Discussion and possible action on the preliminary plat and the final plat for Wausau River East Phase II Subdivision.
5. Discussion and possible action on the allocation of parking stalls for the Church of the Resurrection Parish on 2nd Street between McClellan and Grant Streets.
6. Discussion and possible action on stop sign placement at the intersection of 10th Street and Stark Street.
7. Discussion and possible action on No Turn on Red signage for northbound traffic at 17th Avenue and West Bridge Street.
8. Discussion and possible action on adding a No Turn on Red sign at the Pick 'N Save exit on Bridge Street.
9. Discussion and possible action on a Five-Year Street Reconstruction Plan.
10. Future Agenda Items.

Adjournment

LISA RASMUSSEN - Committee Chair

Due to the COVID-19 pandemic, this meeting is being held in person and via teleconference. Members of the media and the public may attend in person, subject to the social distancing rules of maintaining at least 6 feet apart from other individuals, or by calling 1-408-418-9388. The Access Code is 146 462 8352 and the password is 081320. Individuals appearing in person will either be seated in the Council Chambers or an overfill room, subject to the social distancing rules. Space available will be on a first come, first served basis. All public participants' phones will be muted during the meeting. Members of the public who do not wish to appear in person may view the meeting live over the internet at <https://tinyurl.com/wausaucitycouncil>, on the City of Wausau's YouTube Channel https://www.youtube.com/channel/UC-Nigpdco_i8sq5FbbJD_aw, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://waam.viebit.com>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail lori.wunsch@ci.wausau.wi.us with "CISM 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.

This Notice was posted at City Hall and faxed to the Daily Herald newsroom on 08/05/20 @ 3:00 p.m. Questions regarding this agenda may be directed to the Engineering Department at (715) 261-6740.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6590 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

Distribution List: City Website, Media, Committee Members, Mayor, Council Members, Assessor, Attorney, City Clerk, Community Development, Engineering, Finance, Inspections, Park Dept., Planning, Public Works, County Planning, Police Department, Wausau School District, Wausau Area Events, Becher Hoppe Associates, AECOM, Mi-Tech, REI, Glenn Speich, Judy Bayba, Scholfield Group, Evergreen Civil Engineering, Clark Dietz, Inc., Brown and Caldwell

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



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Members:

Lisa Rasmussen (C), Lou Larson, Tom Neal, Debra Ryan, Jim Wadinski

ADDENDUM

AGENDA ITEMS FOR CONSIDERATION

11. Discussion and possible action on an Easement for Wisconsin Public Service Corp., Charter Communications and Frontier North at 814 North 1st Street, 920 North 1st Street and 120 Franklin Street.
12. Discussion and possible action on an Easement for Wisconsin Public Service Corp., Charter Communications and Frontier North at 146 East Thomas Street, 206 East Thomas Street, 212 East Thomas Street, 226 East Thomas Street, 230 East Thomas Street, and 242 East Thomas Street.

Adjournment

LISA RASMUSSEN - Committee Chair

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This Notice was posted at City Hall and faxed to the Daily Herald newsroom on 08/11/20 @ 8:00 a.m. Questions regarding this agenda may be directed to the Engineering Department at (715) 261-6740.

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CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: July 9, 2020, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Larson, Neal, Ryan, Wadinski

Also Present: Mayor Rosenberg, Lindman, Wesolowski, Buckner, Niksich, Alfonso, Groat

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

Noting the presence of a quorum, at approximately 5:15 p.m. Chairman Rasmussen called the meeting to order.

Approval of minutes of the June 4, 2020 meeting

Neal moved to approve the minutes of the previous meeting. Larson seconded and the motion carried unanimously 5-0.

Discussion and possible action Authorizing Extension of Temporary Parking Restrictions on the 300 block of 3rd Street to Facilitate Establishment of Temporary Pilot Valet Parking Program

Rasmussen explained that we wanted to test the concept of valet parking on 3rd Street, which was going well until COVID-19. With not having a lot of months to determine the effectiveness of the program, there is a request to extend the temporary program to January 2021. This will allow time to try this while the restaurants are recovering and give time in the fall when dining on the streets has ended. Rasmussen is unaware of any complaints that have been received and when it was in place it was going well.

Neal moved to approve extending the temporary parking restrictions on the 300 block of 3rd Street to facilitate establishment of temporary pilot valet parking program. Seconded by Wadinski.

Neal stated when this was in operation during normal times, indications were it was contributing to parking efficiencies downtown. He is concerned with expiring in January as we are not sure how things will pan out with the pandemic. He would like to extend this into next season to get a true representation. Rasmussen doesn't feel there is a limitation on how long we can extend a temporary program. If it is proven to assist the businesses and make parking easier, especially in the snow season, she feels we would make this a permanent arrangement.

Alfonso indicated under ordinance this committee has the authority to approve temporary regulations. This already has been in effect for six months and we are now looking at another six months. She believes it would be out of the realm of temporary if it is proposed for a whole year.

Ryan feels this is a good idea and would like to see valet parking made available in other areas. Rasmussen noted that if it is seen as a success, there has been talk of adding it in other areas of the downtown.

There being a motion and a second, motion to approve carried unanimously 5-0.

Discussion and possible action regarding disposition of the old Westside Fire Station at 510 South 32nd Avenue

Rasmussen stated in the past there has been inquiries from the community seeking to start a senior center at the old Westside Fire Station. Now that the fire department has moved out, we have the opportunity to put the building up for sale or donate it. We had a relator analysis done and it could be sold for approximately \$330,000. If the committee wishes, we can take it out for bid with a set minimum bid price. Chuck Robinson had previously brought forth a detailed proposal for a senior center concept. He has recently passed away and family members are present to speak.

Dr. Meg Robinson, 206 A West Main Street, Waterford, stated her dad passed away about a week and a half ago. He wanted to make sure the senior center moved forward. He was recently granted non-profit status. He formed a corporation and has a business model done. She provided her dad's documents which included people who may help, examples of other senior centers, the concept of a senior center, paperwork on the YMCA, business set up, examples of bylaws, bids for construction work, and fundraising. Her dad felt that Wausau should have an inexpensive senior center. He intended to ask for a \$4 a month fee to keep the lights on, heat the building, etc.

Rasmussen noted the Chuck Robinson appeared before the last Council and gave a presentation on the concept. At the time he was in the process of gaining the non-profit status. He was working on cost estimates and getting a group together to renovate the facility and run the center as a non-profit.

Robinson said her dad left off at getting volunteers to get fundraising started. She is willing to stick with the project long enough to make sure there is one strong leader. She will organize everything he had into an easy to use format. He got the hard part of non-profit status completed. They would like to purchase the building for \$1. He did a comparison budget of this project and it would come in at 6.2% of the cost of the YMCA. That means that more people can join at a much cheaper level than at the YMCA.

Ryan had spoken with Chuck Robinson this fall. Through her healthcare she has a free membership to the YMCA. A number of the staff said a year ago the YMCA would be handicap accessible but the bathrooms and showers are not. She had known people who have asked the YMCA for financial assistance and they have been denied. With the Landing at the Y, there is the regular membership and then an additional \$20 a month. She feels we need something that is affordable for most seniors. She thinks there are a lot of seniors having issues with not eating well and slowing declining at home alone. This is a way to encourage seniors to feel welcome and can come as they are. There are a lot of isolated seniors and part of having a senior center is to get them out, socialize, and get other connections so they are not isolated.

Neal can see deferring any intention to sell the property for a significant period of time to allow the concept to be explored to see if it is viable. There are organizations and people in town that are amenable to help out and city government can help steer and advise. Neal proposed not giving the property at this time, but rather a promise of the property with a time limit to allow the concept to be pursued.

One discussion Rasmussen had with Chuck Robinson was it would be difficult to fundraise if you do not have a site locked in. There is a fear of doing fundraising and not being able to get the building. He wanted the building first and would work on fundraising after. She spoke about deferring action to see if the group comes together. She noted that sometimes when there is a loss of a key person, the rest of the effort fades and the energy is lost.

Groat indicated the proposal was brought forward out of respect for Chuck Robinson and the work he had done. The City could consider hiring a realtor. She questioned what would be the most efficient and effective way to get rid of the parcel. In talking with the Economic Development staff, it is not a strategic parcel so we do not need to manage its disposition. The zoning will take control over the property. If you look at the real estate market, realtors have a system developed for advertising and showing that gets them the fastest sale at the best price. There would be a question of who would let someone in and who would manage the vacant property if City staff took over the effort. Insurance costs go up dramatically when you have a vacant building. If the committee would like to give some time, she can recognize that. However, as a tax payer and the Finance Director, she asked the committee to think about the 40,000 people that live in Wausau and what's the best thing to do if we can maximize our costs. It would be great to get some money back from the old Fire Station and a use that would pay taxes. She understands the group wanting a senior center but as a taxpayer duplicate effort is not something we typically want to reward. A local foundation wrote a letter stating they committed a lot of money to the existing senior center at the YMCA and it is unlikely they would provide funding for a duplicate effort. If it was only about dollars and cents, she would recommend hiring a realtor to sell the property.

Ryan feels there is a need for another senior center, especially after the ADRC moved out of the Health Care Campus and a lot of activities were lost.

Larson supports this effort 100%. The YMCA wants \$44.10 a month for membership, a \$60 charge, plus another \$20. This is cost prohibitive for a lot of seniors. His mother looked forward to going to her senior center. Without that some seniors would just sit in their house.

Fred Schroeder, 2715 West Wausau Avenue, has been a resident of Wausau for close to 20 years. Over the last 20 years, there has been well over \$20 million out of TIFs for industrial development. We do need jobs, but seniors over 80 have paid taxes for probably 60 years. To maximum the value of property is one obligation to a certain extent, but doing something for seniors in the community is another. He is a member of the YMCA and participates in the Landing; however, this is a different concept. There used to be a game room when the Aging and Disability Center was at North Central Health. The game room was closed when they moved and the woodworking center was gone. There were probably 150 seniors that used that game center. Chuck Robinson was involved in wood working and felt it was possible to include a wood working room in the proposed center.

Terry Byrne understands there is insufficient space at the Landing to run a 10-12 bridge game. He feels there are a number of people that will step forward to get funding. He may be willing to spend time bringing this forward.

Rasmussen noted an email received from Jeffrey Stubbe, Executive Director of the Dwight and Linda Davis Foundation. One of the things the email states is if it is the committee's will to support the project, there may be an interest from the Landing in collaborating so they are not operating against each other. The Landing did create a social only membership. If there is shared purpose and a collaborative effort, it may make fundraising less of a challenge if donators see the two are not rivals.

Rasmussen mentioned deferring this for 60 days to give them time to survey whether they still have the momentum. Meg Robinson stated not having a building makes it hard to get fundraising. Rasmussen said it does sound like there is still energy in the group but it depends on how organized and devoted that energy is. Rasmussen feels that before a fundraising effort is kicked off, feelers should be put out to find out if there is consistent energy to develop, run and manage a facility like this on a day to day basis. The committee is willing to wait to see where this will go. Groat stated fundraising could be done if the City endorses a resolution giving 60 days with the want to see 50% of the \$500,000 raised. It could spur fundraising as setting a deadline creates some urgency.

Neal moved to allow a 90 day period for the group to seek cooperation/partnerships/backing during which time action will be deferred to get a realtor; this includes a letter of intent from the City holding the building for 90 days and at the end of the process the building is to be conveyed for \$1. Larson seconded.

Mayor Rosenberg referred to a similar situation with the County regarding the warm water therapy pool. They were given 3 months to raise \$3 million and they succeeded.

Larson added that the old fire station is within a block of a bus route and it wouldn't be difficult to extend the route.

Ryan noted that some foundations only meet quarterly and three months may be cutting it close. She encouraged allowing until the end of November. Ryan also stated that Pat Peckham is a part of a group called Wood Turners. He could talk to that group to see if they are looking for a permanent spot.

Wadinski asked if the motion included having a board set up and if the building doesn't happen would they have the drive to continue it someplace else. Rasmussen said we would never restrict them if there was an alternative site. Rasmussen explained the motion offers a 90 day planning option which we would convey the building for \$1 if the project is organized to the point where it has a managing board, a management plan to open and operate the facility, and 50% of the fundraising completed based on their cost estimates. This will be brought back to CISM in October, which gives them the rest of the summer and September to undertake the process. Depending upon the report in October, we will know if they need to wait or if it is so far off that it has to go in a different direction. This also allows time to have dialogue with the Landing and find out if there is room for collaboration.

There being a motion and a second, motion carried unanimously 5-0.

Discussion and possible action on a State/Municipal Agreement for Stewart Avenue from South 72nd Avenue to South 48th Avenue

Rasmussen said Stewart Avenue from 48th Avenue to 72nd Avenue is in rough shape and has been patched a lot. STP Urban funding has been secured from the MPO. Wesolowski explained there is a competitive process through the MPO to obtain STP Urban funding. Local communities submit projects which are scored by the group based on the amount of traffic, the importance to the community, and other factors. This funding cycle is a 70/30 cost split for participating items. Sewer and water are not included in participating items, which is estimated at \$1.5 million. Participating items are estimated at \$2.7 million in federal funds with the municipality responsible for the other \$1.1 million. The City would be responsible for state review as well. In 2024 there would be a commitment by the City of \$3.3 million, which \$1.5 million of that would be paid for by the Utility. Rasmussen stated a segment of the road is in a TID and we may be able to find some increment to help.

Wadinski moved to approve the State/Municipal Agreement for Stewart Avenue from South 72nd Avenue to South 48th Avenue. Seconded by Neal.

Larson asked if the \$3.3 million has been budgeted for. Rasmussen said if this is approved, it will go into the 2024 budget. Larson asked if there was any way to put money aside for this from now until 2024. Rasmussen explained we operate with a balanced budget. What we budgeted for we spend. Any surplus is moved to contingency, carried over, or returned to the general fund. Ryan feels future budgets could plan on a reserve to put money away for future years. Rasmussen indicated Groat would have to plan as some funds either need to be spent down or returned to the general fund.

There being a motion and a second, motion to approve carried unanimously 5-0.

Discussion and possible action on the sale of parcel at 1321 Curling Way

Rasmussen explained this is a parcel of land left from the realignment of Curling Way. Wesolowski indicated there is a party interested in purchasing the property. The parcel was deeded to the City by the railroad to put the old Curling Way in. Wesolowski would like to advertise and bring this back next month. The interested party would like to develop it this summer. Rasmussen noted that normally on remnant parcels if a minimum is set too high we do not receive an offer. We are not required to set a minimum.

Larson moved to approve the sale of 1321 Curling Way. Ryan seconded.

Wadinski mentioned that according to the map it appears the parcel goes over the railroad right-of-way. Wesolowski stated the railroad would retain the rail and the interested party would not be building on the part of the parcel.

There being a motion and a second, motion to approve carried unanimously 5-0.

Discussion and possible action on consideration of options for delivery and customer vehicle stacking during peak times near 306 South 17th Avenue

Rasmussen stated this area is a strip mall with Starbucks. During peak times there are issues with vehicles stacking onto 17th Avenue that creates a bottleneck in the southbound lane. There are also issues with delivery trucks unloading on 17th Avenue. The neighbors have concerns and have asked if there are other options as another building is planned to the north. Niksich noted that staff watched traffic from 7:30 am to 8:30 am on July 6 and from 8:30 am to 9:30 am on July 7. On July 6, there was one car stacking on 17th Avenue heading south. The car was there for about 2 minutes before clearing the roadway. There were no cars seen stacking on July 7. Niksich does not know if there is much of a stacking issue given it is a two lane road in both directions and a left turn lane heading northbound. He can see how delivery vehicles on 17th Avenue would be a safety concern.

Rasmussen said supply and dairy deliveries are made off of 17th Avenue using the western lane. She questioned if there was a better way to relieve this. If a quick service place or a place with a drive thru is developed to the north, there will be more cars. She questioned if there are options to work with the building owners and the owner of the proposed building to create better access. For the volume of business in the strip mall, it has a poorly designed and undersized parking area. Ryan noted this is becoming a regular problem as more people are using the drive thru because of the pandemic.

Wesolowski said the preliminary site plan for the new development has the entrance off of 18th Avenue. Staff would discourage an entrance off of 17th. Lindman added that 18th Avenue will be relocated to the north and there will be more space. Rasmussen would like staff to work with the owner. Neal questioned if signage could be posted similar to no stopping or standing on 17th Avenue so they have to make arrangements for deliveries on the other side. It is not the City's purpose to provide delivery ease but it is our duty to take care of roadway safety. Staff will research signage and look into standards.

Discussion and possible action on a Temporary Limited Easement for grading at 3505 Stewart Avenue (O'Malley)

Rasmussen explained this easement is for site grading that will address issues they have on the back side of their property. Neal moved to approve the Temporary Limited Easement for grading at 3505 Stewart Avenue. Larson seconded and the motion carried unanimously 5-0.

Discussion and possible action on a Temporary Limited Easement for the construction of a trail at 800 North 1st Street (Doctors Park LLP) and 810 North 1st Street (Doctors Park Partnership)

Rasmussen noted that these are parcels near the eye clinic to further the trail. Larson moved to approve the Temporary Limited Easement at 800 North 1st Street and 810 North 1st Street. Neal seconded and the motion carried unanimously 5-0.

Discussion and possible action on revised Temporary Easement Agreement and Permanent Easement Agreement with Marathon County at 400 East Thomas Street

Neal moved to approve the revised Temporary Easement Agreement and the Permanent Easement Agreement at 400 East Thomas Street. Wadinski seconded and the motion carried unanimously 5-0.

Discussion and possible action on allocating four to six on-street parking stalls for the Church of the Resurrection Parish on 2nd Street between McClellan and Grant Streets

Per Rasmussen, Economic Development recently talked about this site. They are articulating the Development Agreement to match the agreement with the church to swap out a parking lot for on-street parking. The church would like some spaces signed for church use only.

Lindman stated the church feels two hour on-street parking is not adequate and they wanted to designate a certain number of spots. Staff is proposing four spaces, which was the minimum number asked for. This can be evaluated in the future if there becomes a need for more. The remaining on-street stalls would be open to the public. Neal feels this is reasonable as the spaces are not convenient for other use in the area.

Neal moved to approve allocating four on-street parking stalls for the Church of the Resurrection Parish on 2nd Street between McClellan and Grant Streets.

Public comment was received from Jeff Plier asking to take into account the ground lease agreement and make sure any action is reflective of the discussions between the Parish and the City. Rasmussen feels if the tradeoff for on-street parking versus the parking lot is resolved and the church is amenable to four stalls, we should be able to comply.

While working for Catholic Charities Ryan worked with the downtown churches. The churches have regular volunteers, especially the Resurrection during lent soup and supper events. Ryan seconded Neal's motion.

Wesolowski indicated the ordinance will have to designate which spaces. The committee agreed by consensus to designate two spaces on each side of the handicap spot located mid-block.

There being a motion and a second, motion to approve carried unanimously 5-0.

Discussion and possible action on proposed 2021 Street Construction Projects and Five Year Plan

After the last meeting, staff expected committee members to email which streets they felt needed reconstruction if we were going to forego Eau Claire Boulevard. Wesolowski offered a lot of streets that are spread around town, including Bugbee Avenue. Rasmussen reviewed her district and found 3rd Avenue from Randolph Street to Bos Creek is in worse shape, has more traffic than Bugbee, and gets more complaints. She recommends replacing Bugbee with 3rd Avenue and splitting it into two projects; Randolph to Bos Creek and Randolph to Knox Street. The south half is not as bad as the north half. She drove her whole area and 3rd Avenue seemed to be really rough. She would favor 3rd Avenue over Bugbee.

Larson feels Rosecrans from 17th Avenue to 22nd is beyond repair and it is a bus route. Ryan said South 5th Avenue from West Street to Garfield Avenue is in poor condition. When construction took place on Thomas Street and 1st Avenue, people used 5th Avenue to get around. The sewer is from 1909-1915 and the watermain is from 1941-1966. Neal recommended Hamilton Street from 5th Street to 7th Street and 8th Street from Bridge Street to the south. Wadinski met with staff and had streets in mind until staff educated him. When choosing streets, he would like to use criteria such as how bad the road is, underground utilities, traffic volume and usage.

