



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.

Special Meeting:

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE OF THE CITY OF WAUSAU

Date/Time:

Tuesday, January 26, 2021 at 6:15 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. Discussion and possible action regarding easement on airport property for WPS and Charter Communications LLC to run utilities to the Kocourek Hangar.

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 146 567 1611 and the password is 3ipPjXyv63. Individuals appearing in person will either be seated in the Council Chambers or an overflow 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 on the City of Wausau's YouTube Channel <http://tinyurl.com/WAAMedia>, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/ausaucitycouncil>. 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 01/20/21 @ 4:15 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, Becher Hoppe Associates, AECOM, REI, Judy Bayba, Scholfield Group, Clark Dietz, Inc., Brown and Caldwell.

**JOINT RESOLUTION OF AIRPORT COMMITTEE AND CAPITAL
IMPROVEMENTS & STREET MAINTENANCE**

Approving gas, electrical and telecommunications easement with Wisconsin Public Service and Charter Communications, LLC for the installation of a gas line, electrical, and telecommunications to the new Kocourek hanger at the Wausau Downtown Airport

Committee Action: Airport Committee - Pending
 CISM Committee - Pending

Fiscal Impact: None

File Number:	Date Introduced: January 26, 2021
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RESOLUTION

WHEREAS, the City of Wausau owns and operates an airport within the corporate limits of the City of Wausau (“City”) known as the Wausau Downtown Airport (“Airport”); and

WHEREAS, a new hanger, known as the Kocourek Hanger, is in the process of being built; and

WHEREAS, the owner of the new hanger, Kocourek, is requesting gas, electrical, and telecommunication utilities to be installed to the new hanger; and

WHEREAS, the City received a joint request from Wisconsin Public Service (“WPS”) and Charter Communications, LLC (“Charter”) for the installation of a gas line, electrical, and telecommunication cables to the new Kocourek Hanger located in the Airport as proposed in the attached exhibit; and

WHEREAS, the installation would require the execution of an easement granting WPS and Charter access to City property; and

WHEREAS, your Airport Committee, at a special meeting on January 21, 2021, and the CISM Committee, at its January 26, 2021, meeting recommend approving the joint easement with WPS and Charter so that gas, electrical, and telecommunication utilities could be installed to the new Kocourek hanger.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that it hereby approves the execution of the gas, electrical, and telecommunications easement with Wisconsin Public Service and Charter Communications, LLC and the proper City officials are hereby authorized and directed to execute said easement.

Approved:

Katie Rosenberg, Mayor

SPECIAL AIRPORT COMMITTEE

Date and Time: Wednesday, January 21, 2021 @ 5:00 pm., at the Wausau Downtown Airport

Members Present: Pat Peckham (C), Lisa Rasmussen, Jim Wadinski, and Fred Prehn (*by phone*)

Members Excused: Dennis Seitz, Doug Diny, Lou Larson

Others Present: John Chmiel and Nathan Miller

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner and a quorum was present. The Airport Committee meeting was called to order by Chairperson Peckham.

Discussion and Possible Action regarding easement on airport property for WPS and Charter Communications LLC to run utilities to the Kocourek Hangar

John Chmiel explained utilities are necessary for the Kocourek Hangar sooner rather than later so that construction can be completed. An easement is required on airport property to run electricity, gas, and internet to the building which is currently halfway constructed. He noted Karl Kemper, the airport engineer of Becher Hoppe, was consulted on the location.

Motion by Rasmussen, second by Wadinski to approve the easement and forward to CISM Committee. Motion carried 4-0.

Adjournment

Motion by Prehn, second by Wadinski to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 5:08 pm.

Document Number

ELECTRIC, GAS, AND TELECOMMUNICATIONS UNDERGROUND EASEMENT

THIS EASEMENT, made this _____ day of _____, 2021, by the **City of Wausau, a municipal corporation**, located in Marathon County, Wisconsin on behalf of its Wausau Downtown Airport, GRANTOR, conveys a permanent limited easement as described below to **Wisconsin Public Service Corporation**, a Wisconsin corporation, and **Charter Communications, LLC**, a foreign limited liability company, GRANTEES, for the sum of One and No/100 dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the GRANTOR does hereby give and grant unto the GRANTEES, its successors and assigns, the perpetual right, permission, authority, privilege and easement for the purpose of constructing, installing, maintaining, operating, inspecting, removing, replacing, or abandoning in place, all equipment ("Facilities") necessary or useful, including buried conduit or cable for purposes of telecommunications, for the purpose of transmitting electrical energy and gas for light, heat and power or for such other purpose as electric energy and gas is now or may hereafter be used, and for communication and telecommunication upon, over, across, within and beneath the certain "Easement Area" as described below and shown on attached Exhibit "A," on land owned by said GRANTOR in the City of Wausau, County of Marathon, State of Wisconsin, described as follows, to-wit:.

