



OFFICIAL NOTICE AND AGENDA

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

Meeting of the: **COMMON COUNCIL OF THE CITY OF WAUSAU**
 Date/Time: **Tuesday, May 27, 2014 at 7:00 pm.**
 Location: **City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers**
 Members: Bill Nagle, Romey Wagner, David Nutting, Tom Neal, Gary Gisselman, Keene Winters, Lisa Rasmussen, Karen Kellbach, David Oberbeck, Sherry Abitz, Robert Mielke

Call to Order

Pledge of Allegiance / Roll Call / Proclamations

Presentations: Hotel Market Study and future planning activities. (Stantec)

Public Comment: (Pre-registered citizens for matters appearing on the agenda)

Communications: (Mayor / Alderpersons / Department Heads or designee)

Committee Reports: (All standing and non-standing committees, commissions or boards)

File #	CMT	Consent Agenda	ACT
14-0501		Minutes of previous meeting(s). (5/13/2014)	
14-0511	CISM	Resolution Authorizing Sale of Evergreen Road	Approved 5-0
14-0512	CISM	Resolution Approving utility easement at 320 Grant Street - Yawkey Park (Wisconsin Public Service)	Approved 5-0
14-0513	CISM	Resolution approving construction of a building on an existing easement at 707 3rd Street (YMCA)	Approved 5-0
14-0514	FIN	Resolution to Execute a Contract with (MTM) Medical Transportation Management to Provide Ambulance Transport Services to Medicaid and Badger Care Plus Patients	Approved 5-0
13-0309	FIN	Resolution Authorizing the addition of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Section 3.40.010(a) for Section 8.08.011 Specialty Care Transport Fees.	Approved 5-0
08-0609	Par&Rec	Resolution Authorizing Temporary Easement Agreement—Athletic Park Parking (Wilson-Hurd)	Approved 5-0
75-0825	Par&Rec	Ordinance Amending Section 12.56.130 Appeal from order of city forester to replace County Park Commission with Park and Recreation Committee as the appeal body.	Approved 5-0

File #	CMT	Resolutions and Ordinances	ACT
14-0503		Confirmation of Mayor's Appointments.	
13-1109	FIN	Resolution Approving 2014 Budget Modification for the Purchase of 16 Portable Radios and Ancillary Equipment for the Fire Department	Approved 5-0
13-1109	CISM & FIN	Joint Resolution Approving 2014 Budget Modification Purchase and Installation Low Level Lighting on the 600-900 Blocks of Scott Street	Approved 5-0 Approved 5-0
14-0413	CISM & PLAN	Joint Ordinance Annexing territory from the Town of Weston to the City of Wausau - NWA Holdings LLC - 2221 Northwestern Avenue.	Approved 5-0 Approved 6-0
12-0110	CISM & PLAN	Joint Resolution Approving Amendment to Relocation Order and Map for the construction of Curling Way from its current termini north to Junction Street	Approved 5-0 Pending
14-0410	FIN & ED	Joint Resolution Authorizing Developer Agreement with CBL & Associates Properties for a five year period beginning July 1, 2014 and extend the Special Letter of Agreement adopted in 2011 for a two year period ending December 31, 2016.	

Public Comment & Suggestions - (for matters not appearing on the agenda)
 Adjournment

Signed by James E. Tipple, Mayor

This Notice was posted at City Hall and faxed to the Daily Herald newsroom on 05/21/14 @ 2:00 pm. Questions regarding this agenda may be directed to the City Clerk.

To: Brad Lenz
City of Wausau, WI

From: Jay Demma and Paul Bilotta
Stantec

File: East Riverfront District Hotel Analysis
Wausau EPA Area-wide Planning
Grant

Date: April 23, 2014

Reference: East Riverfront District Hotel Analysis

INTRODUCTION

In January 2014, Stantec completed a market analysis for the East Riverfront District that focused on a number of potential uses, including multifamily housing (both owned and rented), retail, and offices. This memo expands upon the January 2014 analysis to include an assessment of the market potential for a hotel use in the East Riverfront District.

The following sections present data and critical findings related to the East Riverfront District's location, the overall condition of the hotel market, and the potential of the District to capture future hotel demand.

SITE ANALYSIS

Traffic Volumes

Hotel developers pay close attention to traffic counts because high levels of traffic can drive significant "walk-in" and leisure traveler business. The most recent traffic volume data from the Wisconsin DOT shows about 6,300 vehicles per day along 1st Street, which would provide the most direct access to the East Riverfront District. These traffic levels are far too low to capture any significant amount of business from "walk-ins" and leisure travelers, particularly since most travelers along 1st Street are local residents and downtown workers who do not have a need for lodging. Without a substantial increase in traffic to or through the East Riverfront District, hotel developers would likely consider other characteristics of the site as key drivers of hotel demand.

A feasibility study was conducted to determine the potential of extending 1st Street, which currently terminates just north of McIndoe Street, through the District to be linked up with East Wausau Avenue north of Bridge Street, which would increase access to the District from the north. However, the feasibility study did not include a traffic analysis of 1st Street given this extension. Therefore, it is difficult to determine how much impact such an extension would have on traffic volumes along 1st Street. Given the roadway constraints outlined in the feasibility study, it is assumed the traffic volumes would not increase to the point of altering developer perception.

Neighborhood Orientation

Currently, the East Riverfront District is mostly vacant and does not have a strong neighborhood orientation. Redevelopment of the District, however, presents a significant opportunity to introduce new uses into the area that would complement a hotel. In particular, the potential for new office space, restaurants, and retail uses would be strongly compatible with a hotel and even provide a source of market demand. Furthermore, given the District's proximity to Downtown, a hotel use

Reference: East Riverfront District Hotel Analysis

would likely be able to attract guests who want to be in or near the Downtown. This would be especially true if connections are improved between the core of Downtown and the East Riverfront District.

Proximity to Lodging Demand Drivers

The primary demand drivers for a hotel located in the East Riverfront District would be employers located in the Downtown, events in or near the Downtown that draw non-local attendees, and the shopping and restaurants located in and around Jefferson Street. Other important demand drivers for lodging, such as area medical centers and the Patriot Center, the region's largest convention and event center, are located closer to the highway network and existing hotels. Therefore, the impact of these drivers would only occur when other competitive properties are filled.

It should be noted that in many downtown markets, the key hotel demand driver is the presence of a convention center. Therefore, because the Patriot Center is already located close to a highway, well south of the downtown, it is unlikely that it would generate a significant amount of demand for a downtown hotel. However, if this situation were to change and a downtown convention center were to be built, they often can support significant hotel facilities because of their consistency and volume of demand.

Visibility and Access

The East Riverfront District is adjacent to downtown Wausau. Although regional access is good because the District is centrally located within Wausau and the surrounding region, there is no access to any of the highways serving the region. Therefore, demand from certain segments of the hotel market, particularly "walk-in" and leisure travelers, will be limited. Furthermore, local access, which currently is constrained by the lack of a direct connection to Bridge Street north of the District, will further limit certain market segments as the hotel could be difficult to find by out-of-town travelers not familiar with Wausau.

In terms of visibility, the East Riverfront District is both excellent and poor, depending on the vantage point. Due to its location along the Wisconsin River, those crossing either the Bridge Street bridge or the US Highway 51 bridge will have very prominent views and potentially dramatic vistas of a hotel facing the River. However, if one is approaching a hotel in the District from anywhere east of the Wisconsin River and, therefore, must rely on viewing the building from the existing local road network, visibility is much more constrained. This is because of very low traffic volumes along 1st Street north of McIndoe Street. If 1st Street were to be extended as previously mentioned, this could potentially increase traffic volumes and thus visibility from the local street network. However, without a formal traffic analysis, it is difficult to determine how much benefit this additional visibility would create.

HOTEL MARKET OVERVIEW**Hotel Categories**

The hotel industry generally relies on several basic descriptions to help differentiate properties by their level of service, price, and, thus, primary target market. Although the industry has been blurring these definitions in recent years due to ever evolving market preferences and increased

Reference: East Riverfront District Hotel Analysis

competition, they generally still hold true and can help identify where gaps or opportunities may exist in the marketplace. The following are the basic descriptions:

- 1) **Full-Service:** these hotels provide a full-range of services and amenities to their guests. Not every full-service hotel will offer the exact same set of services. Regardless, what tends to be consistent from one full-service property to another is a commitment to provide a high-level of attention to their guest's needs through higher staffing levels, on-site foodservices that include a restaurant and room service, and meeting facilities. Full-service hotels tend to cater to business travelers and affluent leisure travelers.
- 2) **Limited-Service:** these hotels, in many cases, provide the same or nearly the same level of in-room furnishings and amenities that can be found at many full-service hotels. They also typically offer many of the same common area amenities, such as pools, spas, and business centers. However, they do not have on-site foodservice beyond the basic breakfast bar and often lack high-end finishes in the common areas as well as additional staff to handle guest needs. Without the additional foodservice and staff costs, these properties therefore are able to provide a relatively high-level of comfort at a more reasonable price. However, the lack of key services means that the market tends to skew toward the leisure traveler and budget-conscious business traveler and misses the lucrative conference and specialty meeting market.
- 3) **Economy:** these hotels provide a very basic level of service. There are next to no common area amenities and the rooms typically lack many amenities beyond a television. Although room rates at economy hotels can vary significantly depending on the size of the city and supply of competition, they almost always are priced well below even limited-service hotels. As a result, these hotels heavily skew toward the budget-conscious traveler or the traveler who is en-route to a further destination and is need of few amenities because their stay is very brief. Economy hotels can often be the only option in many small markets where larger limited- and full-service hotels cannot be supported.

There are numerous other hotel categories that cater to specific market niches, such as extended stay hotels, theme hotels, boutique hotels, and resorts. However, these other categories tend make up only a small amount of the overall market.

Historical Trend Analysis

Stantec acquired hotel trend data from Smith Travel Research (STR) to identify occupancy rates, room revenue, and average room rates for the Wausau region. STR is an international leader in the collection and dissemination of hotel data. It should be noted that the trend data report secured from STR includes hotels in the Wausau area as well as other prominent regional centers in north central Wisconsin, such as Stevens Point and Wisconsin Rapids. However, since Wausau is the primary market in north central Wisconsin, Stantec believes that the trends found in the STR report are highly indicative of the local Wausau hotel market.

Table 1 displays STR's aggregate data regarding occupancy rates, average room rates, and revenue per room for the Wausau region. The three common hotel-industry benchmarks used in the analysis are summarized as follows:

Reference: East Riverfront District Hotel Analysis

- **Occupancy Rates** are calculated by dividing the number of rooms sold by the number of rooms available
- **Average Daily Rate** ("ADR") is the average rate charged daily per rented room, or in the other words the mean price charged for all hotel rooms sold in a given period
- **Revenue Per Room** ("RevPAR") is calculated by dividing revenue by the number of rooms available for sale

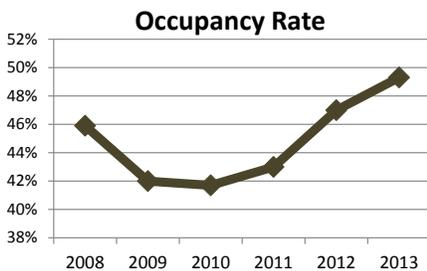
According to data included in Table 1 and the three accompanying graphics, the Wausau hotel market bottomed out between 2009 and 2010 when occupancy, daily rates, and revenue reached their lowest point. Since 2010, though, the market has been in recovery with strong year-over-year increases in all three metrics. For example, the average annual occupancy rate has increased from a low of 41.7% to 49.3% during this period. Meanwhile, revenue per room has increased nearly 26% during this time as well.

Typically, a healthy occupancy rate for most hotel markets is around 65%. According to key contacts interviewed as part of this study, the low occupancy rate for the region (49%) and the local Wausau market (53%) is attributed to two primary reasons. First, the recession from several years ago severely impacted the entire hotel industry as travel was one of the first things businesses and households cut back on to save money. Second, the Wausau area experienced a hotel building boom about 10 years ago when six new hotels totaling over 600 rooms were added to the local market. This added substantial supply to the market. As a result, the combination of a recession and overbuilding has led to a condition of relatively low occupancy levels that will require several years of strong growth needed for recovery.

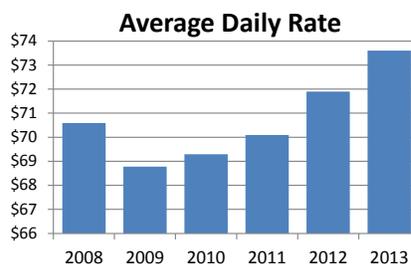
Table 1: Occupancy, Room Rate, and Room Revenue, Wausau/Stevens Point Region 2008-2013

Hotel Metric	Annual Average						Annual Change				
	2008	2009	2010	2011	2012	2013	'08-'09	'09-'10	'10-'11	'11-'12	'12-'13
Occupancy Rate	45.9%	42.0%	41.7%	43.0%	47.0%	49.3%	-3.9%	-0.3%	1.3%	4.0%	2.3%
Average Daily Rate (ADR)	\$70.59	\$68.78	\$69.29	\$70.09	\$71.90	\$73.60	-2.6%	0.7%	1.2%	2.6%	2.4%
Revenue per Room (RevPAR)	\$32.37	\$28.89	\$28.87	\$30.15	\$33.79	\$36.30	-10.8%	-0.1%	4.4%	12.1%	7.4%

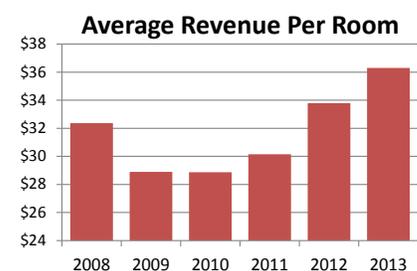
Sources: Smith Travel Research; Stantec



Sources: Smith Travel Research; Stantec



Sources: Smith Travel Research; Stantec



Sources: Smith Travel Research; Stantec

Table 2 displays the amount of demand in the market relative to the amount of supply for each year since 2008. Room demand follows a similar pattern to the daily rate and revenue data in that demand declined sharply from 2008 to 2009 but has been in recovery each year since 2010. The recovery in the hotel market has also been aided by a drop in the overall supply of hotel rooms.

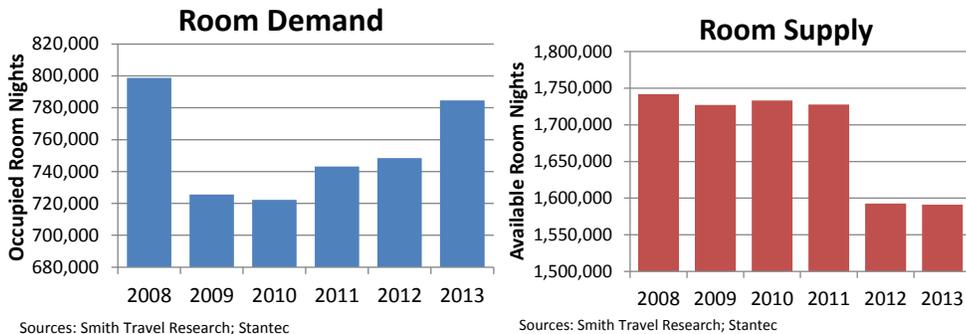
Reference: East Riverfront District Hotel Analysis

Between 2011 and 2012, the supply of available room nights in the market declined by nearly 135,000 or about 8%. The decline in supply was likely the result of several hotel closings in the broader Wausau/Stevens Point region.