Rasmussen asked if any of the suggested roads are eligible for overlay versus reconstruction as we can stretch dollars further with overlay. Wadinski asked about bidding for overlay as oil prices are down and asphalt is cheaper. Wesolowski stated projects are bid out February through May. This year an overlay project was bid out in February with another one bid in April or May, and we received very good prices.

Wesolowski noted that he would not recommend 3rd Avenue for an overlay project due to the poor condition of the road and there have been 10 watermain breaks. Rosecrans Street has drainage issues that an overlay would not address; this would be a reconstruction project to add storm sewer. He would not recommend 8th Street for an overlay. DPW is in the process of purchasing a paver and we are trying to get funds to them for thin overlays. Staff would overlay streets where curb and gutter is in good shape, utilities are in good shape, and there is drainage.

Larson stated that 17th Avenue is not on the 5 year plan. With new construction and apartment buildings in the area, we need to have a decent road. Per Wesolowski, this will be submitted for STP Urban funding and he feels it will score highly.

Wesolowski estimates 3rd Avenue reconstruction to be \$600,000, Rosecrans to be \$600,000, and 5th Avenue approximately \$200,000. Wadinski asked if all three streets are rated a 2 or less. Wesolowski replied they are rated 2 and 3, and the difference between a 2 and 3 can be minimal. The utilities on Rosecrans are newer but there is a need for storm sewer. 3rd Avenue and 5th Avenue are in need of sewer and water replacement. We could budget for these roads, but there is still a chance they would not make it through the budget process. Rasmussen feels this would be a good spread and we will see an impact in more districts. The following year we can choose 3 more streets in 3 other areas.

Ryan mentioned sewer relining and asked if there was a cost benefit to only doing the road and water on areas where the sewer has been relined. Lindman stated that the Utility pays for water and sewer. Rasmussen questioned the life span when a sewer is relined. Wesolowski explained the Sewer Department does a cured in place project each year in areas where the lines cannot wait for a reconstruction project. It is not cheap in comparison as brand

new pipe can be installed for about the cost per foot of in-place lining. Regarding water, Wesolowski noted that Rosecrans has copper services and 5th Avenue and 3rd Avenue have lead services.

Larson moved to approve the 2021 Street Construction Projects of 3rd Avenue from Randolph Street to Bos Creek, 5th Avenue from West Street to Garfield Avenue, and Rosecrans Street from 17th Avenue to 22nd Place. Seconded by Ryan and the motion carried unanimously 5-0.

Discussion of future needs for traffic management at 14th Avenue and Elm Street with development of two new apartment projects and related resident traffic

There are a lot of things under development near 14th Avenue and Elm Street. As people move in, traffic will increase. Rasmussen questioned if this is an area to keep on the radar for a traffic study to see if there is a need for traffic controls at 14th and Elm Street.

While Larson appreciates having this on the agenda, it is hard to envision the future. He would like to table this until we see there is a problem. It is hard to fix a problem that is not there.

Ryan has had neighbors ask about this. She was under the impression all of the apartments on the southern acre will put traffic onto 17th Avenue. The developer is saying he wants the exit onto Elm Street. She feels an entrance/exit there will cause problems. People want to talk about a 4-way stop at 14th Avenue. Rasmussen stated that historically residents on the east side of 14th Avenue have been adverse to traffic entering and exiting onto 14th Avenue.

Wadinski noted that the former bowling alley and events at the hotel had a lot of traffic and there wasn't a problem unless it was icy. The biggest concern would be for the entrance to be placed in the right spot and kept off 14th Avenue. Rasmussen added that we could look at the timing of the lights as well if there is an issue. Wesolowski stated with an apartment building, not everyone is coming and leaving at the same time. If there is an issue we could look at placing a 4-way stop at 14th and Elm if warranted.

Rasmussen would like to keep this on the radar until the building is leased up. If there is an issue we will bring it back. Ryan stated with apartments there will be more people walking to the grocery store. At some point we may want to look at pedestrian traffic. Wesolowski stated staff can look at this. If needed, improvements such as pavement markings can be made.

Discussion of possible installation of sidewalk on 14th Avenue between Elm Street and Callon Street in areas that do not have it currently

Rasmussen feels with upcoming development and kids biking and walking to school, connectivity of sidewalk in this area makes sense.

Ryan moved to approve the installation of sidewalk on 14th Avenue between Elm Street and Callon Street. Seconded by Neal.

Wesolowski reminded the committee that sidewalk installation is assessed out. If there is sidewalk on both sides, typically the property owner pays 50%. If there is sidewalk on one side, the cost is split between the two sides at 25%. A petition was received for sidewalk on 12th Avenue from Randolph to Merrill, which was included in the budget request. Rasmussen said when Urban West was first proposed the residents of the Village advocated for sidewalk. Urban West is 2/3rds full and a second building is proposed. Wesolowski further explained that \$150,000 is requested in the budget for sidewalk replacement with another \$60,000 for new sidewalk on 12th Avenue. Staff will add \$25,000 for this request.

There being a motion and a second, motion to approve carried unanimously 5-0.

Discussion on overnight parking during the winter months

Rasmussen explained that this was talked about last winter when there were difficulties removing snow as people failed to observe even/odd parking. We tried enhanced enforcement to try to modify behavior without taking overnight parking away. The report in the packet shows snow emergency citations issued, which are \$100 each. The staff report provided a few options. People parking on the lawn creates property maintenance issues and we cannot lead residents to believe they can park there in the winter but could be cited for it the rest of the year. We could educate residents to use the parking lots and ramps but people are not interested in walking four to five blocks from a lot to their apartment. We could amend the zoning code but we just completed a rewrite of the code. Designating on-street parking only in certain areas would start a fight in areas that do not have it. The idea of charging residents a permit fee received negative feedback as citizens are already paying taxes and do not want to pay more to park in front of their house. Increased enforcement during the winter months did help tremendously. Parking on both sides year round and one side during a snow emergency is an invitation for confusion.

Neal feels the last option of parking on both sides is a bad idea. This would present a real problem on numerous streets for public safety vehicles. He feels enhanced enforcement is the way to go, even before the snow season. He mentioned towing for flagrant situations. Rasmussen indicated towing was talked about but we do not have an impound and we would need a tow contract and ordinance change.

When Wadinski was still working, some nights it was impossible to enforce overnight parking because of the work load. Rasmussen said last winter the parking control staff was brought in and paid for out of the citation revenue. Buckner added that CSO staff was used but having CSO staff is not necessarily a constant. Last year PD had plenty of people who were available and willing to come in and do this. Wadinski likes the towing idea for education; however, during snow storms tow companies are busy.

Ryan feels an extra effort should be made with landlords and businesses that do not have off-street parking. Rasmussen said overnight parking is the problem when DPW is trying to get the streets clean. She spoke of Strowbridge Street between 1st Avenue and Cherry Street. The road is the width of an alley. If one car is parked on the street the plow cannot get through. Then residents call saying the plow missed their road.

Larson feels there is not a comfortable decision to make but agrees with using enhanced enforcement. Neal stated this is not simply during snow emergencies but also enforcing odd/even parking to get people in the habit of parking where they should be. Rasmussen believes if we are consistent in enforcement, people will do a better job.

The committee agreed by consensus to use increased enforcement.

Discussion on possible capital improvements and history of past improvements on 3rd Avenue from Stewart Avenue to Thomas Street

This item was brought up by former Alderperson Thao who wanted to see what could be done to enhance the appeal of 3rd Avenue. 3rd Avenue does not have a sense of place and the overhead lighting is dark in areas due to the tree canopy. Decorative lighting is expensive but may be the only option at this point. Costs would have to be worked into future budgets or possibly look for Block Grant funding.

Ryan asked if there was an option for mid-block, LED lighting. Rasmussen indicated that historically mid-block lighting was only approved if the street turned. However, that was when we did not have LED fixtures that are inexpensive to run. It is not expensive to install a light on an existing WPS pole. We have recently installed a few based on petitions.

Per Wesolowski, the existing lighting is 30' cobra poles at the intersections and mid-block. The lighting is not LED as it was put in 15 to 20 years ago. Rasmussen asked how expensive it would be to retrofit the poles for LED. Wesolowski indicated staff could look into retrofitting some of the heads, which would enhance the

lighting. Thao was looking for higher visual aesthetics that would cause property owners to invest in their properties. She was also looking to enhance the walkability of the neighborhood; enhanced lighting would help. If it is inexpensive to change heads, it would be a great first step.

Ryan spoke of a light out at Elm and 4th Avenue. When it was replaced with a LED there was twice as much light. She added that with the change from the election, there will be more of an effort in the neighborhood south of Stewart Avenue with new alderpersons trying to engage more to turn things around.

Rasmussen questioned Focus on Energy grants. Lindman stated Focus on Energy is getting away from reimbursements for LED but payback with LED is accomplished in a couple of years.

The committee agreed by consensus to have staff look into the costs of changing the light fixtures to LED.

Wesolowski said this could be added as a request to the 2021 budget. We could purchase the fixtures and staff could install. Wadinski feels we should be doing more of this if there is a good payback. Lindman noted that LED replacements have taken place in the ramps. Some street lighting is done every year.

Future Agenda Items

Neal would like to the intersection of 10th Street and Stark Street on a future agenda. Currently the stop signs are on 10th Street and the neighbors regularly express concerns of speeding on Stark. He feels mitigating speed on 10th Street does not make sense. He would like to see the stop signs swapped from 10th Street to Stark Street. Rasmussen has heard about this several times from a resident at 8th and Stark. This was looked at before and the guidelines are to place the stop sign on the less traveled road, which is why they were placed on 10th Street. We try not to use stop signs to control speed. Targeted enforcement works, but only when there is a presence. This will be brought forward in August.

Wadinski would like to talk about the no turn on read for north bound at 17th Avenue and West Bridge Street. Rasmussen noted that this sign went up as a result of a petition. Wesolowski added it was so the resident could back out of her driveway. Wadinski feels doing something like this for one is not the right thing to do. Ryan indicated the residents on Bridge Street did not have a break in traffic. She added Madison uses smaller but wider speed bumps to slow traffic. Wesolowski stated speed bumps have negative impacts to plows, the noise of people hitting them, people hitting their breaks and then accelerating. He has read in studies where communities that installed them have ended up removing them because of negative impacts. Discussion followed on traffic calming measures.

Adjourn

Neal moved to adjourn the meeting. Larson seconded and the motion carried unanimously 5-0. Meeting adjourned at approximately 7:45 p.m.

AGENDA ITEM
Action on Stormwater Maintenance Agreement for Kraft Heinz Company at 1309 and 1316 Curling Way.
BACKGROUND
The Kraft Heinz Company is proposing to build two separate parking lots that will be divided by Curling Way. The parking lots will total approximately 2 acres and will consist of the paved parking lot, landscaping and stormwater facilities. To ensure properly functioning post-stormwater facilities year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a biennial basis. The attached maintenance agreement is attached for your review.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Staff recommends approval of the stormwater maintenance agreement.
Staff contact: TJ Niksich 715-261-6748

Document No.	AGREEMENT Document Title
AGREEMENT FOR THE MANAGEMENT AND MAINTENANCE OF A STORMWATER FACILITY THIS AGREEMENT made this <u>16th</u> day of <u>July</u>, 20<u>20</u>, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and <u>Kraft Heinz Company in Wausau</u>, a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER"; WITNESSETH: WHEREAS, CITY has an interest in and an obligation for the development, management, and maintenance of stormwater facilities within the corporate limits of the City of Wausau, which interest and obligation is evidenced in CITY's stormwater management ordinance and in this agreement which is being entered into pursuant to that ordinance; and WHEREAS, OWNER wishes to construct certain buildings on land in the City of Wausau, and as an inducement for CITY to grant to OWNER a permit to construct these improvements, OWNER wishes to enter into this agreement for the management and maintenance of a stormwater facility; and	
Recording Area	
Name and Return Address City of Wausau Engineering Dept. 407 Grant Street Wausau, WI 54403	
PIN:	

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

NOW, THEREFORE, the parties hereto agree as follows:

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

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

OWNER:

By: Amanda Mandefro

By: _____

CITY OF WAUSAU:

By: _____
Katie Rosenberg, Mayor

By: _____
Leslie Kremer, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 16 day of July, 2020, the above-named Amanda Mandefro and _____ of KraftHeinz Co, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Julie R Pospyhalla
NOTARY PUBLIC
STATE OF WISCONSIN

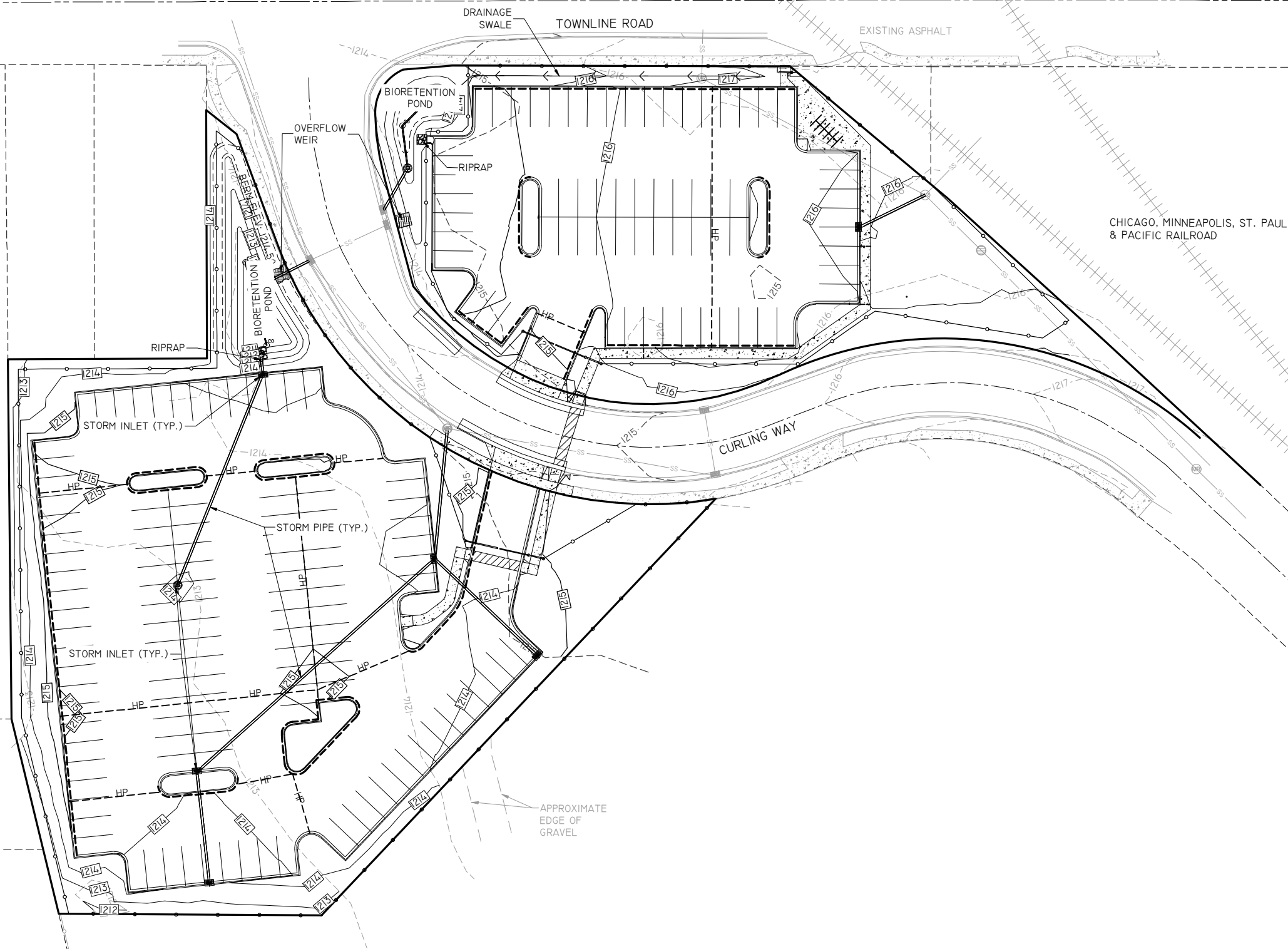
Julie R. Pospyhalla
Notary Public, Wisconsin
My commission: 10/12/23

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 20__, the above-named Katie Rosenberg, Mayor, and Leslie Kremer, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

DRAWING FILE: P:\7800-7899\7864A - KRAFT FOODS PARKING LOTS\DWG\EXHIBITS\7864A-EXHIBIT A.dwg LAYOUT: EXH A
PLOTTED: FEB 20, 2020 - 2:46PM PLOTTED BY: GREW

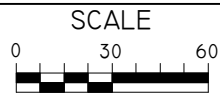


REI Engineering, Inc.
4080 N. 20TH AVENUE
WAUSAU, WISCONSIN 54401
PHONE: 715.675.9784 FAX: 715.675.4060
EMAIL: MAIL@REIENGINEERING.COM



REI

**CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING**



DATE	REVISION	BY	CHK'D

DESIGNED BY: GSW	CHECKED BY: JJB
SURVEYED BY: JLR, CLF	APPROVED BY: JJB
DRAWN BY: GSW	DATE: 02/20/20

EXHIBIT A: GRADING AND DRAINAGE
KRAFT HEINZ PARKING AREAS
1309 CURLING WAY
WAUSAU, WI 54403

REI
REI No. 7864A
SHEET EXH A

EXHIBIT A

See Grading & Drainage Exhibit

EXHIBIT B

STORM WATER FACILITIES MANAGEMENT MAINTENANCE SCHEDULE & PROCEDURES FOR KRAFT HEINZ PARKING AREAS 1309 & 1316 CURLING WAY CITY OF WAUSAU, MARATHON COUNTY, WI

PROPERTY LEGAL DESCRIPTION:

Lot 1 of Certified Survey Map Number 16492, recorded in Volume 76, on Page 141, in the Marathon County Register of Deeds office, and that part of vacated former Junction Street lying Northeasterly of said Lot 1; all being part of the Northwest 1/4 of the Fractional Northeast 1/4 and part of the Northeast 1/4 of the Fractional Northeast 1/4, Section 1, Township 28 North, Range 7 East, City of Wausau, Marathon County, Wisconsin.

Excluding lands dedicated for public road right-of-way as described in Document No. 1774458.

RESPONSIBLE PARTY:

The Owner, The Kraft Heinz Company, their successors, and assigns, shall inspect and maintain the following structural and/or non-structural measures.

MAINTENANCE SCHEDULE AND PROCEDURES:

Maintenance inspections by the Owner shall take place at a minimum of twice per year, following Owner's acceptance of the Project from the Site Contractor. Owner shall maintain a written inspection and maintenance log.

Maintenance and inspection shall be performed within the bioretention ponds and their outlet structures, on-site storm sewer, drainage swale and riprap.

1. DEBRIS: Removal of trash, debris, and noxious weeds should be done on a regular basis to maintain aesthetics and functionality of the bioretention ponds, storm sewer, drainage swale, and riprap on the site.
2. STORM AND OUTLET STRUCTURES: Remove accumulated sediment and/or debris from the outlet structures of the ponds and storm sewer pipe.
3. SUMPED CATCH BASINS: Remove accumulated sediment and/or debris from the sumped catch basins a minimum of every other year.
4. RIPRAP: Inspect riprap and replace as may be needed to maintain integrity and a clean appearance of riprap.

5. MOWING: Seasonally mow pond side slopes to promote aesthetics and control weed growth.
6. DRAINAGE SWALE: Maintain free-drainage within the drainage swale on the site.
7. BIORETENTION PLANTING TREATMENTS: Replacement of dead plant life with new plant plugs of a mesic or wet prairie type designation per the WDNR approved plant list should be done as necessary to help maintain infiltration rates as the roots will assist with this. Replace or restore hardwood mulch within the bottom of the pond following rainfall events. The mulch will only be required during the first two growing seasons until the plantings are established.
8. BIORETENTION ENGINEERED SOIL MIX: Following rainfall events, verify the ability for the bioretention ponds to drain. If standing surface water is regularly present within the facility following 48 hours of dry weather, the engineered soil mix may need to be loosened or replaced to restore the infiltration rate. Plantings may be salvaged and replanted if work is done during spring or fall.
9. SNOW PLOWING: Do not plow snow into the bioretention ponds as this will cause premature failure of the devices.