This space is reserved for recording data

Return to:

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

Parcel Identification Number/Tax Key Number

291-2807-122-0090

Legal Description:

Part of Lots 1 through 12 of Block 2 of the recorded plat of Lake Wausau Addition, being part of the Northwest Quarter of the Northwest Quarter (NW 1/4-NW 1/4) of Section 12, Township 28 North, Range 7 East, **City of Wausau, County of Marathon, State of Wisconsin**, as shown on the *attached Exhibit "A"*.

This is not homestead property.

GRANTOR is obligated to meet standards established by the Federal Aviation Administration relating to airport safety and the protection of aircraft landing and taking off from the airport. In order to meet those standards, the GRANTEES agrees, and the rights granted in this easement are hereby limited on the Easement Area as follows:

GRANTEES shall not bring any vehicle or other equipment into, nor conduct repairs, maintenance or other operations within the boundaries of Airport property, except at such times as may be designated for such purposes by an authorized representative of GRANTOR. No such authorized representative of GRANTOR shall unreasonably refuse to designate such times, and such times so designated shall be those reasonably related to the unobstructed taking off, landing and flight of aircraft. Notwithstanding any other provision in this paragraph, however, GRANTEES may upon notification to an authorized representative of GRANTOR, enter, bring any vehicle and equipment into and conduct repair, maintenance and other operations within the Easement Area, in the event of a break, leak or other serious condition in the Facilities constructed in the Easement Area, or in the event of any other emergency situation arising with respect to such Facilities. GRANTEES shall have the right to go upon GRANTOR's property outside the Easement Area for the purpose of gaining access to the Easement Area in the event direct access to the Easement Area is not possible in accordance with the provisions of this paragraph.

GRANTEES shall not permit, and shall prevent, any use of the Easement Area that would interfere with or adversely affect the operation or maintenance of the Wausau Downtown Airport.

GRANTEES will not permit or suffer the use of the Easement Area in such a manner as to create any electrical or electronic interference with radio communications between any air navigational or aviation communications installation upon or in the vicinity of the airport property and aircraft, or to make it difficult for an aircraft pilot to distinguish between airport lights and others, or as to otherwise impair an aircraft pilot's visual perception in the vicinity of the airport, or as to otherwise endanger the landing, taking off, or maneuvering of aircraft in the vicinity of the Airport.

GRANTEES shall have the right to trim or remove any trees or brush within the Easement Area which in its judgment may interfere with or endanger said Facilities.

So long as the underlying airport property is used for airport purposes, GRANTEES shall not place, nor permit the placement of, any poles, surface markers or surface structures of any kind upon the Airport property except for the above ground equipment associated with the underground electric lines. No building, tree, or other substantial or permanent structure shall be placed upon the Easement Area by the GRANTEES. GRANTEES will not replace or relocate any existing Facilities within the Easement Area without the prior written approval of the GRANTOR, such approval not to be unreasonably withheld. Equipment may not encroach into protected airspace except in emergencies.

GRANTEES shall, after constructing, installing, maintaining, operating, inspecting, removing, or repairing the intended utility services or Facilities within the Easement Area, restore the Easement Area to the same condition, once the outside weather conditions are appropriate, that existed prior to such work including replacement of ground cover, terrain shape and contours, drainage pattern and vegetation. All work in the Easement Area will be performed in a proper workmanlike manner, and during the progress of the work, GRANTEES will properly safeguard users of the airport from such work.

GRANTOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft over the ground and in the air space above the surface of the real property herein described, together with the right to cause on said ground and in said air space such sound as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said air space and for use of said air space and ground for landing on, taking off from, or operating at the Wausau Downtown Airport.

GRANTEES hereby releases GRANTOR from all debts, claims, demands, damages, actions and causes of action whatsoever which may result from the easement granted hereunder by the GRANTOR, and further agrees to indemnify and hold GRANTOR harmless from all debts, claims demands, damages, actions and causes of actions which may arise as a result of GRANTEES' use and occupation of the Easement Area, except as otherwise arising as a result of the negligence or willful misconduct of GRANTOR.

The covenants and agreements herein contained shall be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and assigns and shall run with the land. No failure or delay of either party in enforcing its rights hereunder shall act as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right set forth herein. This Easement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, GRANTOR has hereunto set its hand and seal the day and year first above written.

CITY OF WAUSAU, a municipal corporation
in the State of Wisconsin

BY: _____
Katie Rosenberg, Mayor

ATTEST:

BY: _____
Leslie M. Kremer, City Clerk

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2021, the above named, Katie Rosenberg, Mayor, and Leslie M. Kremer, City Clerk, for the City of Wausau, known to me to be the persons who executed the foregoing instrument on behalf of said GRANTOR and acknowledged the same.