Table 2: Hotel Room Supply and Demand Trends, Wausau/Stevens Point Region 2008-2013

Hotel Metric	Annual Average						Annual Change				
	2008	2009	2010	2011	2012	2013	'08-'09	'09-'10	'10-'11	'11-'12	'12-'13
Room Demand	798,813	725,548	722,237	743,226	748,441	784,619	-73,265	-3,311	20,989	5,215	36,178
Room Supply	1,741,862	1,727,262	1,733,322	1,727,622	1,592,459	1,591,060	-14,600	6,060	-5,700	-135,163	-1,399

Sources: Smith Travel Research; Stantec



Wausau Area Hotels

In order to augment the trend data available through STR, Stantec collected data on hotels in Wausau and surrounding communities in order to better understand where hotels are concentrated within the region and how they are segmented by size and market position. Table 3 lists the area's hotels with information on location, geographic submarket, market category, size, meeting facilities, and quoted on-line rates. Key findings from the table are as follows:

- Hotels in the Wausau area tend to be concentrated in four districts: 1) West Wausau near the interchange of US Highway 51 and State Highway 52; 2) Rib Mountain near the interchange of US Highway 51 and North Mountain Road; 3) the State Highway 29 corridor east of Interstate 39; and 4) the Cedar Creek Mall area near the interchange of Interstate 39 and Old Highway 51.
- There is only one hotel located in Downtown Wausau, the Jefferson Street Inn, an upscale full-service hotel.
- There are five full-service hotels in the Wausau area with a combined total of nearly 700 rooms. Hotels in this category are some of the largest in the area with an average size of 140 rooms. Each hotel has meeting space to accommodate large groups. Moreover, these hotels tend to be spread throughout the region in order to meet the need of nearby concentrations of employers. Hotels in this category are divided by independent operators and chains or "flags" as they are known in the hotel industry.

Reference: East Riverfront District Hotel Analysis

- There are eight limited-service hotels in the Wausau area with a combined total of nearly 650 rooms. Hotels in this category tend to range in size from 60 to 100 rooms with an average size of 80 rooms. Hotels in this category are heavily concentrated along the State Highway 29 corridor east of Interstate 39. Hotels in this category are almost entirely chain operations with familiar brand names.
- There are 10 economy hotels in the Wausau area with a combined total of just over 500 rooms. These properties can range in size from very small (5 rooms) to somewhat large (120 rooms) for the Wausau area. However, the average size is around 50 rooms. The smaller size reflects that economy hotels, which have very few if any amenities, can often achieve feasibility when overall market demand may be limited or other hotel categories are saturated. Economy hotels can be found throughout the Wausau area in each submarket. Hotels in this category are equally divided between independent operators and chains.
- The Wausau area also has one extended stay hotel that primarily caters to travelers who need to stay longer than a week. There are two hotels classified as resorts because they have a major on-site feature (waterpark) or nearby amenity (skiing) that drives a significant amount of demand.

Table 3: Wausau Area Hotel Properties

Name	Address	City	Submarket	Market Category	Rooms	Meeting Space		Quoted Rates	
						Total SF	Max Cap	Lo	Hi
Holiday Inn Hotel & Suites	1000 Imperial Ave	Rothschild	Cedar Creek Mall	Full-Service	148	7,800	600	\$114	\$160
Jefferson Street Inn	201 Jefferson St	Wausau	Downtown	Full-Service	100	8,000	730	\$129	\$169
Best Western Midway Hotel	2901 Hummingbird Rd	Wausau	Rib Mountain	Full-Service	97	5,000	440	\$69	\$74
Howard Johnson Inn	2101 N Mountain Rd	Wausau	Rib Mountain	Full-Service	120	4,000	300	\$79	\$109
Plaza Hotel & Suites	201 N 17th Ave	Wausau	West Wausau	Full-Service	230	23,000	900	n/a	n/a
Stoney Creek Inn	1100 Imperial Avenue	Rothschild	Cedar Creek Mall	Limited-Service	107	11,000	900	\$71	\$180
AmericInn Lodge and Suites	4115 Barbican Ave	Weston	Hwy 29 Corridor	Limited-Service	67	1,500	60	\$79	\$135
Country Inn & Suites	1520 Metro Dr	Schofield	Hwy 29 Corridor	Limited-Service	60	450	25	\$108	\$124
Fairfield Inn & Suites by Marriott	7100 Stone Ridge Dr	Weston	Hwy 29 Corridor	Limited-Service	80	4,800	250	\$109	\$129
Holiday Inn Express Hotel & Suites	4210 Barbican Ave	Weston	Hwy 29 Corridor	Limited-Service	103	1,000	80	\$104	\$110
Weston Inn & Suites	5810 Schofield Ave	Weston	Hwy 29 Corridor	Limited-Service	60	1,500	75	n/a	n/a
Courtyard by Marriott	1000 S 22nd Ave	Wausau	West Wausau	Limited-Service	84	0	0	\$139	\$154
Hampton Inn	615 S 24th Ave	Wausau	West Wausau	Limited-Service	88	0	0	\$129	\$139
Nite Inn/Interim Lodging Motel	425 Grand Ave	Schofield	Airport	Economy	40	0	0	n/a	n/a
Ponderosa Motel	2101 Grand Ave	Wausau	Airport	Economy	16	0	0	n/a	n/a
EconoLodge	1510 County Rd XX	Rothschild	Cedar Creek Mall	Economy	60	850	40	\$80	\$130
Motel 6	904 Industrial Park Ave	Rothschild	Cedar Creek Mall	Economy	39	530	32	\$36	\$40
Budge Inn Motel	1106 East Grand Ave	Rothschild	Hwy 29 Corridor	Economy	25	0	0	\$30	\$40
Rothschild Inn Motel	1114 East Grand Ave	Rothschild	Hwy 29 Corridor	Economy	5	0	0	n/a	n/a
Days Inn & Suites - Rib Mountain	4700 Rib Mountain Dr	Wausau	Rib Mountain	Economy	60	1,600	100	\$69	\$100
Days Inn - Wausau North	116 S 17th Ave	Wausau	West Wausau	Economy	120	250	12	n/a	n/a
La Quinta Inn & Suites	1910 Stewart Ave	Wausau	West Wausau	Economy	60	0	0	\$95	\$95
Super 8	2005 Stewart Ave	Wausau	West Wausau	Economy	80	0	0	\$65	\$65
Candelwood Suites	803 Industrial Park Ave	Rothschild	Cedar Creek Mall	Extended Stay	80	0	0	n/a	n/a
Grand Lodge Waterpark Resort	805 Creske Ave	Rothschild	Cedar Creek Mall	Resort	139	3,400	230	\$81	\$179
Rib Mountain Inn	2900 Rib Mountain Way	Wausau	Rib Mountain	Resort	22	0	0	\$79	\$119
Totals/Averages					2,090	74,680	--	\$88	\$118

Source: Visit Wausau; Hotel Websites; Stantec

Reference: East Riverfront District Hotel Analysis

PLANNED OR PENDING HOTELS IN THE MARKET AREA

According to staff at the City of Wausau, there currently are no planned or proposed hotels in Wausau or surrounding communities that may impact the overall market demand for area hotel rooms. Through interviews with key contacts, however, Stantec learned that the Plaza Hotel, the largest in the area with 230 rooms and 23,000 square feet of meeting space, is being evaluated for a major renovation. The hotel is one of the oldest in the area. Therefore, a major updating and renovation, given its number of rooms and size of facilities, would have a strong impact on the local market. In particular, the impact would be strongest on any new hotel developments.

TARGET MARKET

Demand for Wausau area hotel rooms generally comes from three primary target markets, each with separate characteristics and needs, and can be described as follows:

- 1) **Group Meeting Market:** this demand segment consists of visitors traveling to the area to attend conferences, seminars, trade shows, training sessions, or other activities that generally includes 10 or more people. Peak periods of demand usually occur between Monday and Thursday. Group travelers typically require full-service accommodations, proximity to transportation facilities, quality meeting space and banquet facilities, and an adequately trained staff to deliver efficient meeting coordination.
- 2) **Commercial Market:** this demand segment generally includes individuals traveling on business. Commercial demand is strongest Monday through Thursday nights, while declining significantly on Friday and Saturday nights. The typical length of stay ranges from one to three days and demand is generally consistent year-round. Business travelers tend to be not as price-sensitive as leisure travelers, and tend to utilize a property's food and beverage amenities when available.
- 3) **Leisure Market:** Leisure demand is generated by people visiting the area for non-business reasons and travelers passing through the area en-route to another destination. Leisure demand is strongest Friday and Saturday nights during holidays and summer months. The leisure traveler tends to be the most price-sensitive segment of the lodging industry.

A downtown waterfront location will appeal to all three of these segments as long as there are the facilities and amenities in place to meet their needs. The proximity to downtown employers will attract the commercial/business traveler. The potential to offer nearby nightlife options along with a scenic waterfront setting will appeal to the Group Meeting market. The access to shopping and other downtown amenities will attract a portion of the leisure market. However, travelers passing through Wausau en-route to other destinations will not be a significant component of demand as the East Riverfront District does not have the same highway access and visibility that many other existing hotels have.

CALCULATION OF ROOM DEMAND

Table 4 calculates current and projected room demand for the Wausau area. Projected demand is estimated based on recent growth in room demand, which is depicted in Figure 1. According to the table and figure, the Wausau area is projected to increase room demand by nearly 40,000 room

Reference: East Riverfront District Hotel Analysis

nights by 2019. Despite this significant amount of growth, there will still be a substantial excess supply of rooms in the market through 2019.

Table 4: Wausau Area Hotel Room Demand 2014-2019

	2014	2019
Room Demand ^{1,2}	396,200	434,226
(divide by) Room Supply ^{2,3}	÷ 762,900	762,900
(equals) Occupancy Rate	= 51.9%	56.9%
Room Supply ^{2,3}	762,900	762,900
(times) Equilibrium Occupancy ⁴	x 65.0%	65.0%
(equals) Room Demand at Equilibrium	= 495,900	495,900
Room Demand ^{1,2}	396,200	434,226
(less) Room Demand at Equilibrium	- 495,900	495,900
(equals) Under/Over Supply of Room Nights	= -99,700	-61,674

¹ Assumes an annual growth rate of approximately 1.9% in room demand per year

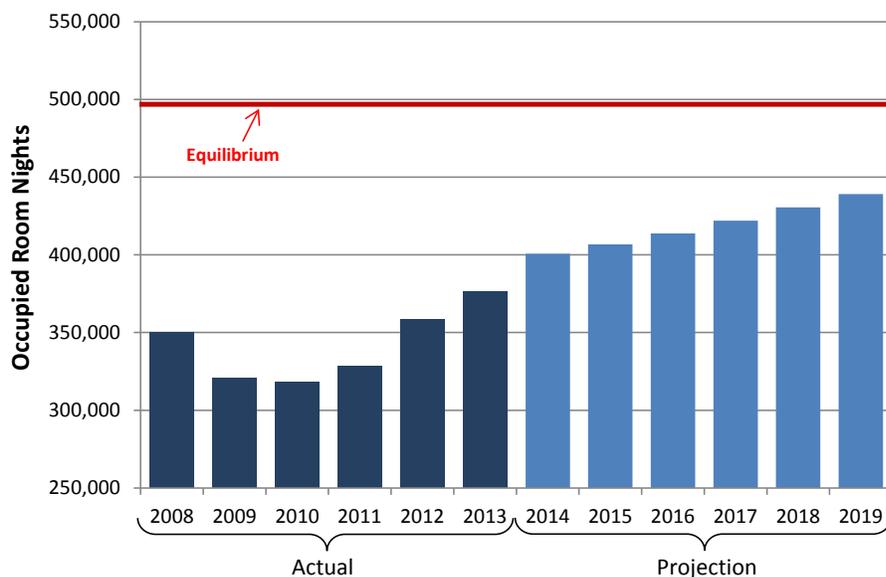
² Calculated as nights per year

³ Assumes no new hotel development between 2014 and 2019

⁴ Industry average is 65%

Source: Stantec

Figure 1: Wausau Area Hotel Room Demand 2008-2019



Sources: Smith Travel Research; Stantec

Reference: **East Riverfront District Hotel Analysis**

CONCLUSIONS

Previous sections of this memo addressed the East Riverfront District as a location for a hotel, the occupancy and revenue trends of area hotels, the segmentation of the local hotel market, potential target markets for a downtown hotel, and the projected demand for additional hotel rooms in the market through 2019. The following are key findings from the analysis:

Strengths

- The East Riverfront District has strong neighborhood amenities that would help attract key target markets because of its proximity to downtown employment and events, access to parks and trails, waterfront views, and accessibility to nearby shops and restaurants.
- The hotel market appears to be in the midst of a strong recovery period with impressive year-over-year increases in occupancy and revenues.
- The downtown market only has one existing hotel. As a result, there is little consumer choice and market differentiation for those wanting to stay in the downtown.

Weaknesses

- With an occupancy rate currently around 53%, the market remains significantly over-bedded despite strong increases in demand over the last two to three years.
- The East Riverfront District does not have the kind of highway access enjoyed by most other hotels in the market. As a result, the location would not be able to capture critical “walk-in” and leisure travelers and would be highly dependent on being a destination hotel.
- Although downtown Wausau has a number of characteristics that are highly compatible and complementary to hotels, there are no major hotel generators. The region’s largest convention/conference facility, the Patriot Center, is located in Rothschild. The two largest medical facilities are located in West Wausau and Weston. The University of Wisconsin-Marathon County is located in northwest Wausau.
- The downtown only accounts for about 10% of Wausau area jobs and a large proportion of those are public administration jobs, which do not generate as many business travelers as other industry sectors.
- The planned renovation of the Plaza Hotel, given the number of hotel rooms and size of meeting facilities, could significantly impact the overall hotel market by upgrading a prominent property. Depending on the extent and quality of the renovation, it could potentially be tantamount to building a new hotel because the existing property is at least 40 years old and likely very out-of-date.

Based on the above findings and to prevent an unhealthy cannibalization of the local hotel market, we would not recommend developing a hotel in the East Riverfront District until several conditions are satisfied first:

1. The overall occupancy rate for the Wausau hotel market will need to exceed 65% in order to tap into pent-up demand and, thus, not solely rely on capturing market share from other existing properties.

Design with community in mind

Reference: East Riverfront District Hotel Analysis

2. One or more significant “room-night” generators are introduced into the downtown. Most feasible generators would be another major employer(s) or a convention center, one preferably adjacent to a hotel.
3. The significant build out of the East Riverfront District, which would include a mixture of offices, retail, restaurants, and housing. The transformation of the District into a destination neighborhood will significantly help support a new downtown hotel as the new neighborhood could possibly be a room-night generator in and of itself. However, if a hotel were included in the East Riverfront District as part of an early phase of redevelopment, there is substantial risk that it would be isolated from the amenities that would make a downtown location desirable.

The second condition noted above requires further discussion. During the course of this research, it was learned that the Patriot Center in Rothschild recently went through foreclosure and is now being temporarily managed by the Wausau Convention and Visitors Bureau. This facility has approximately 75,000 square feet of meeting and exhibit space. However, it is located in a portion of the Cedar Creek Mall and, therefore, is not purpose built for convention needs and thus lacks many amenities and features. Although there are over 500 hotels rooms in very close proximity to the center, and it has excellent highway access, there are limited nightlife and recreational opportunities in the area it is located. Furthermore, at 75,000 square feet, there are certain groups and events it is unable to accommodate even though it is the largest facility in the region.

According to the executive director of the Convention and Visitors Bureau, a new purpose-built convention facility located in the downtown with an adjacent hotel would not only support the new hotel but it would likely not have a significant cannibalizing effect on other area hotels because a larger convention facility would bring meetings and events not currently coming to the Wausau area.

In many respects, a model of building a downtown convention center with supporting lodging has been successfully implemented in other nearby regional markets. La Crosse probably represents the best example in which their convention facility is located along the Mississippi River on the southern edge of the downtown near an old industrial district. Duluth is another example in which the convention center is located downtown and helps support a number of new hotels that have been built in the Canal Park district, which is a former industrial district along the lakefront that has been redeveloped into a mixed use district with restaurants, shops, recreational amenities, offices, and lodging. St. Cloud also offers another example in which there is a convention center located downtown along the Mississippi River with an adjoining full-service hotel.