AGENDA ITEM
Action on Stormwater Maintenance Agreement for Evergreen Adventures LLC at 919 Evergreen Road
BACKGROUND
Evergreen Adventures, LLC is proposing to build a commercial development consisting of 2 apartment buildings on approximately 1.5 acres of land at the corner of Evergreen Rd and 6th St. Associated with the building construction is a parking lot, landscaping and stormwater facilities. To ensure properly functioning post-stormwater facilities year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a biennial basis. The attached maintenance agreement is attached for your review.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Staff recommends approval of the stormwater maintenance agreement.
Staff contact: TJ Niksich 715-261-6748

AGREEMENT FOR THE MANAGEMENT AND MAINTENANCE OF A STORMWATER FACILITY

THIS AGREEMENT made this 10 day of June, 2020, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and Evergreen Adventures LLC, a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER";

WITNESSETH:

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

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

Recording Area

Name and Return Address

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

PIN:

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

OWNER:

By: Evergreen Adventures LLC

By: Jacob Waldner

CITY OF WAUSAU:

By: _____
Katie Rosenberg, Mayor

By: _____
Leslie Kremer, Clerk

STATE OF WISCONSIN)
) ss.

COUNTY OF ~~MARATHON~~
Langlade

Personally came before me this 10th day of June, 2020 the above-named Jacob Waldner and _____ of _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

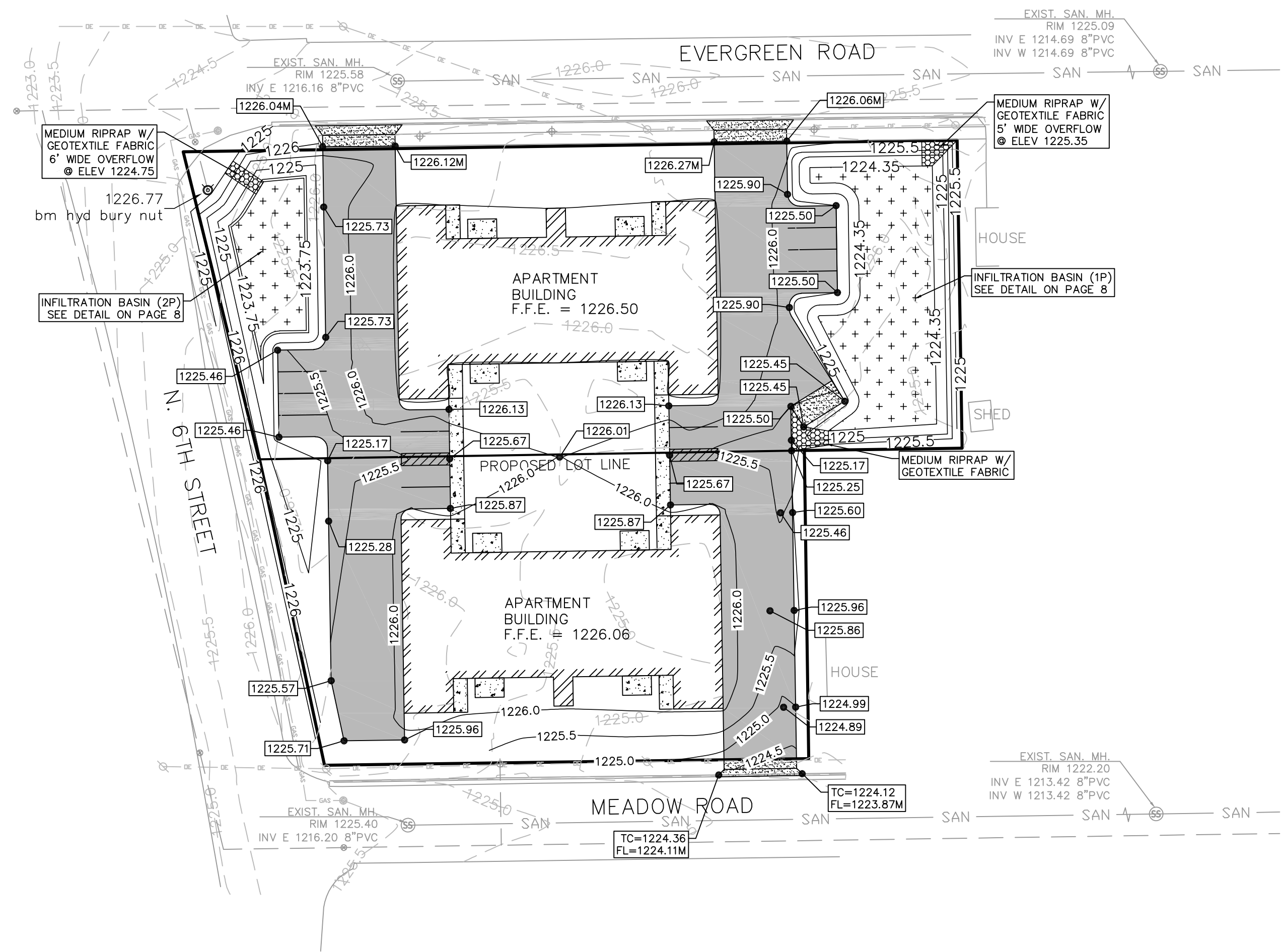
Katrina M. Darr
NOTARY
Notary Public, Wisconsin
My commission: 08-12-2023

STATE OF WISCONSIN)
) ss.

COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 20____, the above-named Katie Rosenberg, Mayor, and Leslie Kremer, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____



MARATHON TECHNICAL SERVICES LLC
CONSULTING ENGINEERS
404 FRANKLIN ST - WAUSAU, WI 54403
PHONE & FAX - (715)843-7292
WWW.MTSLLC.NET

REVISION DATE
SURVEYED: VREELAND DESIGNED: MTS DRAWN BY: DMV APPROVED: NSB & MWT PROJECT #: 2019

EXHIBIT A - GRADING &
DRAINAGE
EVERGREEN APARTMENTS
CITY OF WAUSAU, MARATHON CO.

SCALE
1" = 40'
SHEET NO.
EX. A

EXHIBIT A

See Grading & Drainage Exhibit

EXHIBIT B

STORMWATER FACILITIES MAINTENANCE SCHEDULE AND PROCEDURES FOR Evergreen Adventures, LLC

Property Address: 919 Evergreen Road, Wausau, WI 54403
Located in the NW1/4 of the NW1/4 of Section 13, Township 29 North, Range 7 East,
City of Wausau, Marathon County, Wisconsin.

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

Maintenance and inspection shall be performed within the infiltration basin on the site.

Maintenance at this location shall consist of the following tasks:

1. DEBRIS: Removal of trash, debris, sediment, and noxious weeds should be done on a regular basis to maintain aesthetics and functionality of the grass swales and infiltration basins.
2. GRASS SWALES: Remove accumulated sediment and/or debris from swale bottoms.
3. INFILTRATION BASINS: Remove accumulated sediment and debris from infiltration basin. Deep till and replant as needed to promote the continued infiltration of runoff. Shall be maintained and operated per Wisconsin DNR Technical Standards 1003.
4. MOWING: Mow the side slopes, swales, and embankments to promote aesthetic and control weed growth.
5. CLOGGING: If clogging occurs, remove the top 2-3 inches of soil. Chisel plow and add topsoil and compost. Revegetate.
6. SNOW: If snow is plowed onto infiltration basins, then more frequent maintenance of the soils will be required to maintain desired plant life and infiltration rates.

AGENDA ITEM
Action on final resolution to levy special assessments for 2020 Street Construction Projects
BACKGROUND
In the fall of each year, the Common Council adopts resolutions to levy special assessment for street construction projects. Special assessments for 2020 street construction projects to be levied this year include Cedar Street from 7 th Avenue to 14 th Avenue and Kickbusch Street from Bellis Street to 13 th Street.
FISCAL IMPACT
Estimated special assessments of \$254,000.
STAFF RECOMMENDATION
Staff recommends forwarding the resolution to the Common Council to levy the special assessments.
Staff contact: Allen Wesolowski 715-261-6762

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

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

Levying Special Assessments for the 2020 Street Construction Projects

Committee Action:

Fiscal Impact: Estimated construction cost \$2,755,000; estimated special assessments \$254,000

File Number: 20-0106

Date Introduced: September 8, 2020

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$2,755,000</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☒ No ☐	<i>Amount: \$2,755,000 Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, on January 14, 2020, a preliminary resolution was adopted for the proposed public street construction project which included the removal and replacement of bituminous concrete and/or Portland cement concrete pavement, curb and gutter, drive approaches, installation and/or replacement of sidewalk and sanitary sewer, water and storm sewer laterals where necessary, on the following streets during 2020:

Cedar Street from 7th Avenue to 14th Avenue
Kickbusch Street from Bellis Street to 13th Street

WHEREAS, the Engineer's report was filed in the office of the City Clerk; a public hearing was held February 4, 2020 for the project; and the Board of Public Works reported upon the hearing to the Capital Improvements and Street Maintenance Committee regarding the comments of those who appeared at said hearing and

WHEREAS, the Capital Improvements and Street Maintenance Committee did recommend to the Common Council that the projects be constructed during 2020, and the Common Council accepted the Committee's report at its meeting of February 25, 2020 and ordered that the projects be advertised for bid; and

WHEREAS, bids were received by the Board of Public Works and the low bidder was awarded the street construction projects and

WHEREAS, the street construction project special assessments for each property affected are attached hereto and made a part hereof;

NOW THEREFORE, BE IT RESOLVED,

1. That payment for said public improvements shall be made through an assessment against the real estate property described above.
2. That the assessments be and are hereby levied in the amount set forth above.
3. That such levy is made by the exercise of the City's police powers.
4. That the assessments are hereby determined to be fair and equitable, allocated amongst the property on a reasonable basis, and are in the public interest.
5. That any interested property owner may contest all or any part of such assessment in the manner provided in Section 3.24.020 of the Wausau Municipal Code.
6. That the special assessments shall be paid as follows:

Assessments under \$300: If payment is not made prior to November 1, 2020, the special assessment will be placed on the 2020 real estate tax bill and be due in full on or before January 31, 2021. There is no interest charged when paid in full. Assessments totaling less than \$300 must be paid in full and do not qualify for a payment schedule.

Assessments totaling \$300 but less than \$20,000: If full payment is not made prior to November 1, 2020, assessments totaling \$300 but less than \$20,000 will automatically be placed on the five-year payment schedule on the 2020 real estate tax bill. Property owners may then pay their special assessment under either of two options:

- A. Payment in full without interest with the 2020 real estate taxes **OR**
- B. Payment of the first one-fifth of the assessment with the 2020 real estate taxes without interest. The remaining balance is paid in equal installments on the next four real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% (the 2019 rate was 2.71%) beginning February 1, 2021, on the unpaid balance. The remaining balance may be paid at any time

with interest calculated through the month of payment.

Assessments over \$20,000: If payment is not made prior to November 1, 2020, assessments totaling \$20,000 or more will automatically be placed on the ten-year payment schedule on the 2020 real estate tax bill. Property owners may then pay their special assessment under either of two options:

- A. Payment in full without interest with the 2020 real estate taxes **OR**
- B. Payment of the first one-tenth of the assessment with the 2020 real estate taxes without interest. The remaining balance is paid in equal installments on the next nine real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% (the 2019 rate was 2.71%) beginning February 1, 2021, on the unpaid balance. The remaining balance may be paid at any time with interest calculated through the month of payment.

Real estate taxes may be paid in full or in three installments (January 31, April 30, July 31). Regardless of how real estate taxes are paid, special assessments must be paid on or before January 31, 2021. No payments can be applied to real estate taxes if special assessments are not paid. Section 74.12(11)(a), Wisconsin Statutes, specifically states that if a treasurer receives a payment from a taxpayer which is not sufficient to pay all general property taxes, special assessments and special taxes due, the treasurer shall apply the payment to the amounts due, including interest and penalties, in the following order: (1) personal property taxes; (2) delinquent utility charges; (3) special charges; (4) special assessments; (5) special taxes; (6) general property taxes.

BE IT FURTHER RESOLVED that this final assessment resolution shall be published as a Class I notice in the official City newspaper; and

BE IT FURTHER RESOLVED, the Clerk shall cause to be mailed a copy of this resolution and a statement of the final assessment against the property to every property owner whose name appears on the assessment roll, whose post office address is known or can with reasonable diligence be ascertained.

Approved:

Katie Rosenberg, Mayor

2020 STREET CONSTRUCTION PROJECTS

This list will be updated as soon as drive approaches and sidewalk are installed and measured. All assessments are to be levied in 2020.

Address	Name	Key No.	Assessable Footage	Street Assmt	Dr Appr Footage	Assmt @ ____/sf	Sidewalk Footage	Assmt @ \$6.80/lf	Sewer Lateral	Total
CEDAR STREET - 7TH AVE TO 14TH AVE				@ \$42.00		@ \$6.09/sf				
401 N 9th Ave	Barnes / Brock	2907-262-0355	0.00	0.00		0.00		0.00		0.00
402 N 9th Ave	RJH Rental LLC	2907-262-0309	0.00	0.00		0.00		0.00		0.00
332 N 10th Ave	Roeder	2907-262-0501	0.00	0.00		0.00		0.00		0.00
402 N 10th Ave	Reinke	2907-262-0289	75.00	3,150.00		0.00		0.00		3,150.00
403 N 10th Ave	Schade	2907-262-0311	56.00	2,352.00		0.00		0.00		2,352.00
328 N 11th Ave	Bragg	2907-262-0325	70.50	2,961.00		0.00		0.00		2,961.00
329 N 12th Ave	Johnson	2907-262-0318	64.00	2,688.00		0.00		0.00		2,688.00
330 N 12th Ave	Hack	2907-271-0029	100.00	4,200.00		0.00		0.00		4,200.00
406 N 12th Ave	Niemeyer	2907-271-0022	81.10	3,406.20		0.00		0.00		3,406.20
702 Cedar St	MKS Income Trust	2907-262-0370	0.00	0.00		0.00		0.00		0.00
703 Cedar St	Dehnel	2907-262-0365	60.00	2,520.00		0.00		0.00		2,520.00
705 Cedar St	Zoborowski	2907-262-0366	60.00	2,520.00		0.00		0.00		2,520.00
710 Cedar St	Spink	2907-262-0385	0.00	0.00		0.00		0.00		0.00
715 Cedar St	Kummerow	2907-262-0367	0.00	0.00		0.00		0.00		0.00
801 Cedar St	Baptist	2907-262-0490	0.00	0.00		0.00		0.00		0.00
804 Cedar St	Orcutt	2907-262-0354	0.00	0.00		0.00		0.00		0.00
811 Cedar St	Allar	2907-262-0488	0.00	0.00		0.00		0.00		0.00
903 Cedar St	Felix	2907-262-0492	0.00	0.00		0.00		0.00		0.00
910 Cedar St	Williams	2907-262-0310	58.00	2,436.00		0.00		0.00		2,436.00
915 Cedar St	Piotrowski	2907-262-0500	0.00	0.00		0.00		0.00		0.00
1008 Cedar St	Tuley	2907-262-0290	60.00	2,520.00		0.00		0.00		2,520.00
1010 Cedar St	Erdman	2907-262-0291	60.00	2,520.00		0.00		0.00		2,520.00
1015 Cedar St	Strek	2907-262-0509	0.00	0.00		0.00		0.00		0.00
1016 Cedar St	Williams	2907-262-0292	60.00	2,520.00		0.00		0.00		2,520.00
1102 Cedar St	Pingel	2907-262-0293	60.00	2,520.00		0.00		0.00		2,520.00
1105 Cedar St	Stone	2907-262-0324	64.00	2,688.00		0.00		0.00		2,688.00
1106 Cedar St	Johnson	2907-262-0294	60.00	2,520.00		0.00		0.00		2,520.00
1109 Cedar St	Beranek	2907-262-0323	64.00	2,688.00		0.00		0.00		2,688.00
1110 Cedar St	Gartmann	2907-262-0295	60.00	2,520.00		0.00		0.00		2,520.00
1114 Cedar St	Eisenman	2907-262-0296	60.00	2,520.00		0.00		0.00		2,520.00
1115 Cedar St	Bradford	2907-262-0322	64.00	2,688.00		0.00		0.00		2,688.00
1119 Cedar St	Clement	2907-262-0321	64.00	2,688.00		0.00		0.00		2,688.00
1120 Cedar St	Weiler	2907-262-0297	60.00	2,520.00		0.00		0.00		2,520.00
1122 Cedar St	Elliott	2907-262-0298	80.00	3,360.00		0.00		0.00		3,360.00
1123 Cedar St	Drabes	2907-262-0320	64.00	2,688.00		0.00		0.00		2,688.00
1127 Cedar St	Thao	2907-262-0319	64.00	2,688.00		0.00		0.00		2,688.00

Address	Name	Key No.	Assessable Footage	Street Assmt	Dr Appr Footage	Assmt @ ____/sf	Sidewalk Footage	Assmt @ \$6.80/lf	Sewer Lateral	Total
1130 Cedar St	Kolpacki	2907-262-0299	100.00	4,200.00		0.00		0.00		4,200.00
1132 Cedar St	Zellner	2907-262-0300	60.00	2,520.00		0.00		0.00		2,520.00
1208 Cedar St	Niemeyer	2907-271-0023	75.00	3,150.00		0.00		0.00		3,150.00
1211 Cedar St	Erdman	2907-271-0030	120.00	5,040.00		0.00		0.00		5,040.00
1212 Cedar St	Unger	2907-271-0024	75.00	3,150.00		0.00		0.00		3,150.00
1217 Cedar St	Xiong / Her	2907-271-0031	120.00	5,040.00		0.00		0.00		5,040.00
1220 Cedar St	Long / Ippolito	2907-271-0025	113.00	4,746.00		0.00		0.00		4,746.00
1305 Cedar St	Blicharz	2907-271-0032	80.00	3,360.00		0.00		0.00		3,360.00
1308 Cedar St	CLR Income Trust	2907-271-0026	114.00	4,788.00		0.00		0.00		4,788.00
1311 Cedar St	Zimdars	2907-271-0033	96.00	4,032.00		0.00		0.00		4,032.00
1314 Cedar St	Martino	2907-271-0027	75.00	3,150.00		0.00		0.00		3,150.00
1317 Cedar St	Nitz & Brye RLT	2907-271-0034	99.00	4,158.00		0.00		0.00		4,158.00
1320 Cedar St	Incredible Bank	2907-271-0028	81.00	3,402.00		0.00		0.00		3,402.00
KICKBUSCH STREET - BELLIS STREET TO 13TH STREET				@ \$42.00		@ \$5.06/sf		@ \$6.62/lf		
201 S 10th St	Hintze	2907-361-0386	71.00	2,982.00		0.00		0.00		2,982.00
201 S 13th St	Brown	2908-312-0996	0.00	0.00		0.00		0.00		0.00
202 S 13th St	Seidel	2907-361-0405	68.00	2,856.00		0.00		0.00		2,856.00
902 Kickbusch St	Central WI Apts. LLC	2907-361-0132	0.00	0.00		0.00		0.00		0.00
903 Kickbusch St	Tietz	2907-361-0233	49.50	2,079.00		0.00		0.00		2,079.00
905 Kickbusch St	Chojnacki	2907-361-0234	50.00	2,100.00		0.00		0.00		2,100.00
907 Kickbusch St	Lang	2907-361-0235	50.00	2,100.00		0.00		0.00		2,100.00
910 Kickbusch St	Vollmar	2907-361-0131	60.00	2,520.00		0.00		0.00		2,520.00
911 Kickbusch St	Bung	2907-361-0236	50.00	2,100.00		0.00		0.00		2,100.00
914 Kickbusch St	Springer	2907-361-0130	60.00	2,520.00		0.00		0.00		2,520.00
915 Kickbusch St	Oxford	2907-361-0237	50.00	2,100.00		0.00		0.00		2,100.00
917 Kickbusch St	Holster	2907-361-0238	50.00	2,100.00		0.00		0.00		2,100.00
918 Kickbusch St	Buch	2907-361-0129	60.00	2,520.00		0.00		0.00		2,520.00
921 Kickbusch St	Strykowski	2907-361-0239	50.00	2,100.00		0.00		0.00		2,100.00
922 Kickbusch St	Novotny	2907-361-0128	60.00	2,520.00		0.00		0.00		2,520.00
925 Kickbusch St	Saucier / Fish	2907-361-0240	50.00	2,100.00		0.00		0.00		2,100.00
926 Kickbusch St	Fuller	2907-361-0127	60.00	2,520.00		0.00		0.00		2,520.00
929 Kickbusch St	Friberg	2907-361-0241	50.00	2,100.00		0.00		0.00		2,100.00
930 Kickbusch St	Pierschalla	2907-361-0126	60.00	2,520.00		0.00		0.00		2,520.00
1002 Kickbusch St	Yang	2907-361-0069	60.00	2,520.00		0.00		0.00		2,520.00
1007 Kickbusch St	Endure LLC	2907-361-0959	60.00	2,520.00		0.00		0.00		2,520.00
1008 Kickbusch St	Reinertson	2907-361-0068	60.00	2,520.00		0.00		0.00		2,520.00
1009 Kickbusch St	Morton	2907-361-0387	60.00	2,520.00		0.00		0.00		2,520.00
1011 Kickbusch St	Livingstone	2907-361-0958	60.00	2,520.00		0.00		0.00		2,520.00
1012 Kickbusch St	O-Brien	2907-361-0067	60.00	2,520.00		0.00		0.00		2,520.00
1014 Kickbusch St	Carter	2907-361-0066	60.00	2,520.00		0.00		0.00		2,520.00