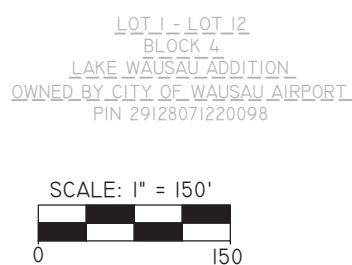
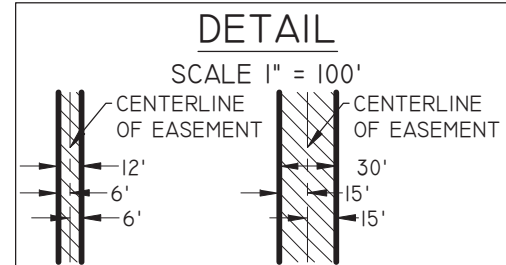
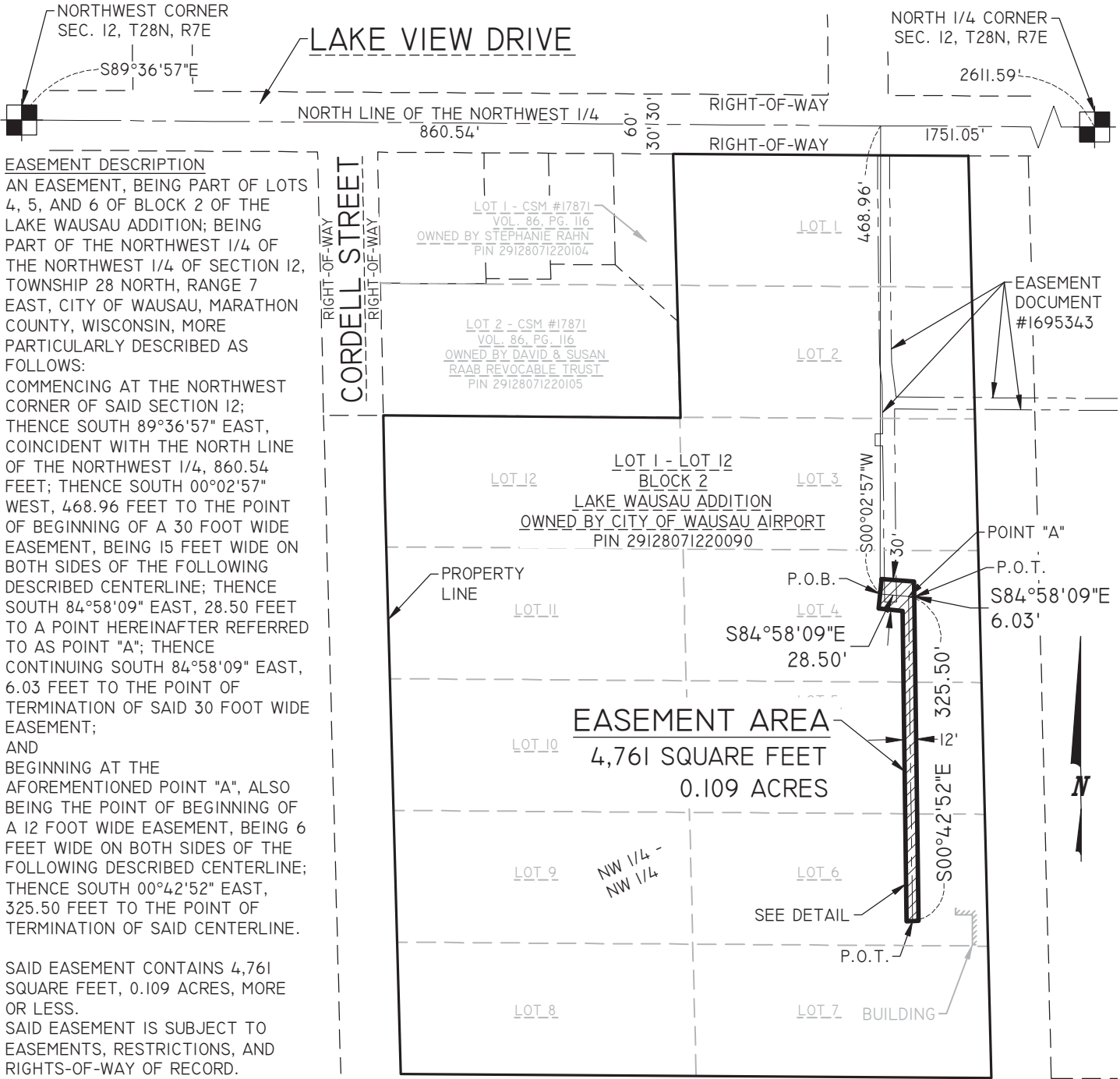
Notary Public, Wisconsin

My commission expires: _____

This instrument drafted by: Nathan K. Miller,
Assistant City Attorney for the City of Wausau,
407 Grant Street, Wausau WI 54403

EXHIBIT "A"

PIN 29128071220090



NOTE:
 1. BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM, NAD 83(2011) DATUM AND REFERENCED TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 28 NORTH, RANGE 7 EAST, MEASURED TO BEAR SOUTH 89°36'57" EAST.
 2. SIDE LINES OF EASEMENT DO NOT EXTEND INTO BUILDING.

REI Engineering, INC.

 Wisconsin Public Service	 REI CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING	SEC. 12, T28N, R7E CITY OF WAUSAU MARATHON COUNTY	WPS EASEMENT: EXHIBIT "A"			
			WPS WORK ORDER NO. 3184458	REI PROJECT NO. 9564	DRAWN BY: MJS	DATE: 12-23-2020