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

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

Authorizing sale of 541 Evergreen Road

Committee Action: Approved 5-0

Fiscal Impact: The City will receive revenue from the sale of the property. The property will also be returned to the tax roll.

File Number: 14-0511

Date Introduced: May 27, 2014

WHEREAS, the City of Wausau currently owns the vacant property located at 541 Evergreen Road; and

WHEREAS, an abutting property owner has expressed interest in the property as he owns vacant land at 535 Evergreen Road and has an interested buyer who would also like to obtain 541 Evergreen Road; and

WHEREAS, the Community Development Department has also received inquiries from individuals about the possibility of the City selling the parcel; and

WHEREAS, in accordance with Chapter 3.12 of the Wausau Municipal Code, the Police Department, Fire Department, Park Department, Community Development, Water Utility, Electrical Department and the Board of Public Works have been notified and no objections to the sale were received; and

WHEREAS, the City Assessment Department has provided an estimated value of \$25,500 for the parcel, and

WHEREAS, your Capital Improvements and Street Maintenance Committee has considered the future disposition of 541 Evergreen Road and recommends that this City-owned real estate be sold with a minimum asking price of \$25,500; now therefore

BE IT RESOLVED that the Common Council of the City of Wausau does hereby direct the Capital Improvements and Street Maintenance Committee to proceed with the sale of 541 Evergreen Road in accordance with the provisions of Chapter 3.12 of the Wausau Municipal Code.

Approved:

James Tipple, Mayor

AGENDA ITEM
Make recommendation on the sale of 541 Evergreen Road
BACKGROUND
<p>The City acquired the property at the southwest corner of Evergreen Road and Riverview Drive a few years ago due to delinquent taxes. The property was split into two parcels with a house built by Habitat for Humanity on 545 Evergreen Road. The parcel at 541 Evergreen Road remains vacant. There were initial talks with the adjacent property owner, Mr. Plautz, at 535 Evergreen Road about purchasing some of his property to join to 541 Evergreen Road to allow for water front property. But those talks never materialized. Recently, we received a call from the Plautz's in regards to the City selling our property. They have an interested buyer for some of the vacant land on 535 Evergreen Road and the potential buyer would like to own 541 Evergreen Road also.</p>
FISCAL IMPACT
<p>The City Assessor has estimated the parcel to be worth \$25,500. If sold, this property would be returned to the tax roll.</p>
STAFF RECOMMENDATION
<p>Staff has initiated the process by sending a letter to the City departments as stated in 3.12 of the Municipal Code. If we receive any objections we will make them known at the meeting. If no objections are received, CISM could approve listing the property for sale with any conditions it may deem appropriate.</p>
<p>Staff contact: Brad Marquardt 715-261-6745</p>

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: May 8, 2014, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Abitz, Gisselman, Kellbach, Mielke

Also Present: Marquardt, Wesolowski, Wagner

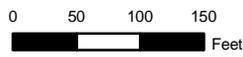
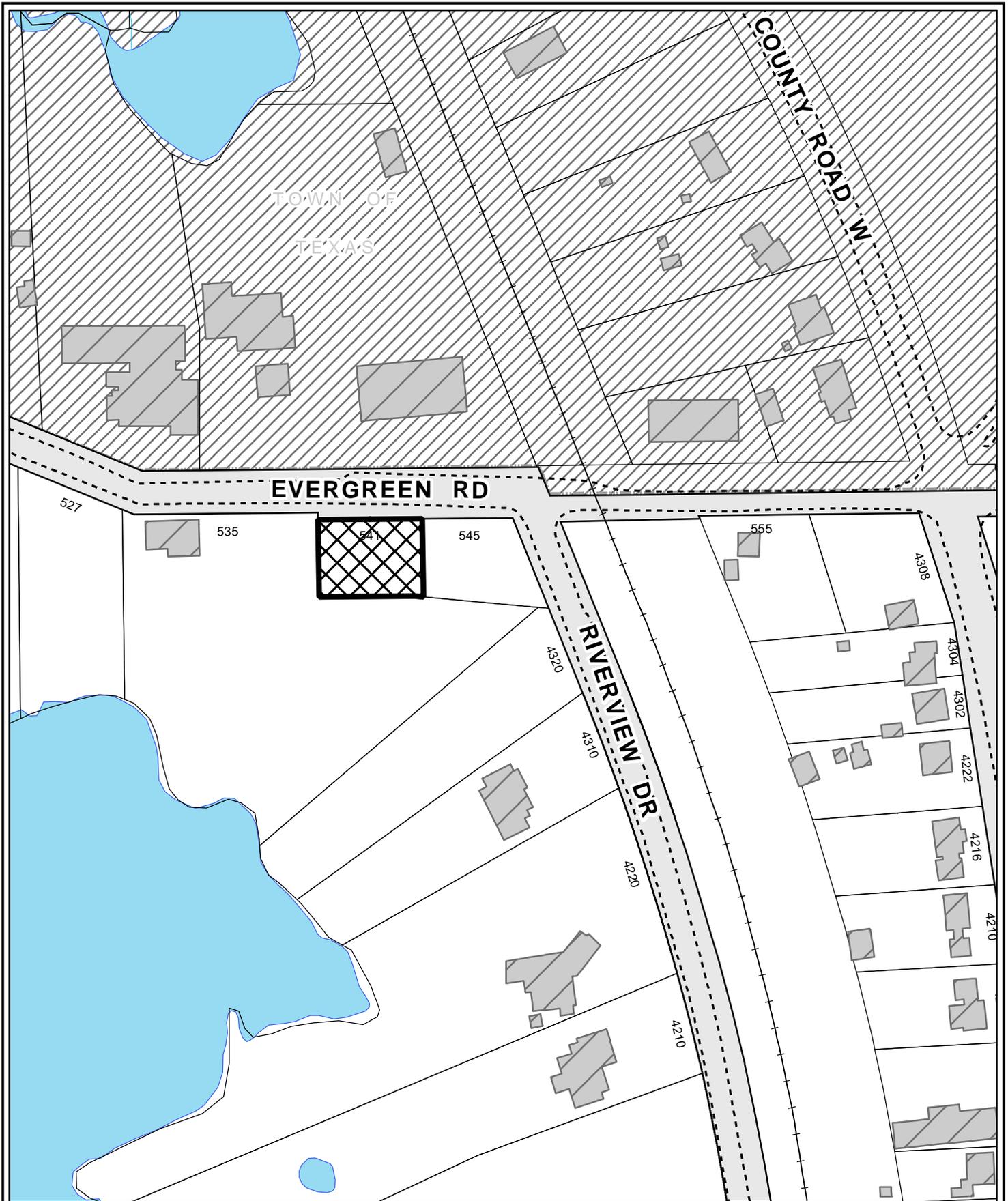
In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and received by the *Wausau Daily Herald* in the proper manner.

Noting the presence of a quorum, at approximately 5:30 p.m. Chairperson Rasmussen called the meeting to order.

Make recommendation on the sale of 541 Evergreen Road

Marquardt explained that 541 Evergreen Road is the second parcel to a larger parcel that the City obtained previously. Staff was trying to work with the property owner at 535 Evergreen to obtain some land to tie it to 541 for water frontage; however, that did not materialize. A call was received from the property owner of 535 indicating that someone had approached them to purchase some of their vacant property and in doing so thought that 541 belonged to them also. The owner of 535 Evergreen asked if the City would now be willing to sell that property. The process was started to sell the property and staff has not received any objections from Police, Fire, Community Development, and Public Works & Utilities. The property is assessed at \$25,500.

Gisselman moved to approve the sale of 541 Evergreen Road with the minimum asking price of \$25,500. Mielke seconded and the motion carried unanimously 5-0.

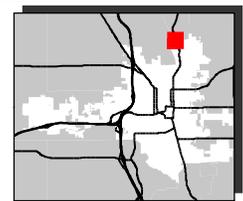


Map Date: April 30, 2014

CITY OF WAUSAU

Marathon County, Wisconsin

- Road (Paved)
- Building
- Area of Interest



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

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

Approving utility easement at 320 Grant Street - Yawkey Park (Wisconsin Public Service)

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 14-0512

Date Introduced: May 27, 2014

WHEREAS, the Woodson YMCA is undergoing an expansion that will require the upgrade of the transformer, and

WHEREAS, the existing location of the present transformer does not meet current clearance standards, and

WHEREAS, Wisconsin Public Service would like to relocate the transformer to meet the current standards, and

WHEREAS, the proposed location of the transformer is east of the existing and just inside of Yawkey Park, and

WHEREAS, the Park Department has been contacted and has no issues with the proposed location, and

WHEREAS, your Capital Improvements and Street Maintenance Committee met on May 8, 2014 and recommends approval of the utility easement at 320 Grant Street; now therefore

BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve the utility easement at 320 Grant Street, a copy of which is attached hereto and incorporated herein by reference.

Approved:

James E. Tipple, Mayor

56691

DOCUMENT NUMBER

UTILITY EASEMENT / INDIVIDUAL

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of Wausau** ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin corporation, along with its successors and assigns (collectively, "Grantee"). For One Dollar and No/100 (\$1.00) and/or for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant unto said Grantee the perpetual right, permission, authority, privilege and easement, to construct, install, operate, maintain, inspect, remove, replace or abandon in place all equipment ("Facilities") necessary or useful for the purpose of transmitting electrical energy and/or gas for light, heat and power or for such other purpose as electric energy and/or gas is now or may hereafter be used, and for communication upon, over, across, within and above and/or beneath certain "Easement Area(s)" as shown below, or on attached Exhibit "A", on land owned by said Grantor in the **City of Wausau, County of Marathon, State of Wisconsin**, described as follows, to-wit:

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

Parcel Identification Number (PIN)
291-2907-253-0219

Part of Lots 3, 4, 5 and 6 of Block 6, also the South 33 feet of Vacated Franklin Street lying North of Lots 5 and 6, all in the recorded Plat of McIndoe and Shutters Addition; being part of the Southwest Quarter (SW1/4) of Section 25, Township 29 North, Range 7 East, more particularly described as follows:

The North 18 feet of the West 20 feet of the above described parcel.

See the attached Exhibit "A".

Grantor acknowledges that the measurements used in the above description or shown on the attached Exhibit "A" are approximate. Grantor agrees that the actual location of grantee's facilities as built and installed will be controlling as to the location of the easement granted.

Grantor grants to the Grantee the perpetual right, privilege and easement to enter upon the Easement Area for the purpose of constructing, installing, operating, maintaining, inspecting, removing, replacing or abandoning in place the Facilities. The 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 installation, operation, maintenance, inspection, removal or replacement of the Grantee's Facilities. Except in the event of an emergency, Grantee shall make reasonable efforts to notify the Grantor before going upon Grantor's property outside of the Easement Area.

Should Grantee's work on its Facilities require excavation, the Grantee shall restore the surface of the Easement Area to its condition prior to Grantee's work. All work performed by the Grantee pursuant to this Easement will be performed in a safe and proper workmanlike manner

EXHIBIT "A"
NOT TO SCALE
FOR REFERENCE ONLY

NORTH

18FT X 20FT
EASEMENT AREA

VAC M243-727

M257-543

WAUBAU

N 3RD ST

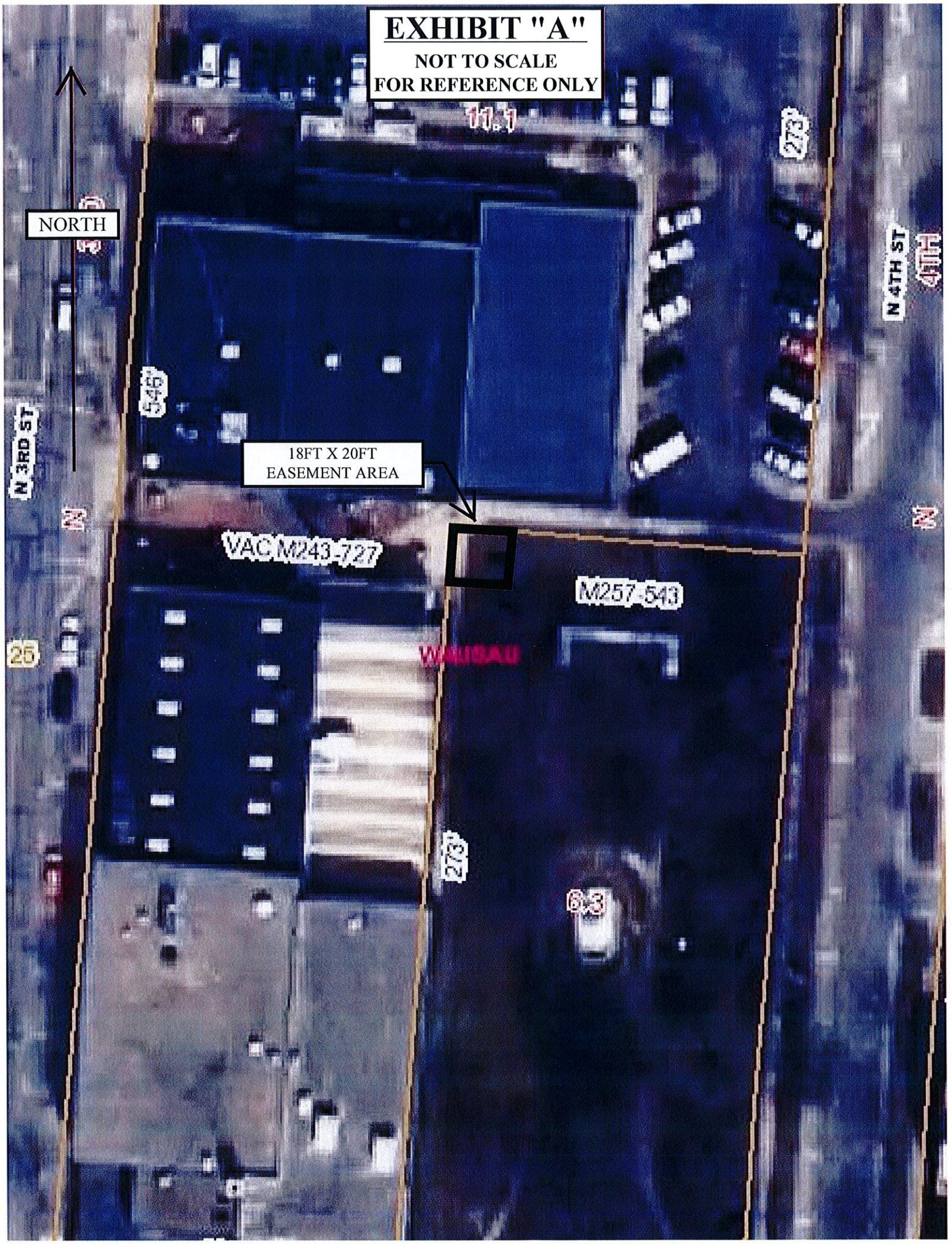
N 4TH ST

25

273'

273'

6.3



AGENDA ITEM
Discussion and possible action on easement at Yawkey Park (WPS)
BACKGROUND
<p>The Woodson YMCA is undergoing an expansion that will require the upgrade of the transformer. The existing location of the transformer does not meet the current clearance standards. WPS would like to relocate the transformer to meet the current standards.</p> <p>The transformer is proposed to be moved away from the building and to the east, just into Yawkey Park. This new location would require an easement. The proposed easement is attached for your review. Peter Knotek, Assistant Park Director, has no issue with the new location.</p>
FISCAL IMPACT
None.
STAFF RECOMMENDATION
Staff recommends approval of the easement.
Staff contact: Brad Marquardt 715-261-6745

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: May 8, 2014, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Abitz, Gisselman, Kellbach, Mielke

Also Present: Marquardt, Wesolowski, Wagner

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

Noting the presence of a quorum, at approximately 5:30 p.m. Chairperson Rasmussen called the meeting to order.