Address	Name	Key No.	Assessable Footage	Street Assmt	Dr Appr Footage	Assmt @ ____/sf	Sidewalk Footage	Assmt @ \$6.80/lf	Sewer Lateral	Total
1017 Kickbusch St	Michaelis	2907-361-0957	60.00	2,520.00		0.00		0.00		2,520.00
1020 Kickbusch St	Zion Investment Group	2907-361-0065	60.00	2,520.00		0.00		0.00		2,520.00
1021 Kickbusch St	Sayner	2907-361-0956	45.00	1,890.00		0.00		0.00		1,890.00
1104 Kickbusch St	Her / Yang	2907-361-0076	60.00	2,520.00		0.00		0.00		2,520.00
1105 Kickbusch St	MCA Properties LLC	2907-361-0955	90.00	3,780.00		0.00		0.00		3,780.00
1107 Kickbusch St	MCA Properties LLC	2907-361-0954	60.00	2,520.00		0.00		0.00		2,520.00
1108 Kickbusch St	Peterson	2907-361-0075	90.00	3,780.00		0.00		0.00		3,780.00
1111 Kickbusch St	Complete Properties	2907-361-0953	70.00	2,940.00		0.00		0.00		2,940.00
1116 Kickbusch St	Peterson	2907-361-0073	90.00	3,780.00		0.00		0.00		3,780.00
1117 Kickbusch St	Sell	2907-361-0952	60.00	2,520.00		0.00		0.00		2,520.00
1201 Kickbusch St	Kostecki	2907-361-0397	84.00	3,528.00		0.00		0.00		3,528.00
1202 Kickbusch St	Schulz	2907-361-0921	130.00	5,460.00		0.00		0.00		5,460.00
1209 Kickbusch St	Wolf	2907-361-0398	80.60	3,385.20		0.00		0.00		3,385.20
1210 Kickbusch St	Mohr / Linder-Mohr	2907-361-0964	134.00	5,628.00		0.00		0.00		5,628.00
1213 Kickbusch St	Mills	2907-361-0399	62.60	2,629.20		0.00		0.00		2,629.20
1217 Kickbusch St	Gibbs	2907-361-0400	58.80	2,469.60		0.00		0.00		2,469.60
1218 Kickbusch St	Wausau Real Estate	2907-361-0966	50.00	2,100.00		0.00		0.00		2,100.00
1220 Kickbusch St	Barthels	2907-361-0967	60.00	2,520.00		0.00		0.00		2,520.00
1221 Kickbusch St	Her	2907-361-0401	66.40	2,788.80		0.00		0.00		2,788.80
1226 Kickbusch St	Doede	2907-361-0969	88.00	3,696.00		0.00		0.00		3,696.00
1227 Kickbusch St	Shipway	2907-361-0402	60.00	2,520.00		0.00		0.00		2,520.00
1231 Kickbusch St	Thao	2907-361-0403	70.00	2,940.00		0.00		0.00		2,940.00
1234 Kickbusch St	Mosher	2907-361-0971	99.00	4,158.00		0.00		0.00		4,158.00
1237 Kickbusch St	Her	2907-361-0404	66.00	2,772.00		0.00		0.00		2,772.00
1240 Kickbusch St	Boerema/Gust-Boerema	2907-361-0970	99.00	4,158.00		0.00		0.00		4,158.00

Agenda Item No.
1E

STAFF REPORT TO CISM COMMITTEE – August 13, 2020

AGENDA ITEM
Action on final resolution to levy special assessments for 2020 Alley Paving Project
BACKGROUND
In the fall of each year, the Common Council adopts resolutions to levy special assessment for alley paving projects. Special assessments for 2020 alley paving projects to be levied this year include the alley bounded by 113 Ross Avenue, 2100-2112 Grand Avenue, 2114 Grand Avenue, and 114 Kent Street; and the alley bounded by 114 Broadway Avenue, 1930 Grand Avenue, 1932 Grand Avenue, 1938 Grand Avenue, and 1942 Grand Avenue.
FISCAL IMPACT
Estimated special assessments of \$8,900.
STAFF RECOMMENDATION
Staff recommends forwarding the resolution to the Common Council to levy the special assessments.
Staff contact: Allen Wesolowski 715-261-6762

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

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

Levying Special Assessments for the 2020 Alley Paving Project

Committee Action:

Fiscal Impact: Estimated construction cost \$18,000; estimated special assessments \$8,900

File Number: 20-0105

Date Introduced: September 8, 2020

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$18,000</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☒ No ☐	<i>Amount: \$18,000 Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, on January 14, 2020 a preliminary resolution was adopted for the proposed public construction project which included the installation of asphalt pavement on the alley bounded by 113 Ross Avenue, 2100-2112 Grand Avenue, 2114 Grand Avenue and 114 Kent Street; and the alley bounded by 114 Broadway Avenue, 1930 Grand Avenue, 1932 Grand Avenue, 1938 Grand Avenue and 1942 Grand Avenue, during 2020; and

WHEREAS, the Engineer's report was filed with the City Clerk; a public hearing was held February 4, 2020; and the Board of Public Works reported upon the hearing to the Capital Improvements and Street Maintenance Committee regarding the comments of those who appeared at said hearing; and

WHEREAS, the Capital Improvements and Street Maintenance Committee did recommend to the Common Council that the project be constructed during 2020, and the Common Council accepted the Committee's reports at its meeting of February 25, 2020 and authorized that the project be accomplished; and

WHEREAS, bids were received by the Board of Public Works and the low bidder was awarded the alley paving project; and

WHEREAS, upon receipt of the low bid, the Engineer recalculated the estimates of construction costs as set forth in the Engineer's report aforesaid, and applied the bid figures to the City assessment formula to each property affected, and the resulting assessments are attached hereto and made a part hereof;

NOW THEREFORE, BE IT RESOLVED,

1. That payment for said public improvements shall be made through an assessment against the real estate property described above.
2. That the assessments be and are hereby levied in the amount set forth above.
3. That such levy is made by the exercise of the City's police powers.
4. That the assessments are hereby determined to be fair and equitable, allocated amongst the property on a reasonable basis, and are in the public interest.
5. That any interested property owner may contest all or any part of such assessment in the manner provided in Section 3.24.020 of the Wausau Municipal Code.
6. That the special assessments shall be paid as follows:

Assessments under \$300: If payment is not made prior to November 1, 2020, the special assessment will be placed on the 2020 real estate tax bill and be due in full on or before January 31, 2021. There is no interest charged when paid in full. Assessments totaling less than \$300 must be paid in full and do not qualify for a payment schedule.

Assessments totaling \$300 but less than \$20,000: If full payment is not made prior to November 1, 2020, assessments totaling \$300 but less than \$20,000 will automatically be placed on the five-year payment schedule on the 2020 real estate tax bill. Property owners may then pay their special assessment under either of two options:

- A. Payment in full without interest with the 2020 real estate taxes **OR**
- B. Payment of the first one-fifth of the assessment with the 2020 real estate taxes without interest. The remaining balance is paid in equal installments on the next four real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% (the 2019 rate was 2.71%) beginning February 1, 2021, on the unpaid balance. The remaining balance may be paid at any time with interest calculated through the month of payment.

Assessments over \$20,000: If payment is not made prior to November 1, 2020, assessments totaling \$20,000 or more will automatically be placed on the ten-year

payment schedule on the 2020 real estate tax bill. Property owners may then pay their special assessment under either of two options:

- A. Payment in full without interest with the 2020 real estate taxes **OR**
- B. Payment of the first one-tenth of the assessment with the 2020 real estate taxes without interest. The remaining balance is paid in equal installments on the next nine real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% (the 2019 rate was 2.71%) beginning February 1, 2021, on the unpaid balance. The remaining balance may be paid at any time with interest calculated through the month of payment.

Real estate taxes may be paid in full or in three installments (January 31, April 30, July 31). Regardless of how real estate taxes are paid, special assessments must be paid on or before January 31, 2021. No payments can be applied to real estate taxes if special assessments are not paid. Section 74.12(11)(a), Wisconsin Statutes, specifically states that if a treasurer receives a payment from a taxpayer which is not sufficient to pay all general property taxes, special assessments and special taxes due, the treasurer shall apply the payment to the amounts due, including interest and penalties, in the following order: (1) personal property taxes; (2) delinquent utility charges; (3) special charges; (4) special assessments; (5) special taxes; (6) general property taxes.

BE IT FURTHER RESOLVED that this final assessment resolution shall be published as a Class I notice in the official City newspaper; and

BE IT FURTHER RESOLVED, the Clerk shall cause to be mailed a copy of this resolution and a statement of the final assessment against the property to every property owner whose name appears on the assessment roll, whose post office address is known or can with reasonable diligence be ascertained.

Approved:

Katie Rosenberg, Mayor

2020 ALLEY IMPROVEMENT PROJECT

Address	Name	Key No.	Footage	Assessment \$14.00/ft *
Ross Avenue/Grand Avenue				
2100-2112 Grand Avenue	BFP East LLC	2807-014-0070	186.00	2,604.00
2114 Grand Avenue	RL Grand Investments LLC	2807-014-0109	18.00	252.00
114 Kent Street	Wood, David	2807-014-0111	15.00	210.00
113 Ross Avenue	BFP East LLC	2807-014-0072	177.00	2,478.00
Broadway Avenue/Grand Avenue				
114 Broadway Avenue	Strow, Diane	2807-014-0041	120.00	1,680.00
1930 Grand Avenue	Burns Rental Properties LLC	2807-014-0995	0.00	0.00
1932 Grand Avenue	Wausau Treats LLC	2807-014-0037	16.00	224.00
1938 Grand Avenue	Wausau Treats LLC	2807-014-0038	52.00	728.00
1942 Grand Avenue	Stainbrook Properties LLC	2807-014-0039	52.00	728.00

*Please note the assessment rate is currently estimated at \$14/ft. The rate will be updated after the alleys have been paved and the amount of asphalt used is determined.

AGENDA ITEM
Discussion and possible action on the sale of 1321 Curling Way
BACKGROUND
The Board of Public Works opened bids for the sale of 1321 Curling Way. The parcel was advertised for sale by the Engineering Department. One bid was received for the property. The bid was from Kraft in the amount of \$1,000. Kraft plans to build an employee parking lot on the parcel.
FISCAL IMPACT
The City would receive the \$1,000 for the parcel and the property would go back on the tax roll.
STAFF RECOMMENDATION
Staff recommends approval of the sale of the parcel to Kraft.
Staff contact: Allen Wesolowski 715-261-6762

Bid to Purchase Property from City of Wausau

I hereby submit the following bid to purchase the City-owned property located at 1321 Curling Way. The parcel is approximately 10,175 sq. ft.

Bid price: \$ 1000.⁰⁰

Briefly describe your intended use of the property: Kraft Heinz Company
owns the property adjacent to parcel 0903. This
parcel will become part of a new parking lot for
Kraft Heinz employees.

Note: any questions, please contact Michael O'Hara,
PM/CM for KHC @ mobile 402-499-5519

Name: Kraft Heinz Company (KHC)

Mailing Address: 1007 Townline Road Wausau, WI 54403

Telephone: 402-499-5519

Date: 7-16-2020

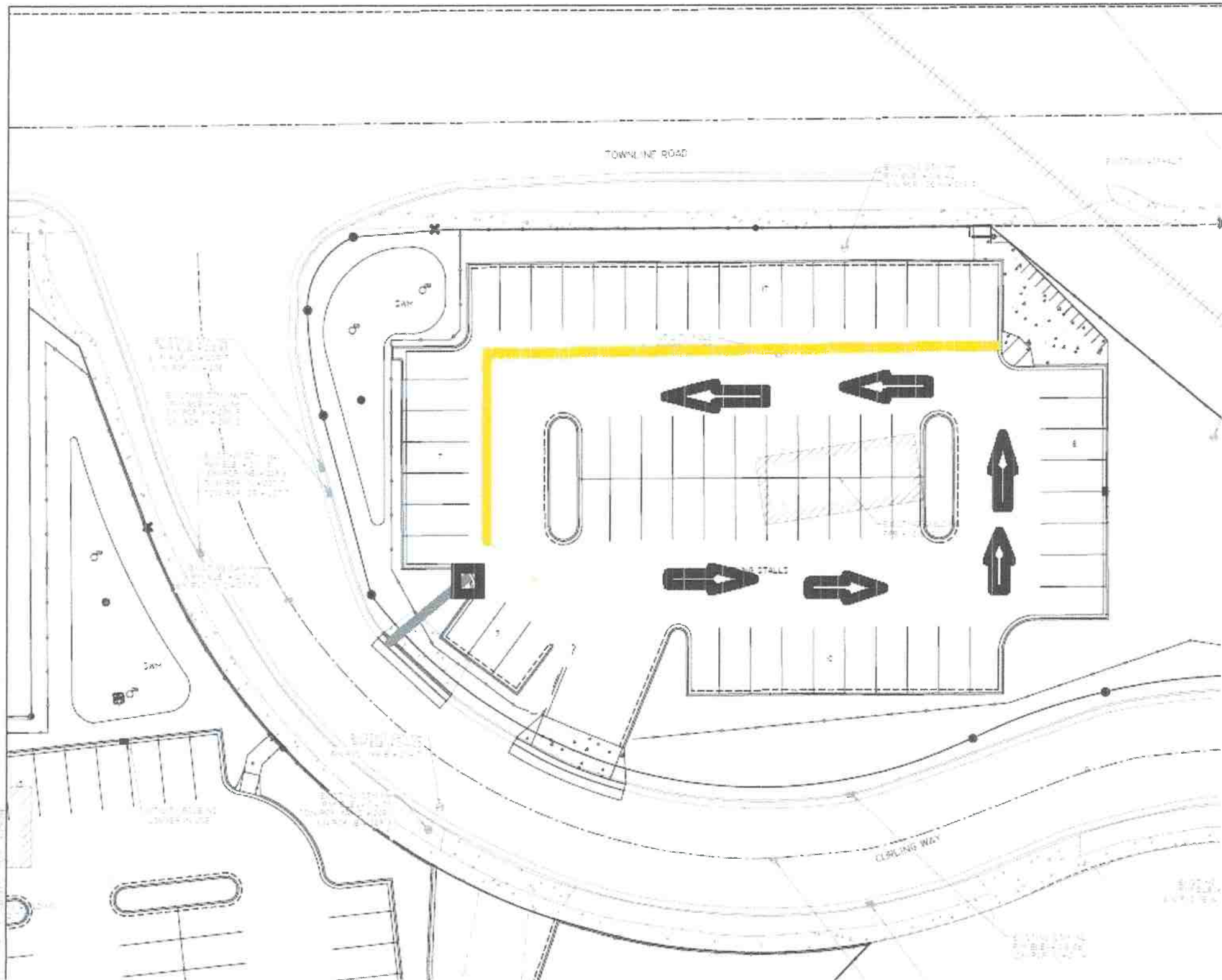
Signature of bidder: _____

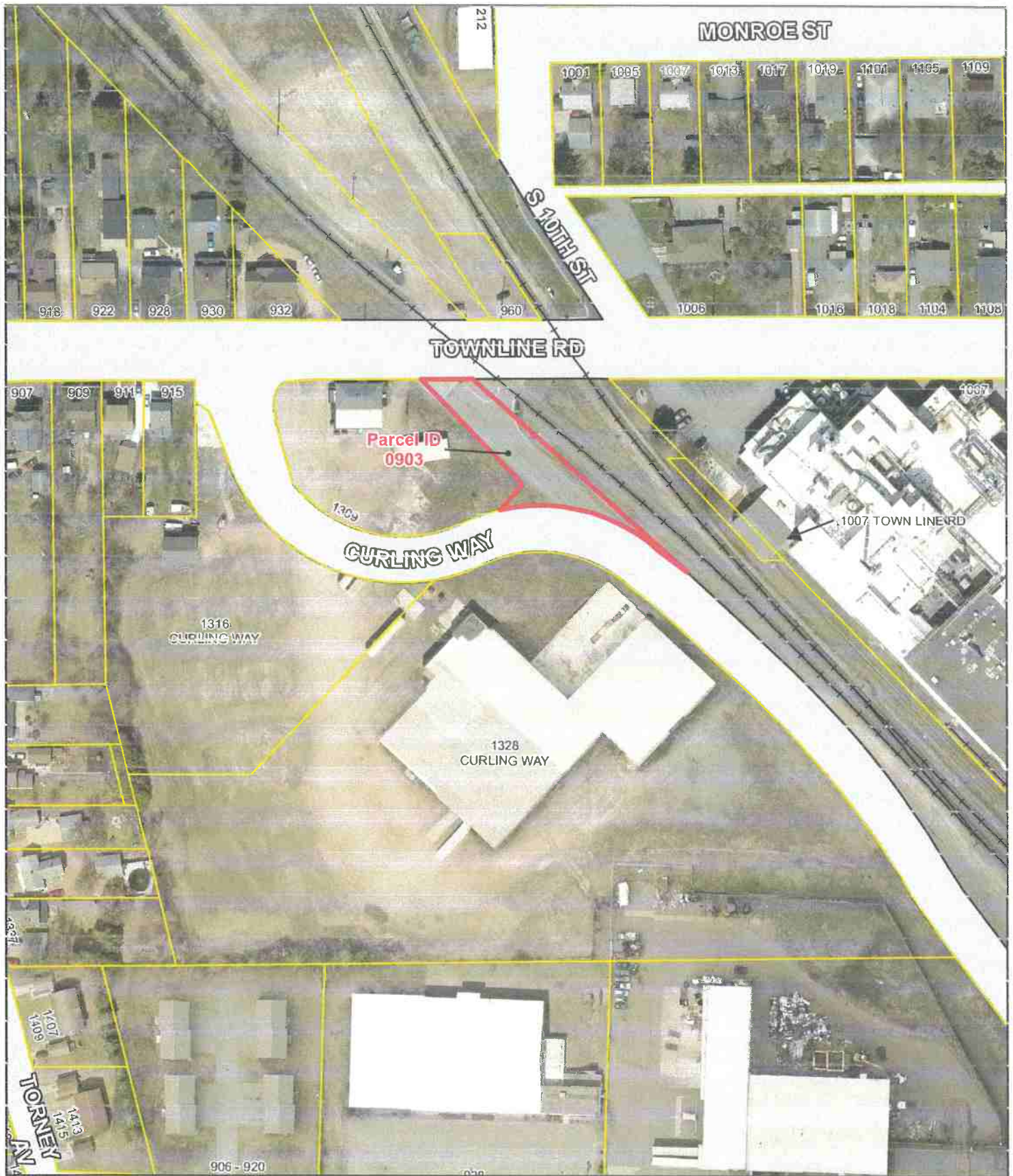
Michael O'Hara

Bids shall include a deposit of 10% of the bid price in the form of a cashier, personal, or business check.