Discussion and possible action on easement at Yawkey Park (WPS)

Marquardt stated Wisconsin Public Service needs to move a transformer because of an expansion project at the YMCA. The only place the transformer can go is east, which is on Yawkey Park property. Peter Knotek with the Park Department did not have an issue with the proposed location.

Mielke moved to approve the easement at Yawkey Park for the placement of a Wisconsin Public Service transformer. Seconded by Kellbach.

Abitz questioned if this would have any bearing on parking and Marquardt replied no.

There being a motion and a second, motion to approve the easement at Yawkey Park for the placement of a Wisconsin Public Service transformer carried unanimously 5-0.

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

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

Approving construction of a building on an existing easement at 707 3rd Street (YMCA)

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 14-0513

Date Introduced: May 27, 2014

WHEREAS, in 1976 and 1977 the City of Wausau vacated Franklin Street between 3rd Street and 4th Street to allow for the expansion of the YMCA, and

WHEREAS, due to the vacation, an easement was granted to the City of Wausau for utilities that existed underground, and

WHEREAS, said easement included wording where the construction of a building would not be allowed in the easement area; however, a walkway connecting the new addition to the old addition was approved, and

WHEREAS, the YMCA is undergoing an expansion and would like to construct a handicap lift to assist in getting individuals from the hallway to the sunken gym as currently stairs are the only option, and

WHEREAS, construction of the proposed handicap lift would encroach the easement area, and

WHEREAS, the overall size of the proposed construction is minimal and would not prohibit the ability to obtain access to the underground utilities, and

WHEREAS, your Capital Improvements and Street Maintenance Committee met on May 8, 2014 and recommends approval of construction of a building on the existing easement at 707 3rd Street; now therefore

BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve the construction of a building containing a handicap lift to be located on the existing easement at 707 3rd Street.

Approved:

James E. Tipple, Mayor

IN CONSIDERATION OF THE sum of \$10.00 and other considerations to the undersigned in hand paid this 25th day of April, 1978, the receipt of which is hereby acknowledged, the undersigned has and does hereby grant and convey to the City of Wausau, hereinafter referred to as the grantee, the perpetual right, and easement to maintain, inspect, repair and operate, across the premises hereinafter described, the existing 15" sanitary sewer, 42" storm sewer, 4" water main, and 8" L.P. gas line. The undersigned shall not make such use, including construction of a building upon the affected premises, as shall prohibit the exercise of and enjoyment by the grantee of the rights hereby granted and conveyed to it. There is also granted to said City the perpetual right from time to time to enter upon or cross over said premises insofar as may be reasonably necessary in the exercise and enjoyment of said rights.

The undersigned covenants that this instrument is executed under full and complete authority to do so and that the undersigned owns the premises affected hereby.

The premises affected hereby are located in McIndoe and Shutters Addition to the City of Wausau, Marathon County, Wisconsin and described as follows:

Beginning at the Northwest corner of Lot Eight (8), in Block Six (6) of said McIndoe and Shutters Addition; thence East, One Hundred Twenty (120) feet, along the North line of Lots Eight (8) and Seven (7), in Block Six (6) of said McIndoe and Shutters Addition; thence North, Thirty-three (33) feet, to the center line of Franklin Street*; thence East, One Hundred Twenty (120) feet, along the center line of said Franklin Street* to its intersection with the West line of Fourth (4th) Street; thence North, Thirty-three (33) feet, to the Southeast corner of Lot Four (4), in Block Eleven (11) of said McIndoe and Shutters Addition; thence West, Two Hundred Forty (240) feet, along the South line of Lots Four (4), Three (3), Two (2) and One (1) to the Southwest corner of said Lot One (1), in Block Eleven (11) of said McIndoe and Shutters Addition; thence South, Sixty-six (66) feet, to the point of beginning.

* As platted, prior to vacation thereof.

IN WITNESS WHEREOF, the Wausau YMCA Foundation, Inc. party of the first part, has caused these presents to be signed by John Slayton, its Vice President, and countersigned by James B. Pahlmeyer, its Secretary, at Wausau, Wisconsin, this 25th day of April, A.D., 1978.

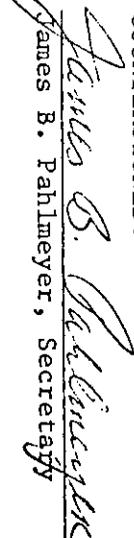
SIGNED AND SEALED IN PRESENCE OF

Wausau YMCA Foundation, Inc.


John F. Michler


John Slayton, Vice President

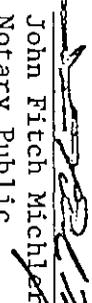

Thomas P. Macken


James B. Pahlmeyer, Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me, this 25th day of April, A.D. 1978, John Slayton, Vice President, and James B. Pahlmeyer, Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

THIS INSTRUMENT WAS DRAFTED BY
Thomas P. Macken
Ruder, Ware, Michler & Forester, S.C.
700 First American Center
Wausau, Wisconsin 54401


John Fitch Michler
Notary Public
Marathon County, Wisconsin
My Commission is Permanent



Building Community Today
for Tomorrow's Generation

April 29, 2014

Brad Marquardt – Engineering Dept.
City of Wausau
707 Grant Street
Wausau, WI 54403-4783

Re: Easement to Abandoned Franklin Street

Dear Brad,

Currently, the existing gymnasium at the YMCA is not handicap accessible due to the floor height of the main building being higher than the existing floor of the Gymnasium. As part of the upcoming project at the YMCA, we are proposing a handicapped chair lift to take members from the main level down 4' to the gymnasium level. To accomplish this we are proposing an addition to the north side of the south gym. This addition will increase the building square footage into the easement currently in place between the north and south buildings.

Information provided to Ghidorzi Construction Company indicates a water, sanitary and storm line between these buildings. As indicated on the attached plan, we will be reducing the distance between the buildings by 1.52 feet.

We feel this is the only option to provide people in need of assistance to get down to utilize the existing gymnasium.

Please contact me if you have any questions regarding this request. I can be reached at my office at 715.348.1384, or on my cell at 715.551.7038.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Michael Theiss". The signature is written in a cursive, flowing style.

Michael Theiss

AGENDA ITEM
Discussion and possible action on allowing construction of a building on an existing easement (YMCA)
BACKGROUND
In 1976 and 1977 the City vacated Franklin Street between 3 rd and 4 th Street. The reason for the vacation was to allow the YMCA to expand to the north. An easement was granted to the City for the utilities that existed underground. Although the easement has wording about not constructing a building upon the easement, a walkway connecting the new addition to the old addition was allowed. The YMCA is currently undergoing a renovation and one of the things they would like to do is construct a handicap lift to help get individuals from the hallway to the sunken gym. Currently stairs are the only option. Construction of this handicap lift would occur within the easement area (see attached map). The construction of the lift would extend 10 feet to the north. This would line up with the existing building on the east side of the walkway.
FISCAL IMPACT
None.
STAFF RECOMMENDATION
While the construction of the handicap lift would encroach in the easement area, staff does not see it as a huge issue. The overall size of the construction is minimal and would not impact the ability to get to the underground utilities. Additionally, staff feels that the construction of the handicap lift to help the YMCA get individuals into the gym offsets the minimal impact it has. Staff would recommend approval to allow the YMCA to construct a handicap lift within the easement area as depicted on the attached map.
Staff contact: Brad Marquardt 715-261-6745

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: May 8, 2014, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Abitz, Gisselman, Kellbach, Mielke

Also Present: Marquardt, Wesolowski, Wagner

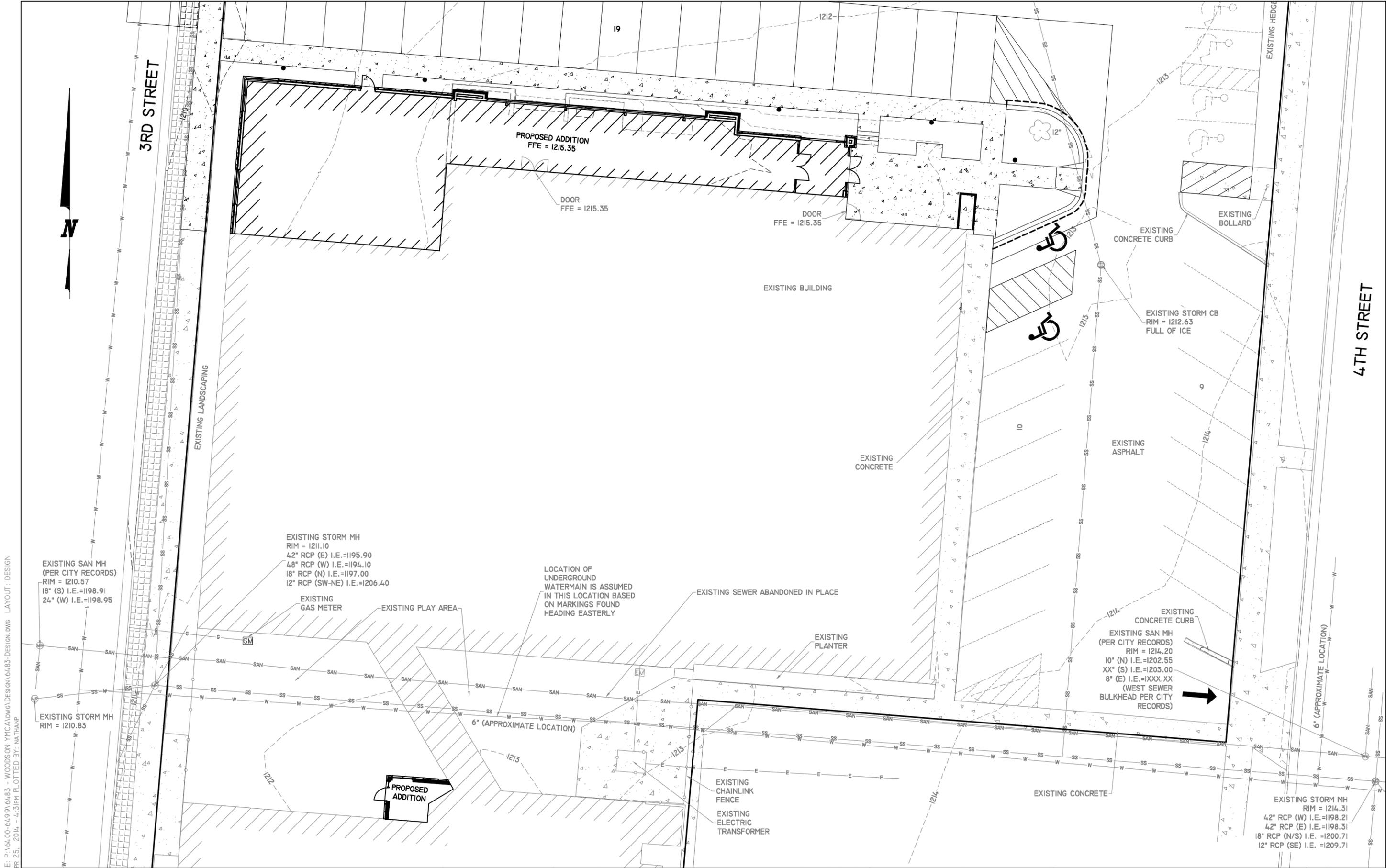
In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and received by the *Wausau Daily Herald* in the proper manner.

Noting the presence of a quorum, at approximately 5:30 p.m. Chairperson Rasmussen called the meeting to order.

Discussion and possible action on allowing construction of a building on an existing easement (YMCA)

As part of the expansion project at the YMCA, they would like to install a lift to assist in getting handicap individuals to the lower gym. This would be a 14' x 10' addition. Back in 1976 and 1977, Franklin Street was vacated and the City retained an easement. That easement prohibits the construction of a building unless the City has access to their utilities. This addition would not impact access to utilities.

Motion by Kellbach to allow the construction of a building on an existing easement at the YMCA. Seconded by Mielke and the motion carried unanimously 5-0.

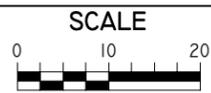


DRAWING FILE: P:\64-00-6409\916483 - WOODSON YMCA\DWG\DESIGN\6483-DESIGN.DWG LAYOUT: DESIGN
 PLOTTED: APR 25, 2014 - 4:31PM PLOTTED BY: NATHAN

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

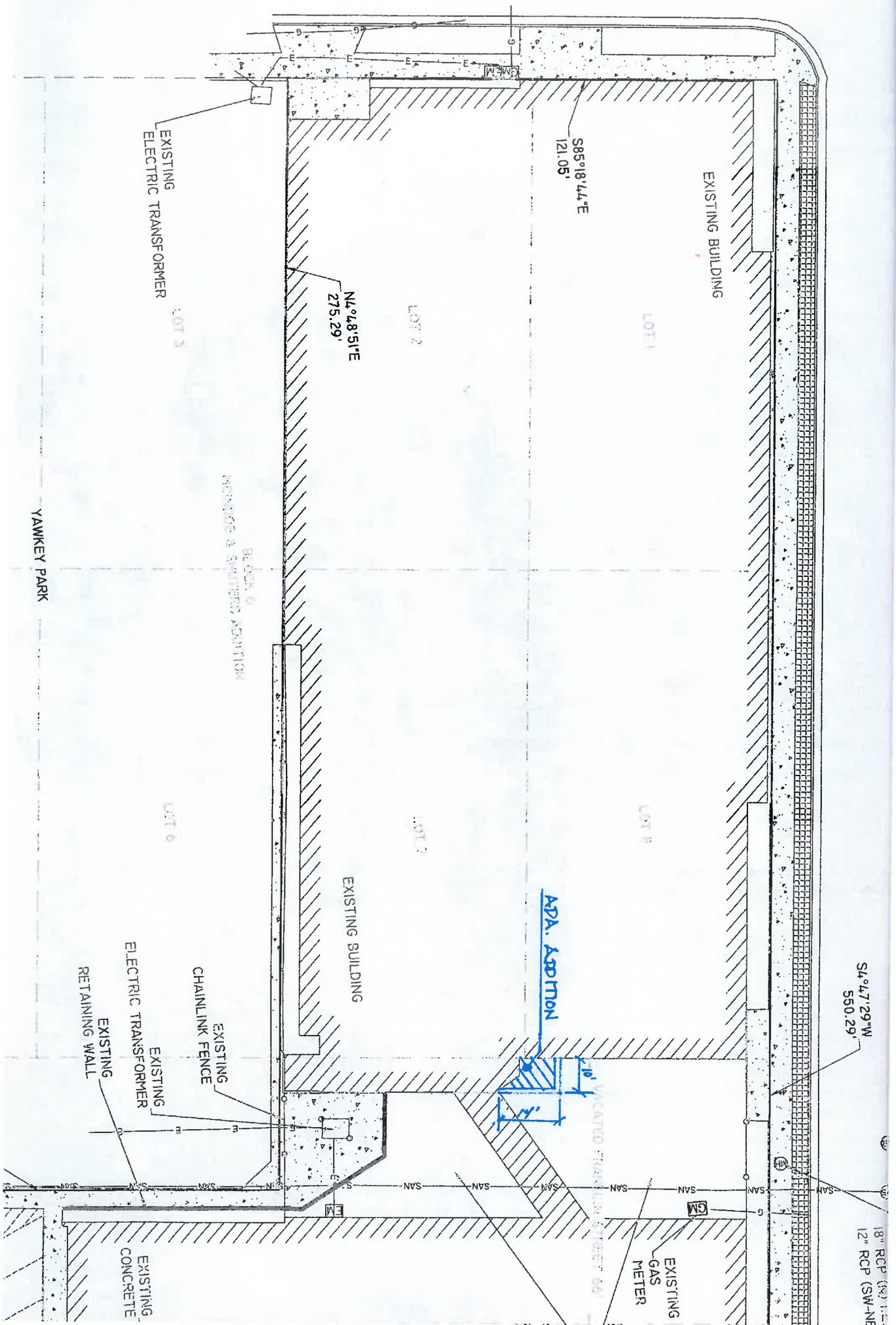


DATE	REVISION	BY	CHK'D

DESIGNED BY: MEM	CHECKED BY: JJB
SURVEYED BY: JLR,BAB	APPROVED BY: MEM
DRAWN BY: NAP	DATE: 04/02/14

DESIGN
 YMCA ADDITION & IMPROVEMENTS
 707 3RD STREET
 WAUSAU, WISCONSIN 54403

REI
 REI No. 6483
 SHEET DESIGN



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

RESOLUTION OF THE FINANCE COMMITTEE

To Execute a Contract with (MTM) Medical Transportation Management to Provide Ambulance Transport Services to Medicaid and Badger Care Plus Patients

Committee Action: Approved 5-0

Fiscal Impact (2014): Unknown

File Number: 14-0514

Date Introduced: May 27, 2014

RESOLUTION

WHEREAS, the City of Wausau is looking at ways to expand ambulance and EMT services and increase related revenues, and

WHEREAS, the State of Wisconsin has awarded the non-emergency medical transportation for Medicaid and BadgerCare Plus members to (MTM) Medical Transportation Management Inc; and

WHEREAS, use of this brokerage service may serve to increase non-emergency transports which can be scheduled in advance; and related revenues; and

WHEREAS, the Finance Committee has reviewed and recommends entering such a contract for a one year trial period;

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to enter into a one year agreement with (MTM) Medical Transportation Management Inc.

Approved:

James E. Tipple, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, May 13, 2014 @ 5:15 pm., Board Room

Members Present: Nagle, Oberbeck, Nutting, Winters, Kellbach

Others Present: Tipple, Groat, Jacobson, Giese, Loy, Rasmussen, Wagner, Gisselman, Mielke, Neal, Abitz, Werth, M. Lawrence, Stratz, Finke, Kujawa, Rentmeester, Jean Radtke, Brian Stezinski-Williams, Kristen Fish, Dick

Holster.

Consider Contract with MTM Medical Transportation Management to provide ambulance transport services to Medicaid patients

Finke stated having Critical Paramedics opens some doors of opportunity for the department to increase revenue. He explained we are fortunate to have some high level hospitals in the area to which a lot of very ill or significantly injured patients come for treatment and then later need to be transported to rehab facilities, which in many cases are out of the area. These patient transports sometimes require specialty care level and a lot of them are Medicaid patients, especially the ones that have long term illnesses. He stated MTM manages the Medicare patients for the state and how the patients are transported, with everything from clinic appointments to significant medical transport requiring an ambulance and specialty care. He indicated MTM sets the rates and then reimburses. He commented the unfortunate thing is that these rates are significantly lower than what we would typically bill for an ambulance call, but the upside is that it is guaranteed payment. He felt when you look at the bottom line there is probably not a whole lot of difference; we can bill whatever we want for an ambulance call, but we very seldom collect that rate. He noted these will be scheduled transports and will not affect our daily staffing. These will be members that will be called in off duty so we would not be reducing the emergency response to the city. The revenue brought it would offset the overtime costs and fuel and equipment.

Motion by Nagle, second by Nutting to authorize execution of a contract with MTM to provide ambulance transport services to Medicaid patients for one year subject to review by legal counsel. Motion carried 5-0.

May 5, 2014

RE: Medical Transportation Management Contract

Medical Transportation Management (MTM) entered into a contract with the State of Wisconsin approximately one year ago to provide management of the transport of Medicaid patients. When these patients require transport, MTM arranges for transport with one of their contracted providers. The payment for these transports then comes directly from MTM at the pre-established rates. The benefits of entering into this contract would be the ability to transport patients from local facilities to other facilities in the State of Wisconsin with a guaranteed payment in accordance with the contract. The rates of this contract are attached. An example of a transport from Wausau to Madison would generate approximately \$1,025.00 in revenue and cost approximately \$600.00 in wages and supplies. This would leave us with a profit of approximately \$425.00 per call. These transports are normally arranged the day prior to the actual transport, meaning this would have little, if any effect on our daily operations and staffing. In the event a City of Wausau resident that is an MTM customer required non emergent transport, a neighboring ambulance service could be called to accomplish this transport. I believe that sends a negative image to our citizens. I would recommend after entering into this contract for one year it should be reevaluated to assess its profitability and impact on the organization.

Respectfully,

Joshua J. Finke

EMS Division Chief

Letter of Agreement
Medical Transportation Management, Inc.

Subcontractor Agreement

This Letter of Agreement, effective as of the ____ of ____, 2014, shall serve as the Agreement between Medical Transportation Management, Inc., a Missouri Corporation (hereinafter referred to as "MTM"), 16 Hawk Ridge Drive, Lake St. Louis, MO 63367 and ____, ____, ____, ____, ____, a _____, (hereinafter referred to as "Provider"). This Letter of Agreement is made between MTM and the entity named ("Provider") for the purposes of setting forth the terms and conditions under which Provider shall render non-emergency transportation services to MTM in support of MTM rendering Non Emergency Transportation Services (NET) to MTM's Client(s) and its eligible recipients ("members"). The Provider's services pursuant to this Agreement shall be provided to MTM on an "as needed" basis to MTM.

- 1. Scope of Services.** Provider shall, within the geographic service area of Provider, provide non-emergency ground transportation services as requested and/or authorized by MTM in support of MTM's business.
- 2. Reimbursement.** Provider agrees to look solely to MTM for reimbursement for Non Emergency Transportation Services provided to MTM Client members. Provider shall be compensated in accordance with Schedule A attached hereto and incorporated herein by reference. Rates of compensation on Schedule A may be amended by MTM upon written notice to Provider. In the event Provider receives notice of an amendment to the Schedule A rates and disagrees with the proposed rate change, Provider may terminate this Agreement upon written notice to MTM. Provider must provide the trip documentation referenced on Schedule B upon request by MTM. If trip documentation is requested by MTM, the failure to provide same will result in denial of payment for that trip. Transportation Provider will not assert any claim for payment against MTM where such claim is based on services provided more than ninety (90) days prior to the date of MTM's receipt of the claim, and any claim submitted by Transportation Provider more than ninety (90) days after the date of service shall not be eligible for payment, and Transportation Provider hereby waives any right to payment for such claim.
- 3. Member Protection Provision.** In no event, including, but not limited to, non-payment by MTM for Non Emergency Transportation Services rendered for Members by Provider, insolvency of MTM, or breach by MTM of any term or condition of the Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against MTM's Client or any transported Member or persons acting on behalf of Member for Non Emergency Transportation Services. Provider agrees not to maintain any action at law or in equity against MTM's Client(s) or any Member to collect sums that are owed to Provider by MTM under the terms of this Agreement even in the event that MTM fails to pay, becomes insolvent or otherwise breaches the terms and conditions of the Agreement.
- 4. Laws, Regulations, Licenses and Insurance.** Provider shall maintain all federal, state and local licenses, certifications and permits, without material restriction, which are required to provide Non Emergency Transportation Services according to the laws of the jurisdiction in which Non Emergency Transportation Services are provided, and shall provide quality and safe transportation services, and comply with all applicable statutes, ordinances and regulations governing the performance of services herein. Provider shall also require that all individuals employed by or under contract with Provider who provided Non-Emergency Transportation Services to Members, comply with this provision and are appropriately licensed and certified. Provider shall at all times maintain liability insurance coverage as required by applicable federal, state and local laws, statutes, ordinances and regulations. Providers shall ensure that all field staff have undergone a criminal background check and motor vehicle driver license record check prior to providing any transportation services, and that all such staff meet the requirements of their respective State's DOT and other applicable regulatory authorities. Provider agrees to obtain updated background checks on its field staff at least annually.
- 5. Limitation of Liability and Indemnification.** Provider shall indemnify and hold harmless MTM and MTM's Client(s) for all losses, damages, and costs, including reasonable attorneys' fees, resulting from Provider's rendering of transportation services, including but not limited to, negligence, unsafe rendering of services, failure to perform, or breach of performance of the services or terms of this Agreement. The cumulative liability of Provider to MTM for any actual or alleged damages arising out of, based on, or relating to this agreement, including indemnity obligations, shall not exceed the total amount paid to Provider during the three (3) months prior to the date on which the claim was made.

- 6. Independent Provider Status of Parties.** MTM and Provider are independent Providers with respect to the performance of the terms and conditions of this Agreement. Neither party shall be considered the employee nor agent of the other, and Provider shall determine the manner and methods of performance of Provider's services under this Agreement.
- 7. HIPAA Compliance and Data Protection.** Provider agrees to safeguard and maintain the confidentiality of all Member records, and comply with all provisions of state and federal law, including the Health Insurance Portability and Accountability Act (HIPAA).
- 8. Term and Termination.** The term of this Agreement shall be for a period of one year, and shall automatically renew for successive periods of one year unless either party provides 30 days written notice to the other party of its intent not to renew. Further, this Agreement may be terminated by either party without cause upon 30 days written notice to the other party. This Agreement may be terminated immediately by MTM for any action or inaction of Provider that affects the safety of any person, or for Provider's failure to comply with the Schedule B standards, records and documentation.
- 9. Insurance.** Provider shall maintain Vehicle liability insurance and Commercial general liability insurance with minimum coverage amounts in compliance with the applicable level of insurance required by state and local laws and regulations in Provider's service area, but that motor vehicle liability insurance shall not be less than \$300,000.00 Combined Single Limit coverage. Provider shall maintain Workers Compensation insurance in compliance with applicable state laws.
- 10. Nondiscrimination.** Provider agrees that no person shall, on the basis of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, creed, or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all federal and state laws and regulations against discrimination including the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and Age Discrimination Act of 1975. Provider shall furnish all information required by MTM or any state or federal agency for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 11. Records and Performance Standards.** Provider shall provide transportation services and maintain and provide to MTM all records and documentation of services as required by MTM or MTM's contract with its Client, including but not limited to, the records, documentation and performance standards identified on Schedule B, attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the date first above written.

MEDICAL TRANSPORTATION MANAGEMENT, INC.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Address: _____

Schedule A: Rates

Section I – Rates

A.

CODE	ITEM DESCRIPTION	FEE
A0425	Ground mileage, per statute mile	\$ 5.56
A0426	Ambulance service, advanced life support, non-emergency transport, level 1 (ALS1)	\$ 132.00
A0428	Ambulance service, basic life support, non-emergency (BLS)	\$ 105.00
A0888	Un-Loaded miles beyond 35 miles, applies to stretcher van trips as well	\$1.11

B. Transportation Provider agrees not to charge for any general assistance (i.e., opening doors, offering an arm to lean on or holding a bag) into and out of the vehicle for any patient and/or passenger.

C. No payment shall be made for member no shows.

Section II – Transportation Provider Information

- A. Federal Tax ID or SS #: _____
- B. If Not For Profit, "Tax Exempt"#: _____
- C. State/Commonwealth Medicaid Provider Number (if applicable): _____
- D. NPI #: _____

All information contained in this Schedule A is current as of the Effective Date of this Agreement.

IN WITNESS WHEREOF, the parties hereunto have executed the Agreement.

MEDICAL TRANSPORTATION MANAGEMENT, INC.

BY: _____ DATE: _____
Name and Title

BY: _____ DATE: _____
Name and Title

Schedule B: Records, Documentation and Performance Standards

1. Each trip consists of one-way transportation from a pick up point to a drop off destination point. Provider shall use a trip sheet or log, approved by MTM, which contains the following minimum documentation:
 - a. Date
 - b. Vehicle type
 - c. Pickup location
 - d. Pickup date
 - e. Scheduled pickup time and actual pickup time
 - f. Recipient's name
 - g. Actual drop off time of recipient
 - h. Reason for ambulance transfer
 - i. Mileage

2. Performance Standards:
 - a. Pickups and Delivery. Transportation Provider must arrive at the scheduled pickup time, and in sufficient time to transport the recipient to arrive on time for the recipient's appointment. The waiting time for pick up or delivery should not exceed 15 minutes, before and after the scheduled pickup time. A recipient should not arrive more than 30 minutes prior to an appointment, unless requested by the recipient. The waiting time for a scheduled return trip after an appointment should not exceed 30 minutes. Exceptions to these standards may occur with discharges, long distance trips, inclement weather conditions, or if a recipient chooses to request a "will call" trip.

 - b. Transportation of children under 18 years of age must have a consent form signed by the parent, foster parent, caretaker, or legal guardian in order for the child to be transported without an escort, unless access to the service without parental consent is specified by statute (i.e. family planning).

 - c. Provider shall report all accidents and incidents to MTM within 24 hours of the occurrence, and cooperate with MTM in the investigation of all such events and provide MTM with a copy of any police report.

3. Provider shall maintain and provide MTM with a copy of all applicable state DOT Certificates.

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“Agreement”) is made and entered into as of the ____ of ____, 2013 by and between Medical Transportation Management, Inc. (“MTM”) and ____, (“Business Associate”). In order to comply with the Health Insurance Portability and Accountability Act and the standards set forth at 45 CFR Parts 142, 160, 162 and 164 (collectively “HIPAA”) to safeguard Protected Health Information (“PHI”), Business Associate agrees:

Pursuant to the terms of that certain “Underlying Agreement”, MTM contracts with you to provide “Services”. In connection with your provision of such Services, you receive or obtain from MTM, the Covered Person or the Governmental entity or Health Plan, or review or create for MTM, the Covered Person or the Governmental entity or Health Plan Covered Person PHI. As a result, Business Associate must: (i) maintain the privacy/ confidentiality of all Covered Person PHI; and (ii) comply with the requirements of HIPAA applicable to Business Associates, all as more fully described below.

1. Your Obligations. You agree that you will maintain the privacy/confidentiality of all Covered Person PHI as required by all applicable laws and regulations, including, without limitation, the requirements of HIPAA, including the following obligations:

(A) Use and Disclosure of PHI. You agree that you will not use or disclose Covered Person PHI, other than to perform the Services, as otherwise expressly permitted by the terms of this Agreement or as required by law; provided, however, that you may use and disclose Covered Person PHI to manage and administer your business. You agree to comply with any and all restrictions on the use and disclosure of Covered Person PHI requested by a Covered Person, agreed to by the applicable MTM Client and communicated to you by MTM. You agree to ensure that all subcontractors, agents, representatives or parties with whom you conduct MTM Client business shall comply with HIPAA.

(B) Safeguards. You represent and warrant that you will develop and implement appropriate safeguards to prevent the use or disclosure of Covered Person PHI for purposes other than as set forth in this Agreement. You will provide MTM with such information concerning such safeguards as MTM may from time to time request.

(C) Accounting of Disclosures. In fulfillment of your obligations under 45 CFR 164.528, you agree to maintain a record of all disclosures of Covered Person PHI made for reasons other than the provision of the Services and will provide the following information regarding any such disclosure to MTM, to the applicable MTM Client, or to the Covered Person whose PHI was disclosed (“Affected Person”), upon our request:

- (i) The date of such disclosure;
- (ii) The name and, if known, the address of the recipient of such PHI;
- (iii) A copy of the request for disclosure, if any, accompanied by any necessary consents or authorizations;
- (iv) A brief description of the PHI disclosed; and
- (v) A statement that would reasonably inform Affected Person of the purpose of the disclosure.

You agree to notify MTM immediately upon your discovery of any unauthorized disclosure of Covered Person PHI.