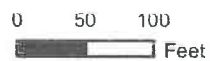
Sealed bids shall be submitted by 10:00 a.m. on July 28, 2020, to the City Engineering Department at Wausau City Hall, 407 Grant Street, Wausau, WI 54403.

The City of Wausau reserves the right to reject any or all bids





City of Wausau
Marathon County Wisconsin



- Legend**
- Parcels
 - Right - of - Way
 - Railroad
 - Property For Sale





Agenda Item 3

Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

Comments on Proposed Draft of Creating Section 10.01.055 Avoidance of Traffic Control Device Prohibited

- From time to time, the Wausau Police Department has received complaints from citizens witnessing other citizens using the parking lot of Walgreens, at the corner of South 17th Avenue and Stewart Avenue, to avoid the traffic signal.
- This has resulted in numerous near misses/accidents in Walgreen's parking lot.
- Similar circumstances have temporarily emerged in the past due to road construction projects, detours, etc. Additionally, the possibility of motorists using business parking lots as "shortcuts" to avoid wait times at traffic control signals exists at numerous intersections around the city.
- This ordinance will allow Wausau Police Officers to stop the offending vehicle and give the officer a chance to have an educational talk with the driver about the dangers of engaging in this practice, and/or take enforcement action in the form of a written warning or traffic citation when appropriate.

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

ORDINANCE OF CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE	
Amending Section 1.01.025 Issuance of citations, Creating Section 10.01.055 Avoidance of Traffic Control Device Prohibited.	
Committee Action: Pending	Ordinance Number:
Fiscal Impact:	
File Number:	Date Introduced:

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

Add ()

Delete (———)

Section 1. That Section 1.01.025 Issuance of citations, is hereby amended to read as follows:

1.01.025 Issuance of citations.

....

(c) Schedule of cash deposits.

(1) A schedule of cash deposits is established as follows:

....

(B) For violations of all ordinances other than those governed by the
aforescribed Uniform State Deposit Schedule and except as provided in
subsection (C), the cash deposit schedule shall be as follows:

Municipal Ordinance Schedule of Deposits

....

<u>Ord. No.</u>	<u>Offense</u>	<u>Deposit</u>
10.01.011	DC w/ Auto	75.00
10.01.055	Avoidance of Traffic Control Device	50.00
10.01.060	One-way street violation	30.00

....

Section 2. That Section 10.01.055 is hereby created to read as follows:

10.01.055 Avoidance of Traffic Control Device Prohibited. It shall be unlawful for any operator of a motor vehicle to leave the roadway and travel across private property to avoid an official traffic control device, sign, or signal.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall be in full force and effect from and after its date of publication.

Adopted:

Approved:

Approved:

Published:

Attest:

Katie Rosenberg, Mayor

Attest:

Leslie M. Kremer, Clerk

AGENDA ITEM

Discussion and possible action on the preliminary plat and the final plat for Wausau River East Phase II Subdivision

BACKGROUND

Blenker Companies has submitted a plat for the attached subdivision of land located at the intersection on 2nd Street and Short Street. The plat will divide the land for the sale of the townhomes.

FISCAL IMPACT

The plat and sale of the townhomes will generate a larger tax base.

STAFF RECOMMENDATION

Staff recommends approval of the plat.

Staff contact: Allen Wesolowski 715-261-6762

AGENDA ITEM
Discussion and possible action on the allocation of parking stalls for the Church of the Resurrection Parish on 2 nd Street between McClellan and Grant Streets
BACKGROUND
This item was before CISM last month and the action taken was to designate 4 stalls for the Church in this block. After the CISM meeting staff met with the church to discuss the parking stalls and the agreement between the City and the church. The church has requested 12 stalls be marked for Church parking, which they feel is in accordance with the attached agreement.
FISCAL IMPACT
Minimal, cost of signs.
STAFF RECOMMENDATION
Staff recommends considering the request to amend the parking stalls from 4 to 12.
Staff contact: Allen Wesolowski 715-261-6762

Lea

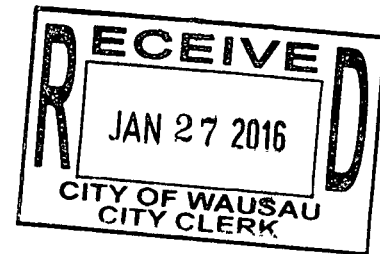
Office of the City Attorney



Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

January 26, 2016



Toni Rayala, Clerk
City of Wausau
407 Grant Street
Wausau, WI 54403

GROUND LEASE AND POST CLOSING OCCUPANCY AGREEMENT
RESURRECTION PARISH PROPERTY
COUNCIL FILE NO. 13-0913

Enclosed please find original, executed Ground Lease and Post Closing Occupancy Agreement regarding the Resurrection Parish property. Please file the same.

LISA PARSCH
LEGAL ASSISTANT

Enclosure

cc w/Enc. Maryanne Groat, Finance Director
Chris Schock, Comm. Dev. Dept.

POST CLOSING OCCUPANCY AGREEMENT

THIS POST CLOSING OCCUPANCY AGREEMENT (this "**Occupancy Agreement**") is effective as of this 30th of December, 2015 by and between the City of Wausau, Wisconsin, a Wisconsin municipal corporation ("**Owner**") and Church of the Resurrection Parish ("**Occupant**").

RECITALS

A. Owner has acquired from Occupant and owns the real property described in Exhibit A, attached hereto (the "**Property**").

B. Owner has agreed to permit and Occupant desires to continue to occupy portions of the Property as more fully described in Exhibit B (as that may be amended or modified from time to time pursuant to this Agreement, the "**Licensed Space**") under the terms set forth herein.

NOW THEREFORE, in consideration of the premises and the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Occupant hereby agree as follows:

1. Use and Occupancy, Compliance with Law.

(a) Owner shall, for the Term (defined below) of this Occupancy Agreement, permit Occupant to use and occupy, as a licensee, the Licensed Space. Occupant shall use and occupy the Property only for the purpose of conducting support activities for the construction of the expansion of church and parish facilities and incidental uses thereto (the "**Construction Project**"), and, except with the prior written consent of Owner, in no other manner and for no other purpose.

(b) Owner and Occupant acknowledge that the Licensed Space will not be physically separated and segregated from the balance of the Property, with "demising" walls, separate entrances, and the like.

2. Term of Agreement.

(a) Occupant shall have the right to use the Licensed Space for the period (the "**Term**") commencing on the date hereof (the "**Commencement Date**") and ending not later than March 31, 2016 (the "**Termination Date**") unless this Occupancy Agreement shall be sooner terminated pursuant to any of the provisions of this Occupancy Agreement or pursuant to law.

(b) Notwithstanding the Termination Date, it is the intention of the parties that the Licensed Space be used by Occupant only in connection with the Construction Project. However, if Occupant faces delays in the Construction Project outside of its reasonable control

but for an additional period of not more than an additional three (3) months after the date on which the Term would otherwise expire, Occupant shall have the right to extend the Term on a month-to-month basis for up to three (3) months upon the terms and conditions (including the Occupancy Charge) upon reasonable notice to Owner.

3. Repair and Maintenance. Occupant shall keep the Licensed Space clean and in good order and repair and at the end of the Term of this Occupancy Agreement (or any earlier date of vacating all or part of the Licensed Space) shall surrender the Licensed Space in substantially the same condition and repair as existing prior to the date of this Agreement, all at Occupant's own cost and expense, and shall not permit any waste, misuse of, or negligent damage to the Licensed Space.

4. Use and Occupancy Charges. During the Term, Occupant shall pay to Owner a occupancy charge of \$10.00 per day (the "**Occupancy Charge**"), payable on the last day of the Month, without the need for demand, and with no right of setoff, for the occupancy and use of the Licensed Space under this Occupancy Agreement during the prior calendar month. Occupancy of any portion of day will be counted as occupancy for the entire day.

5. Assignment. Neither this Occupancy Agreement nor any of the rights, interests, or obligations hereunder shall be assignable or otherwise transferable in whole or in part by Occupant without the prior written consent of the Owner. Occupant shall not sublicense or permit others, other than an Affiliate of Occupant, to occupy any portion of the Licensed Space without Owner's prior written consent, the granting or withholding of which shall be within Owner's sole and absolute discretion.

6. Termination.

(a) This Occupancy Agreement may be terminated in its entirety, and the Term ended (notwithstanding the Termination Date), at any time as follows:

(i) at the election of Owner, in the event of a material default by Occupant of its obligations hereunder, that shall not have been cured within thirty (30) days (or if the default does not involve the payment of money and cannot be cured within thirty (30) days, such longer period of time as would reasonably be required to diligently and expeditiously cure such default) after written notice thereof is given by Owner to Occupant; or

(ii) at the election of Occupant, in the event of a material default by Owner of its obligations hereunder, that shall not have been cured within thirty (30) days after written notice thereof is given by Occupant to Owner (or if that default does not involve the payment of money and cannot be cured within thirty (30) days, within such longer period of time as would be reasonably required to diligently and expeditiously cure such default); provided, that notwithstanding any other provision in this Occupancy Agreement, should the Licensed Space or any substantial portion thereof be rendered untenantable or should Owner be unable to perform any substantial portion of its obligations hereunder, in either case, for a period of thirty (30) days

or more, Occupant may terminate this Occupancy Agreement immediately upon notice in its sole and absolute discretion.

(b) Upon the giving of a notice of termination contemplated above, the Term of this Occupancy Agreement shall expire on the date set forth in such notice as if such date were the Termination Date and neither party shall have any further rights or obligations under this Occupancy Agreement except for accrued obligations and such rights and obligations that expressly survive the expiration or termination of this Occupancy Agreement, including, but not limited to the obligations to surrender the Licensed Space as specified herein.

7. Force Majeure. Neither Owner nor Occupant shall be liable for its failure to perform any of its obligations hereunder, other than the payment of money, as a result of acts of God or the public enemy, embargoes, war conditions, governmental action, strikes or other similar labor troubles, explosion, fire, storm or flood damage, or any other causes, or circumstances reasonably beyond the party's control (each a "**Force Majeure Event**"). The affected party shall promptly notify the other of any Force Majeure Event. The Term shall not be extended by the period of any Force Majeure Event.

8. Liability, Indemnification.

(a) Occupant shall indemnify and save harmless Owner, Owner's Affiliates, and their respective officers, directors, agents, employees, and other representatives, from and against all costs, losses, damages, expenses, demands, and liabilities (including, without limitation, reasonable attorneys' fees and disbursements), arising whether under breach of contract, tort, or strict liability, in connection with Occupant's occupancy or use of the Licensed Space or (whether or not authorized) any other part of the Property including, without limitation, (i) claims for loss, damage, death or injury to the Licensed Space, Property other property, or persons, (ii) any lien, charge, assessment, or other claim or encumbrance arising in connection with any work done in or to the Licensed Space or any other part of the Property by or on behalf of Occupant, whether or not permitted under the Occupancy Agreement, or (iii) any action or omission on the part of Occupant and/or its employees, officers, directors, partners, volunteers, agents, representatives, contractors, licensees, and/or invitees.

(b) Owner shall indemnify and save harmless Occupant, Occupant's Affiliates, and their respective officers, directors, agents, employees, and other representatives, from and against all costs, losses, damages, expenses, demands and liabilities (including, without limitation, reasonable attorneys' fees and disbursements) arising whether under breach of contract, tort, or strict liability, in connection with Owner's use and maintenance of the Property other than the Licensed Space, including, without limitation (i) claims for loss, damage, death, or injury to the property or persons, (ii) any lien, charge, assessment, or other claim or encumbrance arising in connection with any work done in or to the Property by or on behalf of Owner, or (iii) any action or omission on the part of Owner and/or its employees, officers, directors, partners, volunteers, agents, representatives, contractors, licensees, and/or invitees.

(c) Under the indemnification obligations in this section, neither party shall be liable to the other directly, as opposed to indirectly in respect of third-party claims, for punitive, exemplary, indirect, special, or consequential damages.

9. Insurance. For so long as Occupant and Owner (or successors or permitted assigns thereof) both have operations at the Property, each party shall, at such party's sole cost and expense, effect and maintain with insurance companies reasonably acceptable to the other party the following insurance coverages: (i) comprehensive general liability in an amount not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage, including, but not limited to, premises liability, fire and water damage, legal liability, blanket contractual liability, personal injury, and products liability (that insurance may be provided in a combination of primary and umbrella or excess-liability coverage, so long as the per occurrence minimum limits are satisfied), each naming the other party as an additional insured; (ii) workers' compensation in compliance with applicable statutory requirements; (iii) employer's liability insurance with a limit of not less than \$1,000,000 per occurrence for any accident or disease; and (iv) "All Risk" property insurance covering each party's property in an amount not less than the fair market value of such property. All insurance required hereunder shall contain waivers of subrogation, with respect to the other party hereto to the extent permitted by applicable law. Owner shall not be responsible for any repair or restoration in the event that the Licensed Space or the Property is damaged and rendered substantially untenable by fire or other casualty. Owner and Occupant shall each provide the other with certificates of insurance evidencing such insurance coverages signed by authorized representatives of the insurance companies and stating that, in the event of any cancellation or non-renewal of the coverage, at least thirty (30) days prior written notice will be given to the other party hereto.

10. Removal of Property. Upon the end of the Term or other termination of this Occupancy Agreement, and with respect to any portion of the Licensed Space vacated or surrendered prior to the end of the Term, Occupant shall remove all of its property from the Licensed Space and shall leave the Licensed Space in a clean condition and in as good or better condition as when Occupant took possession of the Licensed Space (or portion in question). If Occupant fails to so remove its property, Owner may remove that property to a public storage facility at Occupant's sole cost and expense or, at Owner's option, deem that property to have been abandoned. This provision shall survive the expiration or earlier termination of this Occupancy Agreement for any reason.

11. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be deemed to have been duly given if in writing and delivered personally, delivered by electronic mail transmission (which is confirmed), or delivered by nationally recognized overnight courier (providing proof of delivery), addressed as follows:

If to Owner:

City of Wausau
407 Grant St.

Wausau, WI 54403
Attn: City Attorney

If to Occupant:

Church of the Resurrection Parish
621 Second Street
Wausau WI 54403

Either party may change the addresses to which such communications are to be directed to it by giving written notice to the other in the manner provided above. All such notices shall be effective upon actual receipt.

12. Successors and Assigns. This Occupancy Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

13. Entire Agreement. This Occupancy Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, covenants, arrangements, communications, representations or warranties, and understandings, whether oral or written, by the parties relating thereto. No representation, promise, inducement, or statement of intention relating to the transaction contemplated by such agreements has been made by any party or any related person which is not set forth in this Occupancy Agreement, the Stock Purchase Agreement, or the agreements referred to therein.

14. Governing Law. This Occupancy Agreement shall be governed by and construed in accordance with the laws of jurisdiction(s) in which the Property is located, without giving effect to the principles of conflicts of laws thereof.

15. Counterparts. This Occupancy Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one agreement. This Occupancy Agreement shall only be effective if a counterpart is signed by both Owner and Occupant.

16. Nature of Relationship. The relationship between Owner and Occupant is solely that of licensor and licensee, and nothing contained in this Agreement shall be construed as creating a leasehold or tenancy. Occupant does not and will not have or claim of any title, estate, or interest in the Licensed Space or the Property. This is intended to be a post-closing occupancy agreement, exempt from the provisions of Chapter 704 of the Wisconsin Statutes and the regulations promulgated thereunder.

17. No Third-Party Beneficiaries. This Occupancy Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Occupancy Agreement (other than permitted assignees, if any, of the parties hereto).

18. Severability. If any term, provision, covenant or restriction of this Occupancy Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, Owner and Occupant shall direct that such court interpret and apply the remainder of this Occupancy Agreement in the manner that it determines most closely effectuates their intent in entering into this Occupancy Agreement, and in doing so particularly take into account the relative importance of the term, provision, covenant or restriction being held invalid, void or unenforceable.

IN WITNESS WHEREOF, the parties hereto have caused this Occupancy Agreement to be executed and delivered as of the date first written above.

OWNER:

CITY OF WAUSAU, WISCONSIN

By: James E. Tipple
As its: Mayor James E. Tipple

Attest:

By: Toni Rayala
As its: City Clerk Toni Rayala

OCCUPANT:

By: Rev. Robert Schaller
As its: Vice-President Rev. Robert Schaller

EXHIBIT A

PROPERTY

Lot one (1) of Certified Survey Map No. 17225 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 82 of Certified Survey Maps on page 23, as Document No. 1701487; being Lots one (1), two (2), seven (7) and eight (8), and part of Lots six (6) and three (3) all in Block one (1) of McIndoe and Shuter's Addition to the City of Wausau, Marathon County, Wisconsin; subject to easements of record.

Tax Key: 2907-253-609
PIN: 291-2907-253-0609

EXHIBIT B

Licensed Space

[ATTACH DIAGRAM]

C05

GROUND LEASE

THIS GROUND LEASE ("Lease") is dated as of December 30th, 2015 (the "Commencement Date"), between the City of Wausau, Wisconsin, a Wisconsin municipal corporation ("Tenant") and Church of the Resurrection Parish (the "Landlord").

WHEREAS, Landlord owns that certain real property legally described on Exhibit A attached hereto and incorporated herein (the "Premises"); and

WHEREAS, subject to the terms and conditions of this Lease (including, without limitation, Section 1.2 hereof), Landlord desires to lease to Tenant and Tenant desires to lease from Landlord the Premises;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1: THE PREMISES.

1.1 Lease. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, subject to and in accordance with the terms and the provisions of this Lease.

1.2 Use. The Premises shall be used by Tenant for the construction and operation of a publicly accessible green space and approximately twenty (20)-stall surface parking lot, and for any related purposes. Tenant will not use the Premises or knowingly permit the Premises to be used in violation of any laws or in any manner that would constitute a public or private nuisance or waste.

1.3 Possession. Landlord shall deliver possession of the Premises to Tenant on the date hereof.

ARTICLE 2: TERM.

2.1 Term. The term of this Lease ("Term") shall be ten (10) years, commencing on the date hereof and expiring on the day immediately preceding the tenth (10th) anniversary of the date hereof (the "Expiration Date"), unless sooner terminated as provided herein.

2.2 Option to Extend. So long as Tenant is not in default hereunder beyond any notice and cure period, Tenant shall have four (4) options to extend the Term for four (4) consecutive ten (10) year periods (each, an "Extension Term" and when properly exercised and taken together, collectively shall be deemed included in the Term) on the same terms and conditions as set forth herein, which option shall be deemed to be exercised automatically, unless Tenant provides written notice thereof to Landlord not less than thirty (30) days prior to the expiration of the then current Term or Extension Term.

ARTICLE 3: RENT.

3.1 Rent. The rent for the entire Term and any Extension Term shall be one dollar (\$1) per year, payable on or before the anniversary of the Commencement Date.

ARTICLE 4: TAXES AND ASSESSMENTS.

4.1 Responsibility for Payment.

- (a) Landlord shall pay all real estate taxes and assessments accruing prior to the date of this Lease.
- (b) Tenant shall pay all real estate taxes and assessments accruing during the Term and any Extension Term.
- (c) Real estate taxes and assessments for the years in which the Lease begins and ends shall be apportioned pro rata between Landlord and Tenant on the basis of the number of days that the Term of this Lease in such years exists within twenty (20) days following receipt of the tax bill for years in which proration is required.

4.2 Tenant's Failure to Pay. If Tenant fails to pay such real estate taxes and assessments allocated to Tenant hereunder prior to the date of delinquency thereof, Landlord may, at its option, pay such real estate taxes and assessments, together with all penalties and interest which may have been added thereto because of Tenant's delinquency or default, and may likewise redeem the Premises, or any part thereof, or the buildings or improvements situated thereon, from any tax sale or sales. Any amounts so paid by Landlord shall become immediately due and payable as rent by Tenant to Landlord, together with interest thereon at the rate of six percent (6%) per annum from the date of payment by Landlord until repaid to Landlord by Tenant. Any such payment by Landlord shall not be deemed to be a waiver of any other rights which Landlord may have under the provisions of this Lease or as provided by law.

4.3 Landlord's Failure to Pay. If Landlord fails to pay such real estate taxes and assessments allocated Landlord hereunder prior to the date of delinquency thereof, Tenant may, at its option, pay such real estate taxes and assessments, together with all penalties and interest which may have been added thereto because of Landlord's delinquency or default, and may likewise redeem the Premises, or any part thereof, or the buildings or improvements situated thereon, from any tax sale or sales. Any amounts so paid by Tenant shall become immediately due and payable, together with interest thereon at the rate of six percent (6%) per annum from the date of payment by Tenant until repaid to Tenant by Landlord. Any such payment by Tenant shall not be deemed to be a waiver of any other rights which Tenant may have under the provisions of this Lease or as provided by law.

ARTICLE 5: UTILITIES.

Tenant shall, during the Term hereof, pay all charges for utilities, including, without limitation, all charges for telephone, gas, electricity, sewage, garbage, heat, power and water used in or on the Premises.

ARTICLE 6: REPAIRS AND MAINTENANCE.

During the Term, except as otherwise provided in this Lease, Tenant shall, at its own expense and risk, maintain and repair the Premises as it determines to be appropriate in its sole discretion.

ARTICLE 7: DEMOLITION, ALTERATIONS AND ADDITIONS.

7.1 Demolition. Following the Commencement Date, Tenant shall demolish, remove, and dispose of any existing buildings and improvements on the Premises.

7.2 Surface Lot Improvements. Following the Commencement Date, Tenant shall construct on the southernmost parts of the Premises a surface parking area to accommodate approximately 20 parking stalls (the "Surface Lot"), the design of which shall be approved in advance by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed so as to allow completion of the project within one (1) year.

7.3 Green Space Improvements. Following the Commencement Date, Tenant shall construct a public park or similar green space on remaining portions of the Premises not used for the Surface Lot and its access, it being understood by Tenant that the design of such green space will not include more than twenty percent (20%) hard (i.e., paved) surfacing.

7.4 Condition to Commencement. Tenant's obligations under this Article 7 will be subject to the termination of that certain Post Closing Occupancy Agreement by and between Landlord and Tenant dated of even date herewith and Landlord's cleanup and removal of all property, materials and waste on the property subject to the Post Closing Occupancy Agreement.

ARTICLE 8: REPAIRS.

In the case of damage to or destruction of the Premises, Tenant shall repair or replace such damage or destruction as deemed necessary by Tenant.

ARTICLE 9: QUIET ENJOYMENT.

Tenant may lawfully and quietly possess and enjoy the Premises during the term of this Lease without hindrance by Landlord or any party claiming by, through, or under Landlord.

ARTICLE 10: ASSIGNMENT AND SUBLEASE.

Except as provided herein, Tenant shall not assign this Lease or sublet the Premises, or any portion thereof, or permit the use or the occupancy of the Premises, or any portion thereof, by any third party at any time, without first obtaining the consent of Landlord, which shall not be unreasonably withheld, provided any such assignee must assume the obligations of Tenant under this Lease; in which event, Tenant shall, upon such assumption, be released from all obligations hereunder. Notwithstanding the preceding provisions of this Article 10, Tenant may sublease parking stalls in the Surface Lot from time to time and at any time on terms and conditions as Tenant deems acceptable in its discretion; provided, however, that Tenant shall sublease to Landlord twelve (12) stalls at no rental charge to Landlord on such terms and conditions as are otherwise customary for parking stall leases by Tenant.

ARTICLE 11: SURRENDER.

11.1 Expiration of Term; Holding Over. At the expiration or termination of this Lease, Tenant shall surrender immediate possession of the Premises to Landlord in "AS IS" condition.

11.2 Removal of Tenant Personal Property. All fixtures, personal property, equipment and machinery located within the Premises may be removed by Tenant prior to or within ninety (90) days after termination of this Lease.

11.3 Abandoned Personal Property. Any equipment, machinery or other personal property of Tenant remaining on or in the Premises more than ninety (90) days after the termination of this Lease may, at the option of Landlord, be considered abandoned by Tenant and retained by Landlord or disposed of without accountability in such manner as Landlord may deem appropriate.

ARTICLE 12: CONDEMNATION.

12.1 Total Condemnation. If during the Term of this Lease, all of the Premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or should be sold to a condemning authority under threat of condemnation, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Premises by the condemning authority.

12.2 Partial Condemnation. If during the Term of this Lease, less than all of the Premises shall be taken for any public or quasi-public use under any law, ordinance, or regulations, or by right of eminent domain, or should be sold to a condemning authority under the threat of condemnation, Tenant shall have the option to terminate this Lease by written notice to Landlord within ninety (90) days of the taking.

12.3 Condemnation Awards. All condemnation awards shall be prorated between Landlord and Tenant based on the valuation of the parties' proportionate interest in the Premises so taken.

ARTICLE 13: DEFAULT.

13.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default under this Lease, but only if such event of default is finally determined by a court ("Event of Default"):

- (a) The failure by Tenant to pay any installment of rent or any other money due to Landlord under this Lease within thirty (30) days after receiving a written notice of the delinquency thereof from Landlord; and
- (b) The failure by Tenant to perform any other covenant or agreement to be performed by Tenant under this Lease within thirty (30) days after receiving written notice from Landlord or, if more than thirty (30) days are required to perform such covenant or agreement, the failure of Tenant to commence the performance thereof within such thirty (30) day period and thereafter to diligently pursue such performance to completion.

13.2 Landlord Remedies. Upon the occurrence of an Event of Default (as confirmed by a final order of a court of competent jurisdiction), Landlord may, upon thirty (30) days prior written notice to Tenant, terminate this Lease, or have any such other remedies as may be available at law or in equity.

13.3 Expenses of Litigation. In case it should be necessary or proper for one party to bring an action under this Lease against the other, then the party which does not prevail agrees in each and any such case to pay to the party which prevails its reasonable attorneys' fees and costs.

ARTICLE 14: LEASE NOT SUBORDINATE TO ENCUMBRANCES.

This Lease shall not be subject and subordinate to any mortgages now on or that may be hereafter placed against the Premises.

ARTICLE 15: COMPLIANCE WITH LAWS.

Tenant shall promptly comply, or cause prompt compliance with, all laws, ordinances, orders, rules and regulations of all municipal, county, state, federal or other governmental authorities properly applicable to the Premises.

ARTICLE 16: CONSTRUCTION AND REPAIR LICENSE.

In addition to the other rights granted Tenant pursuant to this Lease, from time to time and at any time that Tenant, or its successors or assigns requires access to and use of the Premises for purposes of undertaking any construction, repairs, or replacements of any structure owned or operated by Tenant or its successors or assigns on property adjoining the Premises to the west, Tenant shall have a license to do so. This license shall survive the expiration or earlier termination of this Lease.

ARTICLE 17: ENVIRONMENTAL.

17.1 Remediation. Landlord shall be responsible for the remediation of any environmental contamination of the Premises which occurred prior to the date Tenant occupies the Premises pursuant to this Lease and any such contamination which occurs after the date Tenant takes possession of the Premises, insofar as such contamination was caused by Landlord's use of the Premises. Tenant shall be responsible for the remediation of any environmental contamination of the Premises which occurs after the date Tenant occupies the Premises and is caused by Tenant's use of the Premises pursuant to this Lease. "Environmental contamination" shall mean any matter giving rise to liability under the Resource, Conservation, Recovery Act, 42 U.S.C. Section 6901 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.*, any state or local law regulating hazardous or toxic waste, asbestos, environmental protection, spill compensation, clean air and water, or under any common law theory based on nuisance or strict liability.

17.2 Indemnification by Tenant. Tenant shall indemnify and hold Landlord harmless from and against any and all losses, liabilities, fines and penalties, damages, and expenses (including, without limitation, amounts paid in settlement, reasonable attorneys' fees, and other legal expenses) incurred by Landlord as a result of (a) any environmental contamination of the Premises which occurs after the date Tenant occupies the Premises pursuant to this Lease, or (b) any knowing violation by Tenant of any covenant or agreement between Landlord and the State of Wisconsin with respect to the remediation or preservation of the Premises. In case any action or proceeding is brought against Landlord by reason of any claim described above, Tenant shall defend the same at Tenant's expense by counsel satisfactory to Landlord.

17.3 Indemnification by Landlord. Landlord shall indemnify and hold Tenant harmless from and against any and all losses, liabilities, fines and penalties, damages, and expenses (including, without limitation, amounts paid in settlement, reasonable attorneys' fees, and other legal expenses) incurred by Tenant as a result of any environmental contamination of the Premises which occurred prior to the date Tenant occupies the Premises pursuant to this Lease and any such contamination which occurs after the date Tenant takes possession of the Premises, insofar as such contamination was not caused by Tenant's use of the Premises. In case any action or proceeding is brought against Tenant by reason of any claim described above, Landlord shall defend the same at Landlord's expense by counsel satisfactory to Tenant.

17.4 Survival. The provisions of this Article 17 shall survive the expiration or termination of this Lease.

ARTICLE 18: GENERAL PROVISIONS.

18.1 Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, and assigns.

18.2 Governing Law. This Lease shall be construed, enforced, and governed in all respect, in accordance with the laws and the statutes of the State of Wisconsin.

18.3 Partial Invalidity. The invalidity of any particular term or provisions of this Lease shall not affect the validity of the remaining terms and provisions hereof.

18.4 Amendments. No alterations to or modifications of the terms or the provisions of this Lease shall be effective unless such alteration or such modification is reduced to writing, and is then properly executed by the parties hereto.

18.5 Complete Agreement. This Lease supersedes any prior contract or arrangement between the parties hereto, and represents the complete agreement of the parties hereto.

18.6 Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument.

18.7 Notices. All notices provided by this Lease shall be given in writing (i) either by actual delivery of the notice to the party thereunto entitled, (ii) by mailing of the notice in the United States mail, first-class postage prepaid, to the address of the party entitled thereto, registered or certified mail, return receipt requested, or (iii) by delivery by nationally recognized overnight delivery service. The notice shall be deemed to be received on the date of its actual receipt by the party entitled thereto. All notices, demands, or other communications to any of the other parties to this Lease shall be addressed as follows:

If to the Landlord:

Church of the Resurrection Parish
621 Second Street
Wausau WI 54403
Attn: Pastor

If to the Tenant:

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

The address of any party hereto may be changed by notice to the other party duly served in accordance with the provisions hereof.

18.8 Waiver. Any waiver by a party hereto of a breach of any term or condition of this Lease shall not be considered as a waiver of any subsequent breach of the same or any other term or condition hereof.

18.9 Memorandum of Lease. Concurrent with the execution hereof, the parties shall execute and record with the appropriate county recorder a Memorandum of Lease in form and content reasonably acceptable to Tenant.

ARTICLE 19: RIGHT OF FIRST REFUSAL.

19.1 Grant. Landlord hereby grants to Tenant a right of first refusal ("ROFR") with respect to the Premises on the terms and conditions as set forth herein.

19.2 Notice. During any time that the Lease remains in effect, in the event that Landlord shall receive what Landlord deems, in its reasonable discretion, to be an acceptable offer for the purchase of the Premises, or any interest therein (such interest shall be called the "Current ROFR Property") from a third party not bound by this Agreement (a "Bona Fide Offer"), Landlord shall notify Tenant in writing of the Bona Fide Offer, which notice shall contain a full and complete copy of the Bona Fide Offer (the "ROFR Notice").

19.3 Process. Tenant shall have sixty (60) days from its receipt of the ROFR Notice to notify Landlord in writing that it agrees to purchase the Current ROFR Property on the same terms and conditions as are contained in the Bona Fide Offer (the "Tenant Acceptance") and the parties shall thereafter consummate the transaction contemplated in the ROFR Notice on the terms and conditions set forth therein. In the event that (i) Tenant provides Landlord written notification in such sixty (60) day period that it declines to purchase the Property, in accordance with the terms of the Bona Fide Offer, or (ii) Tenant otherwise fails to provide Tenant's Acceptance to Landlord within said sixty (60) day period, Tenant shall be deemed to have waived the ROFR, and the ROFR shall become null and void and be of no further force or effect with regard to such Current ROFR Property. In the event that, after Tenant's waiver of the ROFR, the terms and conditions of the transaction contemplated by the Bona Fide Offer shall be materially modified, then Landlord shall provide Tenant with an additional ROFR Notice with respect to the Current ROFR Property and Tenant shall have an additional thirty (30) days following receipt to provide a Tenant's Acceptance with regard to the Bona Fide Offer on such new terms and conditions. Should the transaction contemplated by the Bone Fide Offer fail to close for any reason, then the ROFR shall continue in full force and effect.

[Signature Page to Follow]

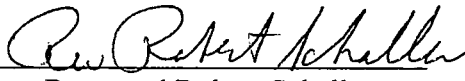
EXECUTED as of the day and year first above written.

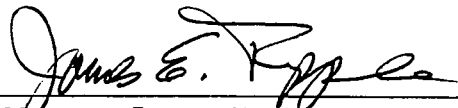
LANDLORD:

TENANT:

CHURCH OF THE RESURRECTION PARISH

CITY OF WAUSAU, WISCONSIN

By: 
Print Name: Reverend Robert Schaller
Title: Vice-President

By: 
Print Name: James E. Tipple
Title: Mayor

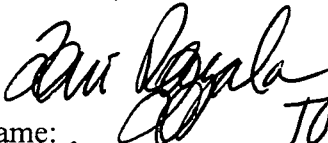
Attest: 
Print Name: TONI LAYALA
Title: City Clerk

EXHIBIT A

PREMISES

Lot two (2) of Certified Survey Map No. 17225 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 82 of Certified Survey Maps on page 23, as Document No. 1701487.

AGENDA ITEM
Discussion and possible action on stop sign placement at the intersection of 10 th Street and Stark Street
BACKGROUND
This item was requested to be placed on the agenda for consideration. It has been suggested that speeding occurs on Stark Street. Stark Street is a feeder street for the neighborhood. The stop signs at this intersection are placed such that traffic on 10 th Street is required to stop. Stark Street carries the higher volume of traffic. At the time of this staff report traffic counters had not been placed, staff will attempt to get data prior to CISM meeting.
FISCAL IMPACT
None
STAFF RECOMMENDATION
In accordance with the Manual of Uniform Traffic Control Devices (MUTCD), stop signs are to be located on the street carrying the lower volume of traffic. This is consistent with the current stop sign configuration. Staff does not recommend any changes.
Staff contact: Allen Wesolowski 715-261-6762

AGENDA ITEM
Discussion and possible action on No Turn on Red signage for northbound traffic at 17 th Avenue and West Bridge Street
BACKGROUND
This item was requested to be placed on the agenda for consideration. See the attached Parking & Traffic meeting minutes for the reason this ordinance and signage was adopted. Engineering staff has again reviewed the intersection and would stand by the original recommendation to not sign as ‘no turn on red’ Staff has not interviewed the homeowners on Bridge Street. It should be recognized that Engineering does not doubt the difficulty of backing out onto Bridge Street during peak traffic flow times. This recommendation is based upon current traffic control guidance.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Engineering staff would recommend removing the restriction.
Staff contact: Allen Wesolowski 715-261-6762

Parking and Traffic Committee Meeting Minutes

Date of Meeting: Thursday, April 17, 2014, 5:30 pm., in the Birch Room at City Hall
Members Present: Abitz{C}, Kellbach, Winters, Mielke, Nutting
Others Present: Lt. Pekarske, Alfonso, Wagner, Lang, Candace & Craig Johnson, Pat Jozwiak

In accordance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. It was noted that there was a quorum present and the meeting was called to order by Chairperson Abitz at 5:33 pm.

(1) Minutes of the Prior Meeting – 03/20/2014

Motion by Nutting, second by Mielke, to approve the minutes of the March 20, 2014. Motion approved 4-0.

(2) Discussion and possible action: To adjust the traffic signal timing or install “No Right Turn on Red” signage for northbound 17th Avenue traffic at the W. Bridge Street intersection.

Discussion: This topic was discussed at previous meetings and the City staff was asked to bring back recommendations.

Lt. Pekarske stated that he and Allen researched and observed this area at the end of March and beginning of April between 0700-0800, 1200-1300, and 1500-1600. There was a 10 to 20 second traffic gap approximately every 2 minutes during light cycles. North/South green and then East/West turn arrow provides ample traffic gaps with little to no traffic eastbound traffic on Bridge Street. The DOT guidelines are based upon research and best practice for traffic safety and flow of traffic and does not support a “No right on red” at this location. Bridge Street has been and will continue to be a major thoroughfare through the city. Any changes will have significant impact on the flow of traffic at this intersection effecting thousands of motorists daily and potentially back up traffic on 17th Avenue. Based upon the observational data of the intersection, combined with the DOT guidelines for “No right turn on red” signs, it is recommended that no change be made as during the day there is adequate traffic gaps to safely enter EB Bridge Street and the roadway and intersections are designed to handle high volumes of traffic in a safe and efficient manner with their current markings.

Nutting asked if during the observation, did anyone pull into the driveway and back out? Pekarske stated no.

Committee members discussed various time frame limits, more police presence in the area, or bringing the speed trailer to the area. Pekarske indicated that this particular area would be difficult to enforce due to the area layout and volume of traffic. Wagner stated that he has talked numerous times with the resident that is having difficulty getting out of her driveway and feels that this is a safety issued for the four residents on W. Bridge Street, along with those who are trying to enter Bridge St. from 12th Avenue as well.

Wagner stated that he is an advocate of the study, however, the study is for the majority and common sense says that it is not safe for the few residents. He would like to try the signage and see it fail than not do anything at all. He understands this is not an easy solution.

Pekarske stated that the DOT safety engineers do not recommend a trial and error use of street signs because thousands of motorists pass through every day and motorists should not be looking for constant changing of signs.

Abitz asked ACA Alfonso if there are any liability issues with putting up the sign. Alfonso stated that the city is bound by MUTCD guidelines and Allen stated this was not in the MUTCD.

However, Alfonso reminded the committee members that anyone can sue the city at any time. Pekarske reminded the Committee of a situation in the Town of Rib Mountain which resulted in a law suit.

Motion made by Nutting, to install the “No Right Turn on Red” sign for the northbound 17th Avenue traffic at the W. Bridge Street intersection, second by Mielke. After further discussion, the motion was amended to install the “No Right Turn on Red” sign for the northbound 17th Avenue traffic at the W. Bridge Street intersection between 6AM and 6PM. No objections to the amendment, the Motion approved 5-0.

(3) Discussion item only: Parking concerns near 105 N 2nd Avenue and the surrounding N 2nd Ave and Elm Street area.

Discussion: Resident Candace Johnson stated that she operates an in-home daycare and her clients are not able to park near her home. She stated that Eastbay employees are parking along the streets starting at 7AM and lasting all day. Patrons of the Chatterbox and Sam’s Pizza also park on the street in this area, but those cars are not there all day.

Committee members discuss various solutions such as; limited 15 minute parking, limited 2 hour parking, alternate side of the street parking, and resident permit parking.

It was the City’s recommendation not to assign 15 minute parking to individual residential areas as this area is not an established business district and the house could be sold or the business terminated at any time.

Winter recommended putting this on the next agenda, recommending 2 hour parking in this area between 8AM to 6PM and contacting the Chatterbox, Sam’s Pizza, and other area businesses for their input.

(4) Discussion and possible action: Create and sign a 15-minute parking space in the 300 block of Garfield Avenue on the south side of the roadway in front of 311 Garfield Ave.

Discussion: Catholic Charities and the Warming Center are located near 311 Garfield Avenue. When Catholic Charities has meetings, they park in front of the residential homes and then there is no parking for the in-home daycare.

Discussion among Committee members to install a 15 minute parking sign in front of 311 Garfield Avenue’s walkway.

Pekarske stated that Allen said to use with caution, as with the previous item, the City does not recommend making an ordinance given the fact it is a private residence for a daycare, as the home could be sold and the business terminated at any time.

Motion by Winters to install 15 minute parking sign for one spot in front of 311 Garfield Avenue’s walkway Monday – Friday from 6AM to 6PM, second by Kellbach. Motion approved 5-0.

(5) Discussion and possible action: to amend W.M.C. 10.20.070 relating to handicapped stall designation at the corner of Jefferson Street and N 3rd Street to coincide with the two currently marked spaces.

Discussion: This is a housekeeping issue. This item was discovered when updating the location of handicap stalls in the downtown area. The three parking stalls located in this area were converted into two stalls; one stall became a van accessible area. However ordinance was never updated to reflect the change.