(D) Mitigation. You agree to establish procedures for mitigating any deleterious effects of any improper use and/or disclosure of Covered Person PHI.

(E) Disclosures to Workforce and/or Third Parties. You agree to require your employees, agents and independent contractors (“Workforce”) to adhere to the restrictions and conditions regarding Covered Person PHI contained in this Section, including, without limitation, the following:

(i) You agree not to disclose Covered Person PHI to any member of your Workforce, unless you have advised such person of your obligations under this Section and the consequences of a violation of these obligations. You agree to take disciplinary action against any member of your Workforce that uses or discloses Covered Person PHI in violation of this Section.

(ii) Except as otherwise authorized under this Agreement, you agree not to disclose Covered Person PHI to any third party without first obtaining our written approval. In addition, you agree not to disclose Covered Person PHI to any third-party without first obtaining the written agreement of such third party to be bound by the requirements of this Section for the express benefit of you, MTM and the applicable MTM Client.

(iii) Any use of Covered Person PHI by your Workforce or disclosure of Covered Person PHI to your Workforce or to third parties must be limited to the minimum amount of Covered Person PHI necessary to achieve the purpose for such use or disclosure.

(F) Access to Records by Subject of Records. You agree to notify MTM immediately in the event you receive a request from a Covered Person identified in any Covered Person PHI (“Subject”), or such person’s legal representative (“Legal Representative”), to review any records in your possession or control regarding the Subject (“Subject PHI”). In fulfillment of your obligations under 45 CFR 164.524, you agree to make available to MTM, or at our request, to the applicable MTM Client, to a Subject or such Subject’s Legal Representative, for their review, any Subject PHI in your possession or control.

(G) Amendment to PHI. You agree to notify MTM immediately in the event you receive a request from a Subject to amend or otherwise modify any Subject PHI in your possession or control. In fulfillment of your obligations under 45 CFR 164.526, you agree that, at our request, you will make any amendments to Subject PHI that the applicable MTM Client has directed or authorized pursuant to 45 CFR 164.526.

(H) Government Access to Records. You agree to make your policies, books and records relating to the use and disclosure of Covered Person PHI available to the Secretary of the U.S. Department of Health and Human Services, or to the MTM Client, or his or her designee for the purpose of determining whether the applicable MTM Client is in compliance with HIPAA requirements.

(I) Disposition of Records upon Termination. You agree to return to MTM or otherwise destroy all Covered Person PHI in your possession or control upon termination of this Agreement. If such return or destruction of records is not feasible, you agree to continue to extend the protections of this Section to such Covered Person PHI and limit any further use of such Covered Person PHI to those purposes that make the return or destruction of such Covered Person PHI infeasible.

(J) Indemnification. You agree to indemnify, defend and hold harmless MTM and the applicable MTM Client, and their respective parents, subsidiaries and affiliates, and their respective shareholders, directors, officers, employees, agents, legal representatives, heirs, successors and assigns, from and against any and all claims, causes of action, losses, liabilities, damages, costs and expenses, including, without limitation, court costs and attorneys’ fees, arising out of, resulting from or caused by a violation by you, or any of your employees, agents or subcontractors, of any HIPAA requirements or of the terms or conditions of this Agreement.

2. Our Obligations. MTM agrees that, in connection with your performance of the Services, MTM shall:

(A) Notification of Restrictions on Use of PHI. MTM agrees to notify you immediately of any restrictions on the use of any Covered Person PHI requested by a Covered Person, agreed to by the applicable MTM Client and communicated to us by the applicable MTM Client.

(B) Notification of Disclosure of Subject PHI to Subject. MTM agrees to notify you immediately in the event the applicable MTM Client desires you to disclose any Subject PHI in your possession or control to the Subject or the Subject’s Legal Representative.

(C) Notification of Amendment to Subject PHI. MTM agrees to notify you immediately in the event the applicable MTM Client desires you to amend or otherwise modify any Subject PHI in your possession or control.

Term and Termination. This Agreement will commence on the Effective Date of this Agreement and will continue until such time as the Underlying Agreement expires or is terminated and all PHI provided by or created for MTM is destroyed or returned to MTM or, if it is infeasible to return or destroy PHI, protections are extended to such PHI in accordance with the provisions of this Agreement or by law. Notwithstanding the foregoing, in the event of a material violation by Business Associate, MTM shall have the right to terminate this Agreement and the Underlying Agreement immediately upon notice to Business Associate.

Third Party Beneficiaries. There are no intended third party beneficiaries of the obligations under this Agreement. Without in any way limiting the foregoing, it is the intent that nothing contained in this Agreement give rise to any right or cause of action, contractual or otherwise, in or on behalf of any person whose PHI is used or disclosed pursuant to this Agreement or any person who qualifies as a personal representative of such person.

Amendment of Underlying Agreement. It is the intention that this Agreement serve as an amendment and supplement to the Underlying Agreement. In the event of a conflict between the terms of this Agreement and the terms of the Underlying Agreement, the terms of this Agreement will control.

Compliance with Security Requirements. Business Associate shall comply, and shall ensure all agents and subcontractors comply with the Security Requirements of 45 CFR Part 142 with respect to electronic transmission of PHI.

MEDICAL TRANSPORTATION MANAGEMENT, INC. _____

By: _____

Name: _____

Title: _____

By: _____

Title: _____

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the addition of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Section 3.40.010(a) for Section 8.08.011 Specialty Care Transport Fees

Committee Action: Approved 5-0

Fiscal Impact: Uncertain

File Number: 13-0309

Date Introduced: May 13, 2014

RESOLUTION

WHEREAS, the City of Wausau has adopted a comprehensive Fees and License Schedule at W.M.C. §3.40.010, and

WHEREAS, your Finance Committee, at their May 13, 2014, meeting, recommends that the City adopt an additional fee for the Wausau Fire Department Specialty Care Transport Services of \$900 for residents and \$1,050 for non-residents.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that the Specialty Care Transport Fee of \$900 for residents and \$1,050 for non-residents are hereby adopted and incorporated into the City of Wausau Fees and Licenses Schedule adopted pursuant to W.M.C. §3.40.010.

Approved:

James E. Tipple, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, May 13, 2014 @ 5:15 pm., Board Room

Members Present: Nagle, Oberbeck, Nutting, Winters, Kellbach

Others Present: Tipple, Groat, Jacobson, Giese, Loy, Rasmussen, Wagner, Gisselman, Mielke, Neal, Abitz, Werth, M. Lawrence, Stratz, Finke, Kujawa, Rentmeester, Jean Radtke, Brian Stezinski-Williams, Kristen Fish, Dick Holster.

Consider modifying the 2014 Fee Schedule to add Specialty Care Transport Fees of \$900 for residents and \$1,050 for non-residents

Josh Finke explained in 2013 Wisconsin changed their laws regarding EMS transport requiring that certain levels of transport have what is called a Critical Care Paramedic, which is a paramedic with approximately an additional 100 hours of training, be on the ambulance to transport specific patients. He stated the most important for us is the ventilated patients at North Central Health Care which need transport back and forth to the hospitals for procedures. He noted when that transport is an emergency, such as respiratory distress or cardiac arrest, any level of EMS provider can take them, but when they are going for a standard or scheduled procedure the state requires us to have a Critical Care Paramedic on that ambulance. This allows for us to bill at a specialty care transport rate. He indicated the department will have a total of 12 Critical Care Paramedics and we are already doing some of those transports. He requested they add this level of transport to our fee schedule and when those particular transports go out our billing company will bill at the appropriate level.

Motion by Nagle, second by Oberbeck to approve the modifying the 2014 Fee Schedule to add Specialty Care Transport Fees of \$900 for residents and \$1,050 for non-residents. Motion carried 5-0.

RESOLUTION OF PARK & RECREATION COMMITTEE

Authorizing Temporary Easement Agreement—Athletic Park Parking (Wilson-Hurd)

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 08-0609

Date Introduced: May 27, 2014

RESOLUTION

WHEREAS, your Park and Recreation Committee, at their April 7, 2014, meeting, recommends the City enter into the attached temporary easement agreement with Wilson-Hurd which provides for a one-year nonexclusive use of the south 195 feet of the Wilson-Hurd property located at 311 Winton Street to the City of Wausau for the purpose of providing off-street parking for activities at Athletic Park at no cost, except that the City shall establish, operate and maintain the lot, and

WHEREAS, your Park and Recreation Committee recommends the temporary easement agreement be renewed.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that the property city officials are hereby authorized and directed to execute the original of the attached temporary easement agreement between Wilson-Hurd Manufacturing Company and the City of Wausau providing for off-street parking for activities at Athletic Park.

Approved:

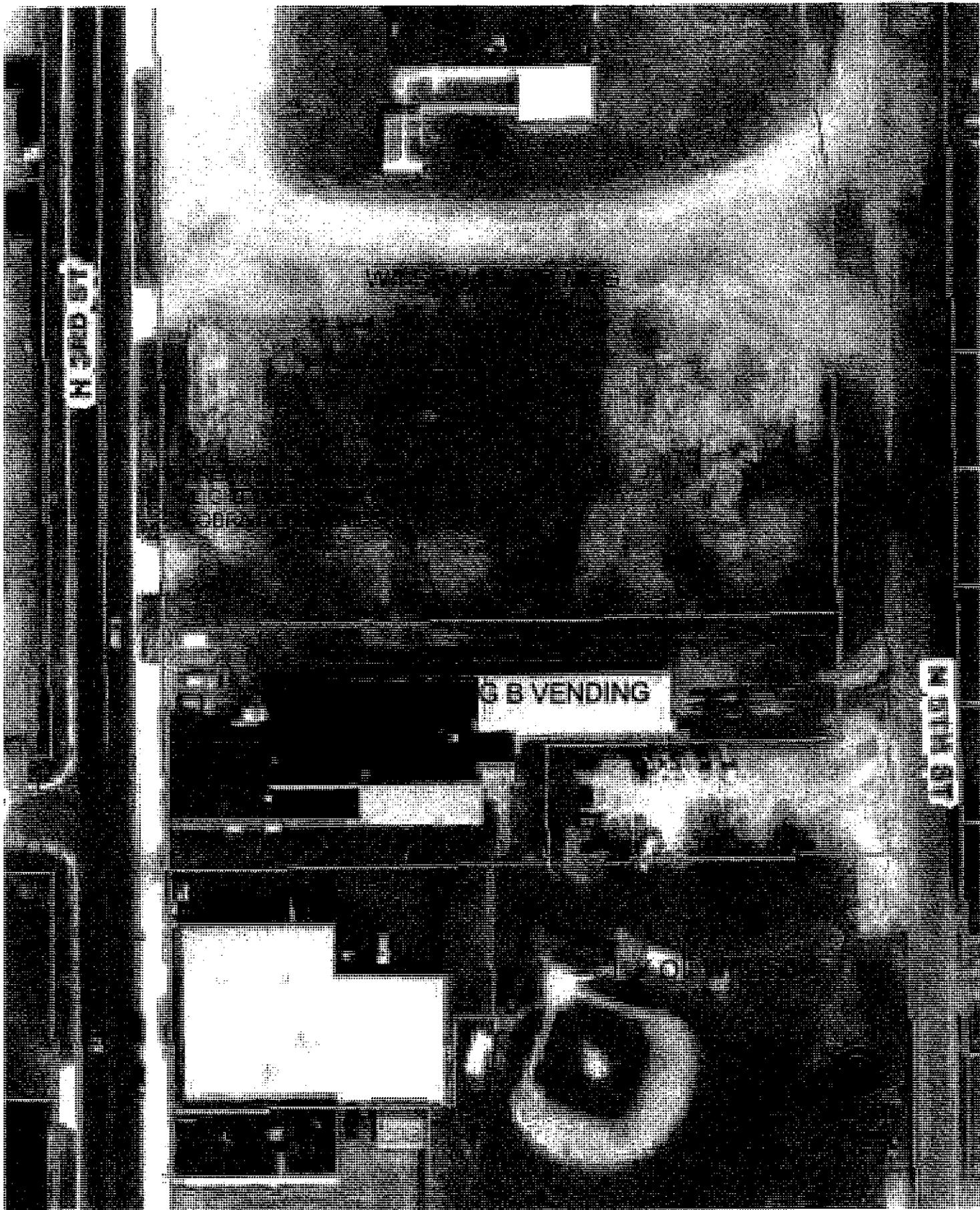
James E. Tipple, Mayor

DRAFT
CITY OF WAUSAU – PARK AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: April 7th, 2014 at 5:00pm Location: City Hall (407 Grant Street) – Board Room
Members Present: Jim Brezinski, Gary Gisselman, Robert Mielke, David Nutting, David Oberbeck (c)
Others Present: Bill Duncanson–Director, Peter Knotek-Assistant Director, Pat Peckham – City
Pages, Matt Block - CWOCC

In accordance with Chapter 19, Wisc. 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 Oberbeck at 5:00pm.

Athletic Park Parking – Discussion and Possible Action to Renew the Annual Agreement with Wilson-Hurd to Allow Public Parking for Athletic Park Activities on their Property – Duncanson said this annual agreement is up for renewal. He requests Committee to give approval for staff to work with Wilson Hurd on a final agreement and bring it forth to Council. **Motion** by Mielke, second by Nutting for staff to work out a final agreement with Wilson Hurd for 2014. Oberbeck asked if any major changes to the agreement for this years from last years. Duncanson said only changes may be some of the language on the facility there will be some new lighting, better surfacing and signing. **Motion carried** by voice vote. Vote reflected as 5-0.



TEMPORARY EASEMENT AGREEMENT FOR THE USE OF WILSON-HURD PROPERTY FOR ATHLETIC PARK
PARKING BY THE CITY OF WAUSAU

THIS AGREEMENT (the "Temporary Easement Agreement") made this _____ day of _____, 2014, by and between Wilson-Hurd Mfg. Co., a Wisconsin corporation, herein referred to as "GRANTOR," and the City of Wausau, a municipal corporation of the State of Wisconsin, herein referred to as "CITY".

WITNESSETH:

WHEREAS, CITY wishes to establish, operate, and maintain a temporary parking lot on land owned by GRANTOR for the purpose of providing off-street parking for activities at Athletic Park; and

WHEREAS, GRANTOR will allow such parking lot as a temporary easement on GRANTOR'S property upon certain terms and conditions as hereinafter enumerated.

NOW, THEREFORE, the parties hereto agree as follows:

1. GRANTOR hereby grants to CITY, at no charge, a temporary nonexclusive easement (the "Easement") over and across the south 195.00 feet of the Wilson-Hurd property at 311 Winton Street, Wausau, Wisconsin, as delineated on "Exhibit 1" which is attached hereto and incorporated herein by reference (the "Temporary Easement Area"), for the purpose of establishing, operating, and maintaining a temporary parking lot for the benefit of the public while the public is attending activities at Athletic Park.
2. CITY shall provide temporary perimeter improvements to delineate and contain the parking activities on the Temporary Easement Area, shall be responsible for all mowing, dust control, and litter collection and removal on the Temporary Easement Area, and shall install, maintain, repair, and remove the surface of and other improvements on the Temporary Easement Area. Typical parking lot improvements and maintenance of the Temporary Easement Area will consist of filling low areas that collect water, maintaining the grass, removing surface debris, stabilizing and grading entrances, and installing identification signage, traffic control devices and signage, and security lighting. The security lighting shall consist of two wood pole mounted cobra head type fixtures without footings located along the south edge of the Temporary Easement Area as shown on Exhibit 2. Such security lighting shall be allowed to remain in place until such time that it is determined whether a new Temporary Easement Agreement will be approved for the following year. If either GRANTOR or CITY determine that a new Temporary Easement Agreement will not be approved or sought for the following year, upon written notification to the other party, CITY will remove such security lighting within thirty (30) days and restore the Temporary Easement Area at the sole cost of CITY.
3. CITY shall be responsible to maintain the improvements in the Temporary Easement Area and, if CITY fails to adequately maintain the Temporary Easement Area and its improvements, GRANTOR may provide CITY with a written notice setting forth the needed repairs, improvements, or maintenance. If it is determined that work is, in fact, needed in the Temporary Easement Area and if CITY does not commence such work within five (5) working days from the date of receipt of the aforesaid written notice and such failure to commence such maintenance or repair work is not due to a cause beyond CITY's control, then GRANTOR may perform such work and CITY shall reimburse GRANTOR for all costs which are reasonably incurred by GRANTOR in performing such work.
4. GRANTOR hereby grants CITY permission to establish and charge a nominal fee to individuals using the parking lot on the Temporary Easement Area.
5. CITY shall maintain in effect at all times during the term of this Temporary Easement Agreement a policy of commercial general liability insurance to insure against injury to property, person, or loss of life arising out of use of the Temporary Easement Area with limits of coverage that are reasonably acceptable to GRANTOR. CITY shall provide GRANTOR with a certificate of insurance showing that GRANTOR is an additional insured under such commercial general liability insurance. The policy of commercial general liability insurance shall contain a supplemental endorsement covering contractual liability voluntarily assumed by CITY under this Temporary Easement Agreement. No such policy of commercial general liability insurance shall be terminated except after thirty (30) days' prior written notice to GRANTOR. At least thirty (30) days prior to the expiration of such policy of commercial general liability insurance, CITY shall furnish GRANTOR with evidence of the renewal of such policy.

6. CITY agrees to release, indemnify, and hold harmless GRANTOR, and GRANTOR's employees, agents, and officers, from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by reason of injury or injuries to anyone, or of the death or deaths of anyone, or by reason of any personal injury and/or real or personal property damage, or by reason of any other liability imposed by law, or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to the operations, actions, or omissions of CITY or the public in connection with the use of the Temporary Easement Area; specifically included within this release, indemnification, and hold harmless are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.
7. GRANTOR agrees to release, indemnify, and hold harmless CITY, and CITY's employees, agents, officers, and officials (whether hired, appointed, or elected), from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by reason of injury or injuries to anyone, or of the death or deaths of anyone, or by reason of any personal injury and/or real or personal property damage, or by reason of any other liability imposed by law, or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to the operations, actions, or omissions of GRANTOR on the Temporary Easement Area or on any adjacent premises owned by GRANTOR and/or as a result of and/or due to the presence of GRANTOR on the Temporary Easement Area or on any adjacent premises owned by GRANTOR; specifically included within this release, indemnification, and hold harmless are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.
8. CITY agrees to defend, indemnify, and hold harmless GRANTOR, and GRANTOR's employees, agents, and officers from and against any and all judgments, demands, losses, costs, claims, expenses, suits, demands, actions, causes of action, administrative orders, consent agreements and orders, liabilities, and penalties arising under any applicable federal, state, or local statute, law, or regulation relating to environmental matters which are now in force or hereinafter enacted to the extent that such have been occasioned, wholly or in part, by any condition, accident, or event caused by any negligent or intentional act or omission of CITY, or any of CITY's employees, agents, officers, officials (whether hired, appointed, or elected), contractors, subcontractors, licensees, invitees (including the public), successors, and assigns on the Temporary Easement Area which arises out of disposing, releasing, spilling, leaking, pumping, pouring, emitting, emptying, or dumping of "Toxic Material," "Hazardous Substances," or "Hazardous Waste" during the term of this Temporary Easement Agreement or the performance or failure to perform any abatement activities required by any appropriate federal, state, or local government authority with regard thereto.
9. GRANTOR agrees to defend, indemnify, and hold harmless CITY, and CITY's employees, agents, officers, and officials (whether hired, appointed, or elected), from and against any and all judgments, demands, losses, costs, claims, expenses, suits, demands, actions, causes of action, administrative orders, consent agreements and orders, liabilities, and penalties arising under any applicable federal, state, or local statute, law, or regulation relating to environmental matters which are now in force or hereinafter enacted to the extent that such have been occasioned, wholly or in part, by any condition, accident, or event caused by any negligent or intentional act or omission of GRANTOR, or any of GRANTOR's employees, agents, officers, contractors, subcontractors, licensees, invitees (excluding the public), successors, and assigns on the Temporary Easement Area which arises out of disposing, releasing, spilling, leaking, pumping, pouring, emitting, emptying, or dumping of "Toxic Material," "Hazardous Substances," or "Hazardous Waste" prior to or during the term of this Temporary Easement Agreement or the performance or failure to perform any abatement activities required by any appropriate federal, state, or local government authority with regard thereto.
10. This Temporary Easement Agreement shall be effective as of the day and year first above written and, unless earlier terminated by GRANTOR, shall expire as of December 31, 2014. GRANTOR reserves the right to cancel this Temporary Easement Agreement at its sole discretion upon thirty (30) days' prior written notice to CITY. Upon receipt of such notice, CITY will have thirty (30) days to cease its use of the Temporary Easement Area, to remove all improvements which CITY has installed on the Temporary Easement Area, and to restore the Temporary Easement Area to the condition which it was in as of the day and year first above written.
11. This Temporary Easement Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

12. All notices to either party to this Temporary Easement Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. Either party may change its address for notice by providing written notice to the other party.
13. Enforcement of this Temporary Easement Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Temporary Easement Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Temporary Easement Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.
14. Nothing in this Temporary Easement Agreement shall be deemed to be a gift or dedication of any portion of the Temporary Easement Area to the general public or for any public purpose whatsoever. CITY and GRANTOR agree to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the Temporary Easement Area, whether by express grant, implication, or prescription. These measures may include, without limitation, the posting of "Private Parking Lot", "No Through Traffic", or "No Trespassing" signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Temporary Easement Agreement.

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

WILSON-HURD MFG. CO.

CITY OF WAUSAU

Dan Wieselmann, Vice President Finance

James E. Tipple, Mayor

Toni Rayala, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this ____ day of _____, 2014, the above named Dan Wieselmann of Wilson-Hurd Manufacturing Company, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this ____ day of _____, 2014, the above named James E. Tipple, Mayor, and Toni Rayala, Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

ORDINANCE OF PARK & RECREATION COMMITTEE

Amending Section 12.56.100 Public nuisance regarding tree and shrub nuisances and Section 12.56.130 Appeal from order of city forester to replace County Park Commission with Park and Recreation Committee as the appeal body

Committee Action: Approved 5-0

Ordinance Number:

Fiscal Impact: None

File Number: 75-0825

Date Introduced: May 27, 2014

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

Add ()
Delete (——)

Section 1. That Section 12.56.100 Public nuisance, is hereby amended to read as follows:

12.56.100 Public nuisance. Any tree or shrub or part thereof growing upon private or public property which is:

- (a) Interfering with the use of any public area;
- (b) Infected with an infectious plant disease;
- (c) Infested with injurious insects;
- (d) Injurious to public improvements; or
- (e) Endangers the life, health, or safety of persons ~~or~~ on public property is declared a public nuisance.

Section 2. That Section 12.56.130 Appeal from order of city forester, is hereby amended to read as follows:

12.56.130 Appeal from order of city forester. A person who objects to all or a part of an order or decision of the city forester may, within eight days of receipt thereof, notify the ~~county park commission~~ **Park and Recreation Committee** and the city forester, in writing, of the nature of the objection and request a hearing thereon. Upon receipt of such objection, the city forester shall stay the order or work pending the outcome of the appeal process. Within eight days of the receipt of such notice of appeal, the ~~county park commission~~ **Park and Recreation Committee** shall schedule a hearing before the ~~commission~~ **committee** or its designated subcommittee to hear the objection. The hearing shall be held within eight days of notice to the appellant. The city forester shall be present at such hearing. The appellant is entitled to ~~representation~~ **be represented** by counsel **at appellant's expense**. Within eight days after such hearing, the ~~county park commission~~ **Park and Recreation Committee** shall, in writing, notify the appellant and the city forester of its decision. The ~~county park commission~~ **Park and Recreation Committee** may affirm, cancel or modify the order of the city forester, in its discretion, to best conform such order to the intent of this chapter **and make its report**

~~thereon to the common council.~~ If the appellant objects to the decision of the ~~county park commission~~ **Park and Recreation Committee**, the appellant may, within eight days of receipt thereof, notify the city clerk, in writing, of the nature of the objection and request a hearing before the common council thereon. ~~The clerk shall forward the objection to the capital improvements and street maintenance committee. The committee shall hold a public hearing, and make its report thereon to the common council.~~ The council may adopt, reject or amend the ~~capital improvements and street maintenance committee's~~ **Park and Recreation Committee's** recommendation. The city clerk shall notify the appellant, ~~county park commission~~ **Park and Recreation Committee**, and city forester, in writing, of the council's decision.

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 on the day after its publication.

Adopted:
Approved:
Published:
Attest:

Approved:

James E. Tipple, Mayor

Attest:

Toni Rayala, Clerk

DRAFT
CITY OF WAUSAU – PARK AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: May 5th, 2014 at 5:00pm Location: City Hall (407 Grant Street) – Board Room
Members Present: Gary Gisselman, Robert Mielke, Tom Neal, David Nutting, David Oberbeck (c)
Others Present: Romey Wagner – City Council President, Bill Duncanson–Director, Peter Knotek-
Assistant Director, Blaine Peterson – City Forester, Anne Jacobson-City Attorney,
Pat Peckham – City Pages, Theresa Clift – Wausau Daily Herald

In accordance with Chapter 19, Wisc. 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 Oberbeck at 5:00pm.

Tree Ordinance Revisions – Discussion and Possible Action to Revise City Ordinance 12.56, Street Trees, in Relation to the Powers of the City Forester and Tree or Shrub Nuisances – Duncanson said recent issues with “nuisance” trees on private property have prompted a review of City Ordinance 12.56, Street Trees by staff and the City Attorney. By the current ordinances, the City becomes involved with “nuisance” trees on private property only when there is a threat to public property or the public itself in their use of public property as determined by the City Forester. Jacobson discussed the current ordinances. She said there is a need to update the current ordinance language pertaining to the appeal process. She also felt Ordinance 12.56.100(e) had some vague language and recommended inserting the word “public” before property. After looking at State Statues and the language in these ordinances and in other municipal ordinances her opinion supports the current practice that the City is following. Peterson explained his current work practices to the Committee. Duncanson said that Peterson determines when there is an impact to public property or public safety. Discussion followed. **Motion** by Neal, second by Mielke to adopt the recommended amendments to ordinance 12.56.130. Motion **carried** by voice vote. Vote reflected as 5-0. **Motion** by Neal, second by Mielke to add the words “on public” instead of “or” in front of the word “property” to ordinance 12.56.100(e). Motion **carried** by voice vote. Vote reflected as 5-0.

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

CONFIRMATION OF MAYOR'S APPOINTMENTS

to Boards, Commissions and Committees: *Community Development Authority*

File Number: 14-0503

Date Introduced:

May 27, 2014

Community Development Authority

David Welles (1)

513 Grant St

4 Yr Term Exp 4/30/18

715-843-6700

*Replacing David Piehler

- (N) Individual is filling the unexpired term of a former member
- (1) Individual is in their own 1st full term
- (2) Individual is in their own 2nd full term

Approved:

James E. Tipple, Mayor

RESOLUTION OF THE FINANCE COMMITTEE

Approving 2014 Budget Modification for the Purchase of 16 Portable Radios and Ancillary Equipment for the Fire Department

Committee Action: Approved 5-0

Fiscal Impact: \$20,000

File Number: 13-1109

Date Introduced: May 27, 2014

RESOLUTION

WHEREAS, due to safety concerns, the Fire Department has established a need to purchase radios outside of the normal CIP process; and

WHEREAS, a portion of the project will be funded through Capital Fire Department budget of \$18,500 with the balance of \$20,000 unfunded; and

WHEREAS, the Finance Committee has considered and recommends a budget modification to increase the Fire Department Capital Equipment fund with the financing to be provided by Capital Project Fund reserves;

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to modify and increase the 2014 budget as follows:

150-237598436 Fire Department Equipment \$20,000

BE IT FURTHER RESOLVED this budget modification be published in the official newspaper as required.

Approved:

James E. Tipple, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, May 13, 2014 @ 5:15 pm., Board Room

Members Present: Nagle, Oberbeck, Nutting, Winters, Kellbach

Others Present: Tipple, Groat, Jacobson, Giese, Loy, Rasmussen, Wagner, Gisselman, Mielke, Neal, Abitz, Werth, M. Lawrence, Stratz, Finke, Kujawa, Rentmeester, Jean Radtke, Brian Stezinski-Williams, Kristen Fish, Dick Holster.

Consider Budget Modification for the Purchase of 16 portable radios and ancillary equipment for the Fire Department \$37,896.

Phil Rentmeester stated they have had a lot of challenges with communication across the state of Wisconsin, whether it was from the infrastructure change over across Marathon County to switching over from wide band to narrow band. He stated they currently operate on Motorola type radios that we received from the Police Department. The radios are failing somewhat in the fire scene, especially with the extreme winter that we had. He indicated the Safety Committee for the Fire Department got together last year at which the radio issues were brought forward. They identified some requirements they would like to see in their next radio purchase: intrinsically safe, meaning when operating with a battery it will not cause an arc or a spark in a flammable atmosphere; visibility component; immersible; gloved hand use; more power; and emergency alerting notification. These requirements brought them to the Motorola APX 6000XE, which is rugged and designed specifically for firefighters.

Rentmeester requested the authorization to purchase 16 portable radios and batteries and the use carryover funding from 2013 in the amount of \$18,500. The cost of the radios is approximately \$38,000, leaving a funding shortfall of \$20,000. He stated they feel it is a critical safety component for the Fire Department and should be done immediately. Groat indicated there was some unencumbered fund balance in the capital projects fund and recommended they take \$20,000 from there.

Motion by Nagle, second by Kellbach to approve the budget modification for the purchase of 16 portable radios and ancillary equipment for the Fire Department. Motion carried 5-0.

WAUSAU FIRE DEPARTMENT
TWO-WAY PORTABLE RADIO UPGRADE PROJECT

VISION: The Wausau Fire Department will provide safe and effective radio communications on the emergency scene for its members and the public it serves.

PROBLEM STATEMENT: The Wausau Fire Department has two-way portable radios that do not provide reliable, clear communication, are not intrinsically safe, has outdated technology, and were not designed to be operated within a humid or wet environment.

GOAL: The Wausau Fire Department will research, pursue funding, and obtain the best portable radios to safely and effectively operate on all emergency scenes.

Outcome Objectives

As compared to baseline data, the following changes will have occurred:

- By July 1, 2014, there will be an improvement in communications during emergency responses within the City of Wausau.

Formative Objectives

- By March 21, 2014, the Wausau Fire Department will develop goals and objectives for replacement of its portable two-way radios.

Background

The fire service has changed over the last twenty years. There have been improvements in personal protective equipment, self-contained breathing apparatus, tools, and electronics. Emergency scenes have become louder as well due to fire pumps, sirens, engines, small engines, and ventilation fans. All of these impact the ability to effectively communicate, but the environment in which we operate has changed as well. Fuel loads have increased, building construction methods have changed, and even the bandwidth of the radio spectrum has changed, all challenging the effective communication on the fire ground. One thing that hasn't changed is the use of water and the results of using water on fire. This moisture can wreak havoc on electrical components and degrade their effectiveness. For comparison, would you take your cell phone into the shower with you? You may be able to dry the outside of the phone afterward, but there is most likely moisture within the case of your phone. That is one of the problems that we must deal with when working with portable radios.