Motion by Winters to amend W.M.C. 10.20.070 relating to handicapped stall designation at the corner of Jefferson Street and N 3rd Street to coincide with the two currently marked spaces, second by Mielke. Motion approved 5-0.

(6) Discussion and possible action: to move the start time for the monthly meeting of the Parking and Traffic committee to 5:00 PM or 5:15 PM

Discussion: Kellbach requested the meeting start at 5:00 PM or 5:15 PM due to the county board meeting starting at 7:00 on the same night.

Motion by Winters to start the Parking & Traffic Committee meetings at 5:15PM, second by Kellbach. Motion approved 5-0.

(7) Future Agenda items.

Action on 2nd Avenue parking.

To be added to the agenda in Fall of 2014; observation of effects of the right turn prohibition on 17th Ave and W. Bridge Street.

Wagner stated that the Committee will be electing a new Chair and Vice Chair in the near future.

(8) Communication

Pekarske stated that the DOT will be starting construction on Grand Avenue from Kent St. to Townline Rd. Pekarske indicated that Grand Avenue will be down to one lane in each direction during the construction with some re-routing and detours of side streets. Pekarske asked for the Committee member's permission that he and Allen have the authority to handle all the parking issues during the construction, including but not limited to temporary parking, deliveries, and pickups. Committee members expressed support for this and also requested that city staff monitor the traffic on Prospect Avenue during the construction as well. Alfonso indicated that this should still be put on the next agenda for committee approval.

(9) Adjournment

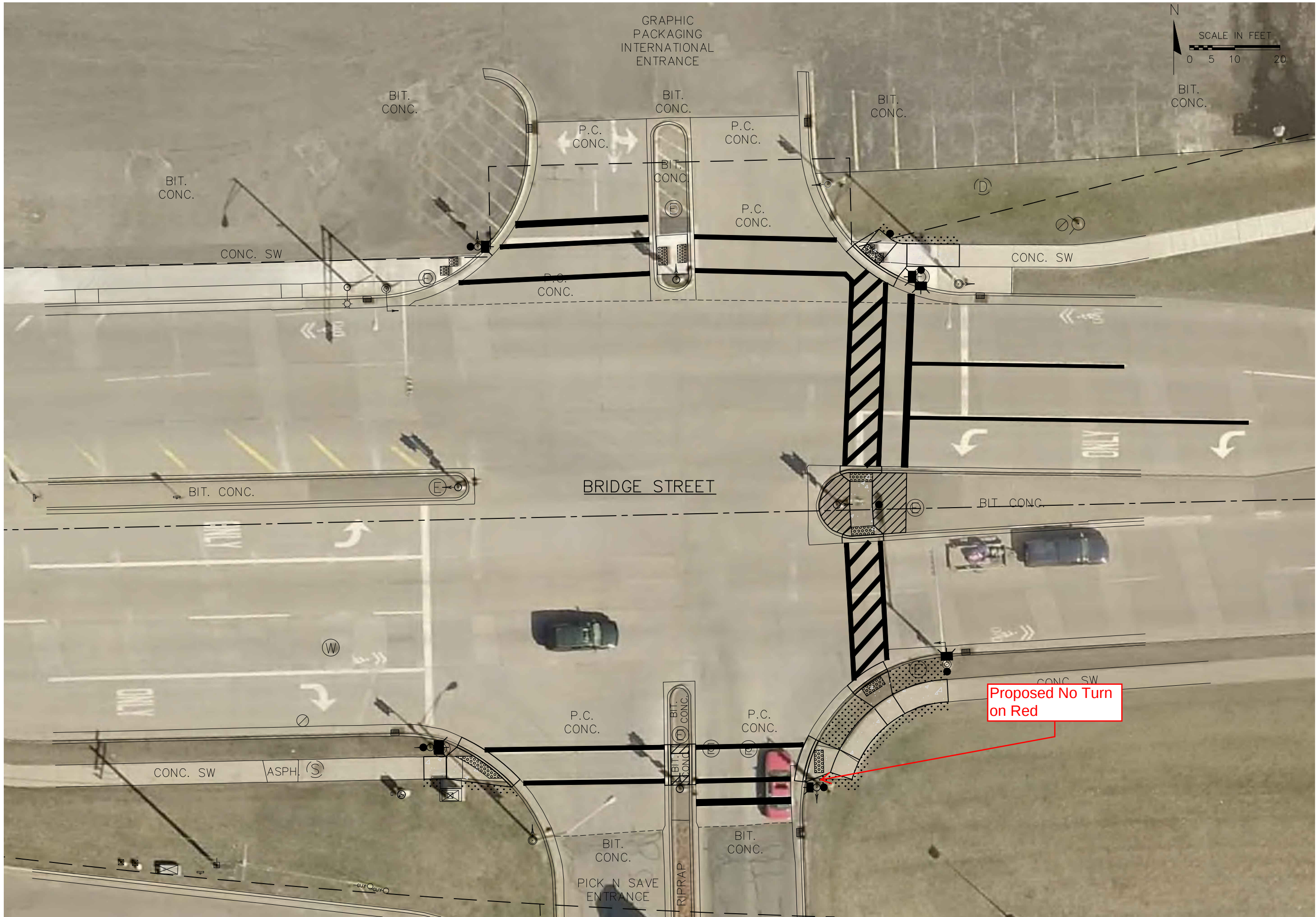
Adjourn.

Motion by Winters, second by Kellbach to adjourn the meeting. Motion carried 5-0.
Meeting adjourned at 6:30 p.m.

Parking and Traffic Committee
Sherry Abitz, Chair

AGENDA ITEM
Discussion and possible action on addition a No Turn on Red sign at the Pick ‘N Save exit on Bridge Street
BACKGROUND
The Engineering Department has received multiple requests for a No Turn on Red sign to be added to the exit at Pick ‘N Save due to vehicles encroaching into the crosswalk. The issue of vehicles encroaching into the crosswalk is likely due to several factors such as poor visibility of the east bound traffic on Bridge St. and the signal detector placement within the crosswalk. As part of the pedestrian improvements currently underway, new signal detectors were installed behind the stop bar. This should help resolve some conflicts relating to red signal wait times; however, the visibility issue still remains a factor. Vehicles in the left turn/straight through lane obstruct the ability to see east bound traffic for the right turn only lane. Adding a No Turn on Red sign should increase the safety of this pedestrian crossing by limiting the reasons to encroach into the crosswalk.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Staff recommends adding a No Turn on Red sign at the exit of Pick ‘N Save
Staff contact: TJ Niksich 715-261-6748

DWG FILE NAME:



CITY OF WAUSAU Engineering Department 407 GRANT STREET WAUSAU, WI. 54403-4783 (715) 281-6740 FAX (715) 281-6759	
BRIDGE STREET INTERSECTION - BRIDGE ST/PICK N SAVE/GRAPHIC PACKAGING PROPOSED PEDESTRIAN ACCOMMODATIONS	
SHEET NO. 1 OF 1 SHEETS FILE NUMBER	
ISSUED FOR ☒ PRELIMINARY ☐ REVIEW/APPROVAL ☐ BIDDING/CONST. ☐ REC. REF. DWG. ☐ OFFICE USE	DATE 02/21/2019
REVISIONS J.D.VANBOXEL	SURVEYED BY: ENG. DEPT. FIELD BOOK NO. PG. DESIGNED BY: T.J. NICKSICH DRAWN BY: J.D. VANBOXEL APPROVED BY: ERIC LINDMAN POINT FILE:

AGENDA ITEM

Discussion and possible action on a Five-Year Street Reconstruction Plan

BACKGROUND

At the July meeting the committee approved street reconstruction projects for 2021. In order for Engineering to plan and remain on schedule we need a 5-year plan or direction from the committee not just a one year plan.

In 2019 CISM approved a 5-year plan and Eau Claire Blvd was the approved street to be reconstructed in 2021. We use these plans to schedule our work in engineering accordingly. In 2019 into 2020 engineering had over 400 hours into Eau Claire Blvd related to design and survey work. With the change in direction by the committee we have put Eau Claire Blvd on the shelf and begun to survey the approved streets for 2021 construction. Moving into fall we would like to know the 5-year plan so as weather permits we may be able to complete additional field work on future projects as well.

We have many criteria to choose local street priorities for proposed reconstruction and we have discussed most of these with the committee. Some of the key items are condition of utilities, condition of road surface, drainage issues, volume of traffic and routes to schools. One other criteria we look at is if the road is within the ½ mile boundary of a TID and what is the financial position of the TID to fund infrastructure improvements. We try and find streets that are outside possible TID fundable areas as these streets can only be funded by levy funds. Of course we also always look at the cost of the street and also how the cost of the utilities will impact the water and sewer budget.

Based on these criteria and what the committee has expressed over the past couple of months related to spreading out the reconstruction of roads to various sections of the city, I have attached a proposed 5-year plan for your review and consideration.

FISCAL IMPACT

None for approving the plan.

STAFF UPDATE

Looking for a 5-year plan approval so we can continue to schedule our work over the next year.

Staff contact: Eric Lindman 715-261-6745

2021 STREET RECONSTRUCTION (5 Year Plan)

2021

3 rd Avenue	(Randolph Street – Bos Creek Drive)	\$640,000
5 th Avenue	(West Street – Garfield Avenue)	\$490,000
Rosecrans Street	(17 th Avenue – 22 nd Place)	\$620,000

2022

Bugbee Ave	(Burek - Tierney)	\$600,000
4 th Street	(McClellan Street – Scott Street)	\$150,000
4 th Avenue	(Bridge Street – Knox Street)	\$700,000

2023

Eau Claire Blvd	(Grand Ave – West Termini)	\$1,300,000
Emerson Street	(Eau Claire - Kent Street)	\$120,000
Mount View Blvd	(Eau Claire - Kent Street)	\$120,000
Pied Piper Lane	(Eau Claire – Kent Street)	\$120,000

2024

Jackson St	(RR Tracks – 12 th St)	\$450,000
10 th Ave	(Bridge St – West Wausau)	\$400,000
Grant St	(6 th Street – 7 th Street)	\$160,000

2025

Stark Street	(5 th Street – 12 th Street)	1,200,000
Henrietta Street	(Bellis Street – 13 th Street)	\$600,000

See Other Streets listed below.

Other Streets

N. 1 st Avenue	(E. Crabtree Dr – Campus Dr)	\$100,000
N. 1 st Street	(Short St – Dekalb St)	\$190,000
N. 2 nd Street	(Short St – Bridge St)	\$250,000
N. 2 nd Street	(Scott St – McClellan St)	\$100,000
S. 2 nd Street	(Forest St – Division St)	\$80,000
N. 2 nd Avenue	(North Termini – W. Bos Creek Dr)	\$80,000
N. 2 nd Avenue	(E. Randolph St – Lucille St)	\$290,000
N. 2 nd Avenue	(W. Knox St – W. Eldred St)	\$300,000
N. 2 nd Avenue	(W. Bridge St – Elm St)	\$900,000
S. 2 nd Avenue	(Stewart Pl – Garfield Av)	\$170,000
N. 3 rd Avenue	(W. Bos Creek Dr – W. Knox St)	\$1,200,000
S. 3 rd Avenue	(Imm St – Termini)	\$200,000
N. 4 th Avenue	(Merrill Av – Randolph St)	\$420,000
S. 4 th Avenue	(Sherman St – W. Thomas St)	\$440,000

N. 4 th Street	(Hamilton St – Chicago Av)	\$170,000
S. 4 th Street	(River Dr – Forest St)	\$390,000
N. 5 th Street	(North Termini – Winton St)	\$200,000
N. 5 th Avenue	(Oak St – Elm St)	\$700,000
S. 5 th Avenue	(Stewart Av – Elm St)	\$310,000
S. 5 th Avenue	(Garfield Av – West St)	\$200,000
S. 5 th Avenue	(Sherman St – W. Thomas St)	\$500,000
N. 6 th Avenue	(W. Bridge St – Elm St)	\$900,000
S. 6 th Avenue	(Garfield Av – Elm St)	\$520,000
S. 6 th Avenue	(Sherman St – Rosecrans St)	\$220,000
N. 7 th Street	(Parcher St – E. Wausau Av)	\$820,000
N. 7 th Street	(Humboldt Av – E. Bridge St)	\$170,000
N. 7 th Avenue	(W. Strowbridge St – W. Knox St)	\$200,000
N. 7 th Avenue	(W. Union Av – South Termini)	\$340,000
N. 7 th Avenue	(W. Bridge St – Elm St)	\$900,000
S. 7 th Avenue	(Garfield Av – Elm St)	\$520,000
N. 8 th Street	(Hamilton St - E Bridge St)	\$220,000
N. 8 th Avenue	(North Termini – W. Strowbridge St)	\$290,000
N. 8 th Avenue	(W. Knox St – South Termini)	\$500,000
N. 8 th Avenue	(W. Bridge St – Elm St)	\$890,000
S. 8 th Avenue	(West St – Chellis St)	\$1,100,000
N. 9 th Avenue	(W. Strowbridge St – W. Knox St)	\$140,000
N. 9 th Avenue	(W. Wausau Av – Elm St)	\$1,300,000
S. 9 th Avenue	(Callon St – Stewart Av)	\$240,000
S. 9 th Avenue	(Pardee St – West St)	\$140,000
N. 9 th Street	(Spring St – Winton St)	\$510,000
N. 10 th Avenue	(Cedar St – W. Wausau Av)	\$780,000
S. 10 th Avenue	(Callon St – Stewart Av)	\$200,000
N. 10 th Street	(E. Union Av – E. Wausau Av)	\$80,000
N. 10 th Street	(Stark St – McIndoe St)	\$500,000
S. 10 th Street	(Jackson St – Kickbusch St)	\$200,000
N. 11 th Avenue	(Elm St – Cedar St)	\$420,000
S. 11 th Avenue	(Callon St – Stewart Av)	\$200,000
S. 11 th Avenue	(W. Thomas St – Flieth St)	\$750,000
N. 11 th Street	(Sylvan St – E. Crocker St)	\$440,000
N. 11 th Street	(Brown St – South Termini)	\$70,000
N. 11 th Street	(McClellan St – Washington St)	\$340,000
N. 11 th Street	(Jackson St – Kickbush St)	\$220,000
N. 12 th Street	(E. Crocker St – Brown St)	\$700,000
N. 12 th Street	(Forest St – McIndoe St)	\$650,000
N. 12 th Street	(Hamilton St – North Termini)	\$250,000
S. 12 th Street	(Plumer St – McIntosh St)	\$440,000
N. 12 th Avenue	(Merrill Av – W. Randolph St)	\$340,000
N. 12 th Avenue	(Norton St – Nicolet St)	\$200,000
S. 12 th Avenue	(W. Thomas St – Chellis St)	\$440,000
S. 13 th Avenue	(Greenhill Dr – Callon St)	\$100,000

S. 13 th Avenue	(Sherman St – Rosecrans St)	\$200,000
S. 13 th Avenue	(W. Thomas St – Bopf St)	\$180,000
N. 13 th Street	(Stark St – Steuben St)	\$100,000
N. 13 th Street	(Franklin St – Jefferson St)	\$440,000
S. 13 th Street	(Kickbusch St – McIntosh St)	\$440,000
N. 14 th Avenue	(Arlington Ln – W. Randolph St)	\$440,000
N. 14 th Avenue	(Pine St – Elm St)	\$440,000
S. 14 th Avenue	(Sherman St – Rosecrans St)	\$200,000
S. 14 th Avenue	(Chellis St – W. Thomas St)	\$420,000
N. 14 th Street	(Stark St – Steuben St)	\$100,000
N. 14 th Street	(McIndoe St – South Termini)	\$200,000
N. 14 th Street	(Jackson St – North Termini)	\$200,000
N. 15 th Avenue	(Arlington Ln – W. Randolph St)	\$400,000
S. 15 th Avenue	(Rosecrans St – W. Thomas St)	\$120,000
S. 15 th Avenue	(W. Thomas St – Bopf St)	\$140,000
N. 15 th Street	(Park Av – E. Wausau Av)	\$100,000
N. 15 th Street	(Stark St – Steuben St)	\$100,000
N. 16 th Avenue	(Arlington Ln – W. Randolph St)	\$500,000
N. 16 th Avenue	(Brady St – W. Wausau Av)	\$400,000
N. 16 th Avenue	(Norton St – Kenwood Dr)	\$270,000
S. 16 th Avenue	(Sheridan Rd – Sherman St)	\$160,000
S. 16 th Avenue	(W. Thomas St – Bopf St)	\$200,000
N. 16 th Street	(Stark St – E. Hamilton St)	\$180,000
N. 18 th Ave	(Sherman Street – Rosecrans Street)	\$200,000
S. 19 th Avenue	(Sherman St – Rosecrans St)	\$200,000
S. 19 th Avenue	(Bopf St – W. Thomas St)	\$150,000
S. 20 th Avenue	(Sherman St – North Termini)	\$140,000
S. 20 th Avenue	(Rosecans St – Sherman St)	\$150,000
S. 20 th Avenue	(Walnut St – Bopf St)	\$100,000
S. 21 st Avenue	(Nehring St – North Termini)	\$440,000
S. 21 st Avenue	(Sherman St – Rosecrans St)	\$150,000
S. 21 st Place	(Sherman St – Rosecrans St)	\$150,000
S. 21 st Place	(North Termini – Sherman St)	\$240,000
S. 22 nd Avenue	(Helmke St – Nehring St)	\$100,000
S. 22 nd Avenue	(Sherman St – West St)	\$140,000
S. 22 nd Place	(Sherman St – Rosecrans)	\$150,000
S. 22 nd Place	(North Termini – Sherman St)	\$250,000
N. 28 th Avenue	(Westhill Dr – Apple Ln Offset 675 feet)	\$900,000
N. 29 th Avenue	(Maple Hill Dr – W. Wausau Av)	\$370,000
N. 32 nd Avenue	(Seymour Dr – Wildwood Ln)	\$440,000
S. 39 th Avenue	(Stewart Av – Tanglewood Ln)	\$400,000
S. 48 th Avenue	(Sherman St – Packer Dr)	\$440,000
S. 48 th Avenue	(Packer Dr – Sherman St)	\$270,000
S. 54 th Avenue	(Sherman St – Packer Dr)	\$250,000
S. 56 th Avenue	(Stewart Av – South Termini)	\$70,000
S. 80 th Avenue	(Highland Dr – North Termini)	\$420,000

Adams Street	(N. 5 th St – N. 7 th St)	\$340,000
Adams Street	(N. 8 th St – N. 10 th St)	\$340,000
Adams Street	(N. 10 th St – East Termini)	\$110,000
Adolph Street	(Cleveland Ave – East Termini)	\$270,000
Alexander Street	(S. 2 nd Ave – S. 4 th Av)	\$200,000
Ankor Street	(S. 12 th St – East Termini)	\$80,000
Arlington Lane	(N. 18 th Ave – East Termini)	\$35,000
Arlington Lane	(N. 16 th Ave – Merrill Av)	\$240,000
Arthur Avenue	(N. 18 th Av – East Termini)	\$35,000
Augusta Avenue	(N. 6 th St – N. 8 th St)	\$350,000
Bellis Street	(McIntosh St – Jefferson St)	\$900,000
Bellis Street	(Manson St – Single Av)	\$240,000
Birch Street	(N. 6 th St – N. 7 th St)	\$240,000
Bopf Street	(S. 17 th Av – S. 19 th Av)	\$200,000
Broadway Avenue	(STH B51 – Lillie St)	\$1,400,000
Bridge Street	(6 th Street – 10 th Street)	\$680,000
Brown St	(N. 6 th St – N. 13 th St)	\$1,200,000
Bugbee Avenue	(Burek Av – East Termini)	\$750,000
Callon Street	(S. 6 th St – STH B51/S. 1 st Av)	\$500,000
Center Street	(Park Av – E. Wausau Av)	\$120,000
Chellis Street	(S. 11 th Av – S. 12 th Av)	\$140,000
Cherry Street	(W. Wausau Av – Bos Creek Dr)	\$1,400,000
Cherry Street	(E. Oak St – E. Cedar St)	\$180,000
Clark Street	(East Termini – S. 4 th Av)	\$800,000
Clayton Street	(Cherry Street – N. 2 nd Av)	\$150,000
Coel Boulevard	(Ross Ave – Schwebach St)	\$200,000
Cordell Street	(Woods Pl – Lakeview Dr)	\$100,000
Cottage Street	(S. 3 rd Av – West Termini)	\$100,000
E. Crabtree Circle	(E. Crabtree Dr – West Termini)	\$70,000
E. Crabtree Drive	(E. Crabtree Cir – Lenard St)	\$100,000
Crescent Drive	(N. 4 th Ave – W. Randolph St)	\$200,000
Dekalb Street	(N. 2 nd St – N. 4 th St)	\$200,000
Dekalb Street	(N. 10 th St – N. 12 th St)	\$140,000
Division Street	(S. 2 nd St – East Termini)	\$100,000
Division Street	(West Termini – STH B51/Grand Av)	\$70,000
Dunbar Street	(Genrich St – Prospect Av)	\$180,000
W. Eldred Street	(N. 3 rd Av – N. 1 st Av)	\$200,000
Elmwood Boulevard	(Lakeview Dr – South Termini)	\$200,000
Emerson Street	(Lakeview Dr – South Termini)	\$180,000
Fairmount Street	(Broadway Av – Weston Av)	\$200,000
Fleming Street	(Grand Av – Roosevelt St)	\$370,000
Fleming Street	(Weston Av – Mathie St)	\$240,000
Forest Street	(Prospect Av – East Termini)	\$140,000
Forest Street	(Bellis St – N. 12 th St)	\$410,000
Fulton Street	(N. 1 st St – N. 7 th St)	\$1,200,000
Fulton Street	(N. 8 th St – N. 10 th St)	\$270,000

Fulton Street	(N. 15 th St – East Termini)	\$100,000
Garfield Avenue	(S. 17 th Av – S. 19 th Av)	\$250,000
Garfield Avenue	(West Termini – S. 6 th Av)	\$200,000
Garfield Avenue	(S. 4 th Av – S. 3 rd Av)	\$80,000
Garth Street	(Ross Av – North Termini)	\$75,000
Genrich Street	(E. Thomas St – Single Av)	\$340,000
Gilbert Street	(N. 6 th St – N. 7 th St)	\$140,000
Gilbert Street	(N. 10 th St – Malak Cir)	\$500,000
Grant Street	(N. 6 th St – N. 7 th St)	\$100,000
Graves Avenue	(Lillie St – Sturgeon Eddy Rd)	\$200,000
Graves Avenue	(Zimmerman St – Kings Ct)	\$180,000
Gray Place	(Scott St – McClellan St)	\$100,000
Gray Place	(Grant St – Franklin St)	\$100,000
Greenhill Drive	(S. 8 th Av – S. 14 th Av)	\$700,000
Hamilton Street	(N. 5 th St – N. 7 th St)	\$350,000
Helmke Street	(S. 22 nd Ave – S. 24 th Av)	\$270,000
Henrietta Street	(S. Bellis St – S. 13 th St)	\$250,000
Henrietta Street	(Grand Ave – Prospect Av)	\$240,000
Henrietta Street	(Prospect Av – Saint Paul St)	\$240,000
Hillcrest Avenue	(S. 8 th Av – Elm St)	\$400,000
Holub Street	(N. 12 th Av – West Termini)	\$200,000
Hubbill Avenue	(S. 32 nd Av – East Termini)	\$680,000
Humboldt Avenue	(N. 2 nd St – N. 10 th St)	\$1,100,000
Imm Street	(S. 3 rd Av – Lakeview)	\$250,000
Jackson Street	(West Termini – RR Tracks)	\$420,000
Jefferson Street	(N. 6 th St/STH 52 – N. 10 th St)	\$750,000
Kickbusch Street	(Grand Av – East Termini)	\$500,000
King Street	(Broadway Av – North Termini)	\$140,000
Kings Court	(Graves Av – Weston Av)	\$100,000
Knox Street	(Cherry St – N. 3 rd Av)	\$250,000
Kolter Street	(Mathie St – Roosevelt St)	\$150,000
Lake Street	(S. 12 th Av – Madison St)	\$360,000
Lakeview Avenue	(Imm St – Wyatt St)	\$340,000
Lake View Court	(Lake View Dr – East Termini)	\$180,000
Lamont Street	(Weston Av – Kent St)	\$350,000
Lasalle Street	(Grant St – McIndoe St)	\$200,000
Le Messurier Street	(Seymour St – Prospect Av)	\$200,000
Le Messurier Street	(S. Bellis St – S. 13 th St)	\$580,000
Lenard Street	(E. Randolph St – Burns St)	\$270,000
Lenard Street	(E. Campus Dr – E. Crabtree Dr)	\$340,000
Lillie Street	(Broadway Av – St Austin Av)	\$250,000
Lincoln Avenue	(N. 2 nd St – N. 10 th Av)	\$900,000
Lines Street	(Broadway Av – South Termini)	\$160,000
Madison Street	(Madison St {Turn South} – East Termini)	\$300,000
Madison Street	(Bopf St – S. 17 th Av)	\$100,000
Manson Street	(Bellis St – S. 10 th St)	\$100,000

Maple Hill Drive	(N. 28 th Av – N. 29 th Av)	\$140,000
Maple Street	(N. 1 st Av – N. 11 th Av)	\$1,000,000
Marshall Street	(Lakeview Dr – Kent St)	\$410,000
Mary Street	(Ethel St – Lake View Ct)	\$180,000
Mathie Street	(Kolter St – Weston Av)	\$230,000
McCleary Street	(Myron St – E. Thomas St)	\$340,000
McClellan Street	(N. 10 th St – East Termini)	\$300,000
McDonald Street	(Grand Ave – Torney Av)	\$180,000
McIndoe Court	(N. 15 th St – East Termini)	\$70,000
McIndoe Street	(N. 6 th St – N. 7 th St)	\$180,000
McIntosh Street	(Seymour St – Bellis St)	\$480,000
Mobile Avenue	(N. 3 rd St – N. 6 th St)	\$200,000
Mobile Avenue	(N. 7 th St – N. 8 th St)	\$180,000
Mount View Blvd	(Kent St – Lakeview Dr.)	\$400,000
Nehring Street	(S. 20 th Av – S. 22 nd Av)	\$200,000
Nicolet Street	(Stevens Dr. – N. 12 th Av)	\$70,000
Nina Avenue	(N. 5 th St – N. 6 th St)	\$140,000
North Hill Road	(N. 10 th St – East Termini)	\$70,000
Norton Street	(Stevens Dr. – N. 12 th Av)	\$180,000
Oak Street	(N. 10 th Av – Cherry St)	\$1,000,000
Oakwood Blvd	(Lakeview Dr. – South Termini)	\$130,000
Oakwood Circle	(Oakwood Blvd – West Termini)	\$70,000
Parcher Street	(N. 6 th St – N. 9 th St Offset 634 feet)	\$140,000
Parcher Street	(N. 9 th St – N. 13 th St)	\$600,000
Pardee Street	(S. 17 th Ave – S. 20 th Av)	\$300,000
Park Ave	(N. 2 nd St – N. 10 th St)	\$1,100,000
Pine Crest Avenue	(Seymour Ln – Wildwood Ln)	\$410,000
Pine Street	(N. 10 th Av – N. 12 th Av)	\$270,000
Pleasant Street	(Grand Av – Garth St)	\$140,000
Plumer Street	(East Termini – Grand Av)	\$510,000
Plumer Street	(S. 4 th St – East Termini)	\$180,000
Plumer Street	(S. Bellis St – S. 13 th St)	\$580,000
Porter Street	(S. 1 st Av – S. 3 rd Av)	\$240,000
Porter Street	(S. 17 th Av – S. 19 th Av)	\$340,000
Prospect Avenue	(Townline Rd – McDonald St)	\$150,000
Quaw Street	(N. 2 nd Av – N. 6 th Av)	\$410,000
Quaw Street	(East Termini/N9thAv – West Termini)	\$200,000
Quaw Street	(N. 12 th Av – Stevens Dr)	\$120,000
W. Randolph Street	(Burek – Merrill Av)	\$1,300,000
Rosecrans Street	(S. 13 th Av – 22 nd Pl)	\$900,000
Ross Avenue	(Sturgeon Eddy Rd – Grand Av)	\$950,000
Ruder Street	(Fairmont St – Grand Av)	\$200,000
Ruder Street	(Geisler St – Wisconsin St)	\$200,000
Schwebach Street	(Coel Blvd – West Termini)	\$100,000
Seymour Street	(Kickbusch St – E. Thomas St)	\$540,000
Sheridan Road	(S. 15 th Av – S. 17 th Av)	\$125,000

Sherman Street	(S. 56 th Av – S. 52 nd Av)	\$200,000
Short Street	(N. 1 st St – N. 3 rd St)	\$200,000
Spruce Street	(N. 12 th Av – N. 14 th Av)	\$200,000
Spruce Street	(N. 3 rd Av – N. 10 th Av)	\$700,000
St Austin Av	(Lillie St – Sturgeon Eddy Rd)	\$800,000
Steuben Street	(N. 5 th St – N. 6 th St)	\$140,000
Steuben Street	(N. 15 th St – N. 16 th St)	\$100,000
Stewart Place	(S. 1 st Av – S. 2 nd Av)	\$100,000
W. Strowbridge Street	(Merrill Av – West Termini)	\$500,000
Sumner Street	(Bellis St – S. 10 th St)	\$100,000
Sunset Drive	(N. 12 th Av – Spruce St)	\$350,000
E. Thomas Street	(Grand Av – Genrich St)	\$360,000
E. Thomas Street	(S. 10 th St – West Termini)	\$70,000
W. Thomas Street	(S. 17 th Av – S. 19 th Av)	\$200,000
Torney Avenue	(Townline Rd – McDonald St.)	\$270,000
E. Union Avenue	(N. 1 st Av – Cherry St)	\$90,000
E. Union Avenue	(N. 8 th St – N. 10 th St)	\$300,000
W. Union Avenue	(N. 8 th Av – N. 10 th Av)	\$200,000
Walnut Street	(S. 20 th Av – S. 17 th Av)	\$300,000
Washington Street	(N. 7 th St – N. 6 th St)	\$160,000
W. Wausau Avenue	(N. 16 th Av – N. 10 th Av)	\$700,000
W. Wausau Avenue	(N. 1 st Av – Cherry St)	\$140,000
West Street	(21 st Pl – S. 22 nd Av)	\$200,000
Weston Avenue	(Grand Av – Lillie St)	\$1,300,000
Wisconsin Street	(Kolter St – Ruder St)	\$70,000
Young Street	(Prospect Av – East Termini)	\$240,000
Zimmerman Street	(Ross Av – Kent St)	\$100,000

Sum Total of Other Streets: Approx. \$90 Million

- Notes:
1. Street reconstruction costs do not reflect Sewer and Water Costs
 2. WDOT Street Reconstructions not included in this plan

AGENDA ITEM
Discussion and possible action on an Easement for Wisconsin Public Service Corp., Charter Communications and Frontier North at 814 North 1 st Street, 920 North 1 st Street and 120 Franklin Street
BACKGROUND
The Engineering Department has been working with WPS, Charter and Frontier to bury the overhead lines as part of the Riverfront Development and the extension of Fulton Street. Easements are needed as indicated on the enclosed map to bury the facilities.
FISCAL IMPACT
None, the easements are granted at no cost.
STAFF RECOMMENDATION
Staff recommends approval of the easement.
Staff contact: Allen Wesolowski 715-261-6762

ELECTRIC UNDERGROUND AND OVERHEAD & GAS
EASEMENT

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of Wausau, a Wisconsin municipal corporation**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns and **Charter Communications, Inc., and Frontier North** (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of Lots 4 and 7 of Block D of the recorded plat of McIndoe & Shuter's Addition to the City of Wausau, and also part of Lot 2 of Certified Survey Map No. 18353, Recorded in the Marathon County Register of Deeds Volume 90 of Certified Survey Maps on Page 93 as Document 1781845; all being part of the Northwest Quarter of the Southwest Quarter (NW1/4-SW1/4) of Section 25, Township 29 North, Range 7 East, **City of Wausau, County of Marathon, State of Wisconsin**, as shown on the **attached Exhibit "A"**.

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

Parcel Identification Number (PIN)
291-2907-253-0198
291-2907-253-0622
291-2907-264-0190

- 1. Purpose: ELECTRIC UNDERGROUND AND OVERHEAD & GAS** - The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, and to construct, erect, operate, maintain and replace overhead utility facilities, including a line of poles, together with the necessary conductors, anchors, guy wires, underground cable, pedestals, riser equipment and all other appurtenant equipment above ground, as well as pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of electric energy, signals, television and telecommunications services, natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed by Grantee whenever it decides it is necessary so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.

4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written.

City of Wausau

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF _____)
)SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____

City of Wausau, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____
Print Name _____

Notary Public, State of _____
My Commission expires: _____

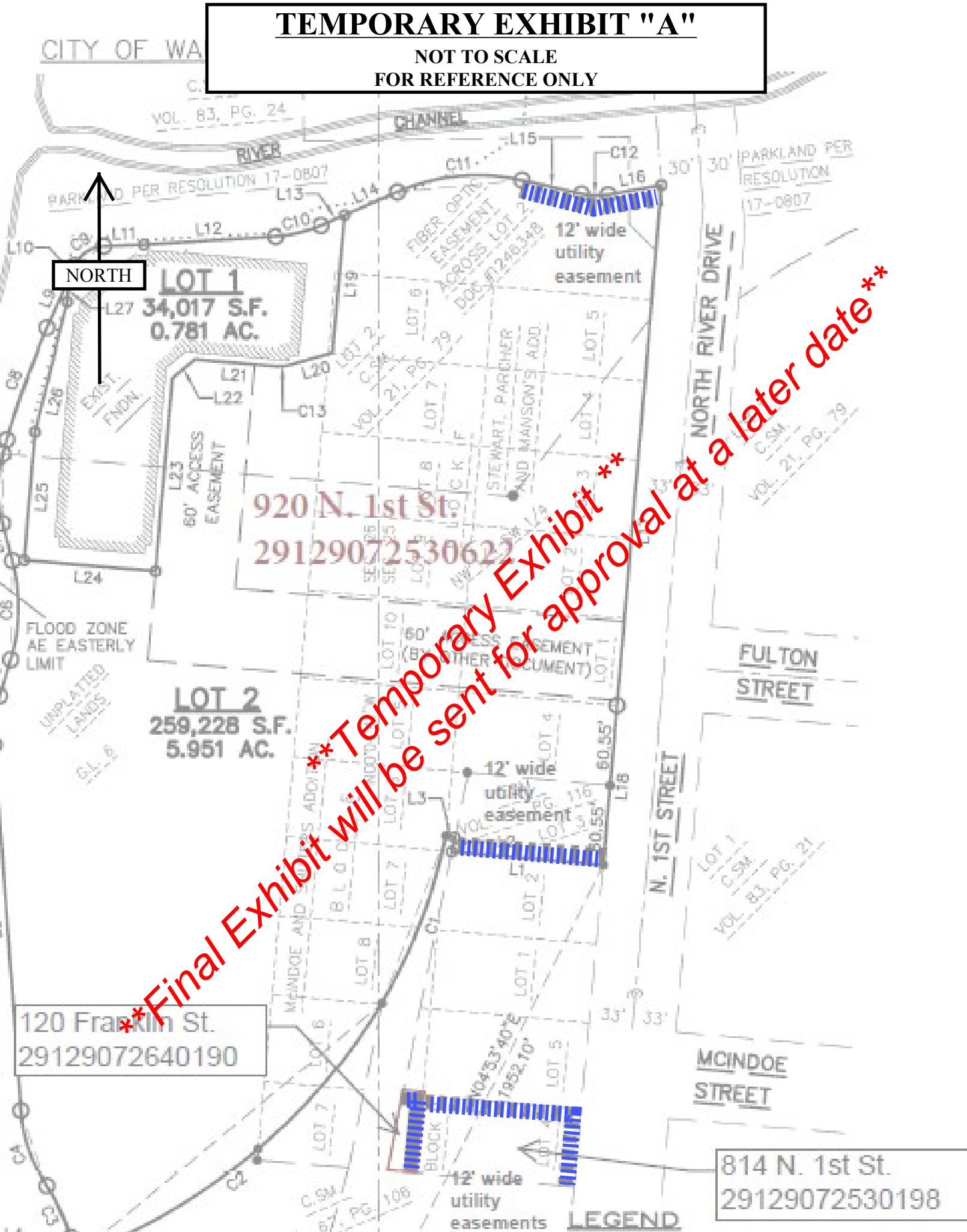
This instrument drafted by: Philip Paradies

Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
May 5, 2020	Marathon	City of Wausau	Fulton and 1st St at River Dr	291-2907-253-0198, 291-2907-253-0622, 291-2907-264-0190
Real Estate No.	WPSC District	WR#	WR Type	I/O
1051281	Wausau	3067076	ERU	6000272

TEMPORARY EXHIBIT "A"

**NOT TO SCALE
FOR REFERENCE ONLY**



AGENDA ITEM
Discussion and possible action on an Easement for Wisconsin Public Service Corp., Charter Communications and Frontier North at 146 East Thomas Street, 206 East Thomas Street, 212 East Thomas Street, 226 East Thomas Street, 230 East Thomas Street and 242 East Thomas Street
BACKGROUND
The Engineering Department has been working with WPS, Charter and Frontier to bury the overhead lines as part of the wall replacement and trail expansion north of Thomas Street near Emter Street. Easements are needed as indicated on the enclosed map to bury the facilities.
FISCAL IMPACT
None, the easements are granted at no cost.
STAFF RECOMMENDATION
Staff recommends approval of the easement.
Staff contact: Allen Wesolowski 715-261-6762

ELECTRIC UNDERGROUND EASEMENT

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of Wausau, a Wisconsin municipal corporation**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns and **Charter Communications, Inc., and Frontier North** (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

TPN 291-2907-354-0013

Part of Lot 13 of Block 1, of the recorded plat of Williams and Emter's Addition to the City of Wausau, **County of Marathon, State of Wisconsin.**

TPN 291-2907-354-0029

Part of Lot 3 of Block 2, of the recorded plat of Williams and Emter's Addition to the City of Wausau, **County of Marathon, State of Wisconsin.**

TPN 291-2907-354-0034

Part of Lot 8 of Block 2, of the recorded plat of Williams and Emter's Addition to the City of Wausau, **County of Marathon, State of Wisconsin.**

TPN 291-2907-354-0035

Part of Lot 9 of Block 2, of the recorded plat of Williams and Emter's Addition to the City of Wausau, and that Part of Government Lot 3, Section 35, Township 29 North, Range 7 East, **City of Wausau, County of Marathon, State of Wisconsin.**

TPN 291-2907-354-0036

Part of Lots 10, 11, and 12 of Block 2, lying south of the railroad tracks, of the recorded plat of Williams and Emter's Addition to the City of Wausau, and located in Government Lot 3 of Section 35 and Government Lot 4 of Section 36, Township 29 North, Range 7 East, **City of Wausau, County of Marathon, State of Wisconsin.**

TPN 291-2907-354-0339

Part of Lot 1 of Certified Survey Map No. 11237, Recorded in the Marathon County Register of Deeds Volume 47 of Certified Survey Maps on Page 99 as Document 1204239; being part of Government Lot 3 of Section 36, Township 29 North, Range 7 East, **City of Wausau, County of Marathon, State of Wisconsin.**

as shown on the **attached Exhibit "A"**.

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

Parcel Identification Number (PIN)
291-2907-354-0013, 291-2907-354-0029,
291-2907-354-0034, 291-2907-354-0035,
291-2907-354-0036, 291-2907-354-0339

1. **Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written.

City of Wausau

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF _____)
COUNTY OF _____)SS
_____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____

City of Wausau, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____
Print Name _____

Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Philip Paradies

Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
May 7, 2020	Marathon	City of Wausau	Emter St	291-2907-354-0013, 291-2907-354-0029, 291-2907-354-0034, 291-2907-354-0035, 291-2907-354-0036, 291-2907-354-0339
Real Estate No.	WPSC District	WR#	WR Type	I/O
1051324	Wausau	3065155	ERU	6000272

NOT TO SCALE
FOR REFERENCE ONLY