On September 3, 2013, the Wausau Fire Department Occupational Safety and Health Committee met and discussed several items, but one of them was the effectiveness of our portable radios. Different members brought up problems of their radios not working at fire scenes. An officer was assigned to work with a local radio dealer to find a solution to the problems. The officer discovered the following problems with our radios:

- Our portable radios does not have a rating for water resistance
- Our portable radios lapel microphone does not have a rating for water resistance
- Our portable radios are considered the basic mil spec for water resistance

Obviously, the fire department uses water to accomplish its job in all-weather conditions, which make the possibility of reducing water infiltration low. For risk avoidance, fire department members were advised to keep their radio in a pocket and out of the elements and be aware that capability may be reduced if the microphone is wet.

At that time, a local radio dealer was asked to provide a price quote on new radios and microphones. They were also asked to provide immersible and submersible radios for the fire department to assess.

Current Situation

Wausau Fire Department's portable radio inventory is made up of several different models of Motorola radios varying in age from five to twenty years. The service life of portable radios (depending upon use and stress) is in the range of ten to twenty years.

While considering a new radio purchase we identified the following requirements:

- Immersible or submersible
- Intrinsically safe
- Ruggedized
- Increase in indoor coverage
- Emergency alerting
- Noise cancellation
- Unit ID notification
- Colored casings
- Battery conditioning
- Ergonomically friendly for Firefighters

To address the moisture or immersion problem, we referred to a military standard, MIL-STD-810. Military standards emphasize tailoring equipment's environmental design and test limits to the conditions that it will experience throughout its service life. These MIL standards include ruggedizing as well. To reduce the risk of damage to the radio or the battery from an inadvertent drop, ruggedized protection is a feature that strengthens the unit for better resistance to wear and stress. When dealing with extreme environments which firefighters face, i.e. heat, cold, water, or ice, ruggedized protection makes sense.

A benefit to newer radios is the improvement of noise-cancellation technology. This technology detects specific background noises or the squeal of audio feedback and removes it from the radio transmissions. New radios with microphones increase performance to the point where the operator can talk into either side of a radio without any reduction in audio quality.

Our current radios are not intrinsically safe. Intrinsically safe classification and design means that an electronic circuit and its wiring will not cause any sparking or arcing and cannot store sufficient energy to ignite a flammable gas or vapor, and cannot produce a surface temperature high enough to cause ignition.

Best practices in the fire service recommend that whenever practical; consider the use of accessories, such as speaker microphones to reduce the impact of background noise. When used appropriately, audio accessories like these can significantly improve audio on the fire ground. Microphones are exposed to heat and moisture as well, and should be ruggedized.

We have experienced communication deficiencies and outright failures in larger building within the City. Although we have improved our coverage with a mobile repeater, this repeater is not always available or any option. To improve upon our indoor coverage, the portable radio must have an increase in power.

Research

Research was conducted on different manufacturers for an extreme portable radio that is designed and built for firefighters. Other portable radios that were explored did not have dealers or service facilities within Marathon County and did not meet our requirements.

We decided that only portable radio that met our requirements is the Motorola APX 6000XE.

WCA Services, Inc. provides local governments with programs and services that assist in operating more efficiently and cost effectively (see attachments) and guarantees discount pricing through any Wisconsin Motorola Channel Partner.

With the buyback of 16 of our older XTS 2500's portable radios (\$250 per radio), Northway Communications of Wausau (a Wisconsin Motorola Channel Partner) has met our requirements and came in at the lowest price.

Benefits to City of Wausau

- WCA Pricing (cooperative purchasing program)
- Local business
- Motorola rebate
- Trade-In of current radios
- Two year warranty
- Free programming
- Free shipping
- Convenient service and maintenance

Funding

Carryover funds from 2013 were authorized in the amount of \$38,500. Approximately \$20,000 of this is needed to purchase personal protective equipment for the new Fire Chief and Firefighters that will be hired on May 12, 2014. That leaves \$18,500 left for the purchase of replacement portable radios. The cost of this project is approximately \$38,000 (see attachment) – leaving a funding shortfall of roughly \$20,000.

We based the number of portable radios to purchase based upon the best practice of having a portable radio assigned to each department member working on an emergency scene. Best practice for spare portable radios is having one spare radio for every ten in use. Since our minimum daily staffing is 15, we feel comfortable with going to 16 portable radios for department coverage.

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

Approving 2014 Budget Modification Purchase and Installation Low Level Lighting on the 600-900
Blocks of Scott Street

Committee Action: CISM: Approved 5-0
Finance: Approved 5-0

Fiscal Impact: \$151,000

File Number: 13-1109

Date Introduced: May 27, 2014

RESOLUTION

WHEREAS, the 2014 Street Improvements projects includes the reconstruction of a portion of Scott Street, and

WHEREAS, the CISM committee has received a petition for improved street lighting and recommends the purchase and installation of low level lighting for the 600 to 900 blocks of Stock Street; and

WHEREAS, the Finance Committee has considered and recommends a budget modification to increase the street lighting improvements budget in the amount of \$151,000 with the financing to be provided by Community Development Block Grant Funds and the annual CIP borrowing

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to modify and increase the 2014 budget as follows:

150-237598456 Street Lighting	\$151,000
150-237589220 Transfer from Community Development	\$45,000
150-237589120 Proceeds from Notes	\$106,000

BE IT FURTHER RESOLVED this budget modification be published in the official newspaper as required.

Approved:

James E. Tipple, Mayor

AGENDA ITEM
<p>Discussion and possible action on petition for installation of street lighting in the 900 block of Scott Street and consider Scott Street lighting needs between 6th Street and LaSalle Street</p>
BACKGROUND
<p>A petition was received from Sherman Gress for installation of decorative street lights in the 900 block of Scott Street. The 900 block of Scott Street is being reconstructed as part of the 2014 Street Reconstruction projects. The plans are currently out for bids and do not include provisions for the decorative street lights.</p> <p>Based upon lights being placed at intersections and spaced at 150 feet, the 900 Block of Scott Street would require 12 lights. See the attached preliminary layout of lights.</p> <p>Scott Street from 6th Street to LaSalle Street would require an additional 18 lights.</p>
FISCAL IMPACT
<p>The estimated cost per low level decorative street light pole is \$5,100. This cost includes: light poles, LED fixtures, light bases, conduit and wire.</p> <p><u>900 Block of Scott:</u></p> <p>The total estimated cost to install low level decorative lights is \$61,200. The annual cost of the electricity per light is estimated at \$22 per year. The annual costs for the 12 lights would be \$264. The money to fund these lights was not budgeted in the 2014 reconstruction budget.</p> <p><u>6th Street to LaSalle Street:</u></p> <p>The total estimated cost to install low level decorative lights is \$91,800. The annual operating cost for electricity would be approximately \$400 per year.</p> <p>No money is budgeted for this installation.</p>
STAFF RECOMMENDATION
<p>Policy should be considered for this project and future projects. The 800 and 900 blocks of McClellan Street are also being reconstructed as part of the 2014 reconstruction project. These residents may request lights if this request is approved. Also, several other streets in this neighborhood are proposed for reconstruction in the near future and would require the same consideration.</p> <p>Installation of decorative street lights prior to street reconstruction, such as may be proposed on Scott Street from 6th Street to LaSalle Street, is not recommended. During reconstruction the lights and conduit need to be replaced due to sewer and water main and laterals. This can double the actual cost of the street light installation.</p>
<p>Staff contact: Allen Wesolowski 715-261-6762</p>

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: May 8, 2014, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Abitz, Gisselman, Kellbach, Mielke

Also Present: Marquardt, Wesolowski, Wagner

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

Noting the presence of a quorum, at approximately 5:30 p.m. Chairperson Rasmussen called the meeting to order.

Discussion and possible action on petition for installation of street lighting in the 900 block of Scott Street and consider Scott Street lighting needs between 6th Street and LaSalle Street

Rasmussen stated a petition was received for the installation of decorative street lights in the 900 block of Scott Street. She also would like to consider the lighting needs of Scott Street between 6th Street and LaSalle Street. If there are lamp posts in the river district and then again in the 900 block, it would create an island. Wesolowski explained the cost would be approximately \$5,100 per light, which includes the pole, lamp, base, conduit, wire, and installation. Just for the 900 block the total cost is estimated at \$61,000. This section will be reconstructed this summer and the lighting is not included in the budget for the project. The 800 and 900 blocks of McClellan Street will also be reconstructed this summer and if lighting is approved for Scott Street, those residents may wonder why they did not get decorative lighting. The estimated cost to install lighting from 6th Street to LaSalle Street is \$91,800. Rasmussen noted the Police Department continually states that the number one deterrent of crime is lighting. This was proven when the crime rate did get better after lights were installed on 3rd Street. The area of Scott Street from 6th Street to LaSalle Street does support more lighting. It is a way to make the neighborhood better and it could be a catalyst to other improvements. When talking about an \$86 million budget, these costs are an eye drop. Replacement of sewer and water laterals are now the standard when reconstructing roads and maybe street lighting should be too. Gisselman agreed with the safety issue and staffing suggestions about the rest of the neighborhood. He questioned if there were other lighting options. Rasmussen stated the decorative poles are more expensive to install but cheaper to run. Discussion followed on other lighting options. Wesolowski stated it would be tough to bid out the lighting as we could end up with having to stock a number of different lights. Marquardt added that if low-level lighting is not installed there may be an issue with trees and therefore if it is really for safety low-level should be installed. He indicated that adding different kinds of lights would require stocking of different materials. Wesolowski replied even if a different pole is purchased, there is still the underground costs. Therefore, you may save \$500 per pole but there is still a \$55,000 investment.

Dick Holster, who owns several rental properties, believes lighting does help with renting. It was noted that Community Development may be able to get funding for blight to use for lighting. Holster said if lighting was installed from 10th Street to LaSalle it would send a message and we are currently trying to change that image. Holster added that the lighting on Prospect Avenue made a huge difference.

Deanna Schuette, East Towne Neighborhood Group, stated the area from Franklin to Forest and 6th Street to LaSalle Street needs infrastructure changes and lighting is a part of safety. She is not opposed to lighting in the 900 block but if not installed in other areas it gives a feeling they are not a part of the neighborhood. Tammy Stratz did inform them that street construction plays a big part on where street lighting is installed. She added the East Towne Group would be grateful for any lighting.

Wesolowski indicated that Scott Street from 6th Street to LaSalle is not on the 5-year list for reconstruction. Rasmussen would not like to wait five years for a road project to light the area. In the past the City has been reluctant to install mid-block lighting and was worried about setting a precedent.

Now it is to a point where we want everyone to clean things up and lighting is the first step. We do not want the perception of fear.

Wesolowski stated the spacing on Prospect is about 150'. If lights are placed at the intersections, you will have dark spots mid-block. Abitz asked if thinning of the trees would help with the flow of lighting. Rasmussen stated there is no mid-block lighting so even if trees were thinned out, the only lighting is at the corners. However, we could have the City Forester look into it.

Sherman Gress, 929 Scott Street, stated he has lived there for 39 years. He petitioned for the street lighting because of the road construction project and this would be a good time for installing street lighting. Currently there are lights on the corners and one mid-block but due to the trees you really do not know the light is there.

Abitz moved to go forward with the installation of street lighting on Scott Street from 6th Street to 10th Street contingent upon a review by the City Forester to see if thinning some of the trees would result in the need for fewer lights. Mielke seconded.

Wesolowski indicated that there is not money budgeted for this. Rasmussen stated the placement of street lighting is the task of this committee and not the task of the Finance Committee, which is why this item was recently pulled from the Finance agenda. The Finance Committee is responsible for finding the money.

There being a motion and a second, motion to go forward with the installation of street lighting on Scott Street from 6th Street to 10th Street contingent upon a review by the City Forester to see if thinning some of the trees would result in the need for fewer lights carried unanimously 5-0.

FINANCE COMMITTEE

Date and Time: Tuesday, May 13, 2014 @ 5:15 pm., Board Room

Members Present: Nagle, Oberbeck, Nutting, Winters, Kellbach

Others Present: Tipple, Groat, Jacobson, Giese, Loy, Rasmussen, Wagner, Gisselman, Mielke, Neal, Abitz, Werth, M. Lawrence, Stratz, Finke, Kujawa, Rentmeester, Jean Radtke, Brian Stezinski-Williams, Kristen Fish, Dick Holster.

Consider funding and installation of decorative lighting on the 900 Block of Scott Street

Rasmussen stated we have the same lighting going west from 6th Street to the river and it seems we would be creating an island if we were to only put them in the 900 block, because from 6th Street to 9th Street there are some issues with criminal activity and blight as well. She commented this same type of lighting has had a positive impact on Werle Avenue, Prospect Avenue, and Franklin Street. She indicated when CISM approved the lighting they sent it with a directive that the City Forester also take a look at the mature trees on those three blocks for pruning to help the new lights operate at a better level of efficiency. She questioned if they could look at funding from the street projects currently out for bid on McClellan and Scott Streets in that area further east through increased borrowing on the projects. She also questioned where these streets sit with the boundaries of TID #3 and if they were they within the half mile. Groat indicated they would have to do a TID plan amendment to include the streets. Rasmussen stated the cost to add the lights for the second section is approximately \$91,000. Marquardt stated the total for both sections is \$151,000.

Oberbeck commented every neighborhood would love to have this type of lighting, but questioned if there was a long term plan for where the lighting is going to go throughout the city and what policies are set for determining what areas should or shouldn't have them. He felt we need to plan for this in the budget for the future rather than just from petitions. Marquardt indicated they could contact neighbor groups when planning for street construction to get their input for the budget.

Werth indicated light is a deterrent to crime and Community Development had some block grant funding for the lighting. Stratz pointed out the block grant funding can only go to Census Tract 1 which stops at LeSalle Street, so from that point on it would have to be city funding.

Motion by Nagle, second by Kellbach to approve the funding and installation of decorative lighting for 600 - 900 blocks of Scott Street; \$45,000 to come from block grant and \$106,000 of additional borrowing. Motion carried 5-0.



Legend

- Parcels
- Section Lines/Numbers
- Railroad
- Bridge
- Overpass
- Stream - River
- Pond - Lake
- Wausau Wetland
- Ortho (2012 color)

Light Locations

Map Created: 4/30/2014

67.56 0 67.56 Feet



DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Marathon County-City of Wausau will not be responsible for any damages which result from third party use of the information and depictions herein or for use which ignores this warning.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

User_Defined_Lambert_Conformal_Conic

Notes

PETITION

For Office Use

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

A Petition For:

Date Filed with City Clerk

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Alley Vacation | <input type="checkbox"/> Sanitary Sewer | <input type="checkbox"/> Storm Sewer | <input type="checkbox"/> Other as Follows: |
| <input type="checkbox"/> Blacktop Paving | <input checked="" type="checkbox"/> Street Light | <input type="checkbox"/> Watermain | |
| <input type="checkbox"/> Curb and Gutter | <input type="checkbox"/> Street Vacation | <input type="checkbox"/> Zoning Change | _____ |

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

Installation Of Lamp Post Street Lights On THE
900 Block Of Scott St Like THE City Has On
Franklin St, 3RD St, and Prospect Ave when the
road is totally redone this Summer

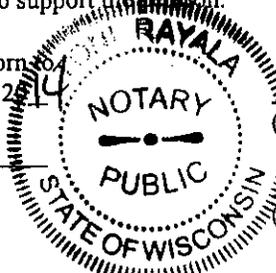
Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
1. <u>Sherman Gress</u>	Sherman Gress	929 Scott St	4/9/14
2. <u>Chris Kuth</u>	Chris Kuth	923 Scott St	4/9/14
3. <u>Natalie Rodheaver</u>	Natalie Rodheaver	901 Scott St.	4.9.14
4. <u>Angela Burger</u>	ANGELA BURGER	501 La Salle	4-9-14
5. <u>Stephanie Thao</u>	Stephanie Thao	925 Scott St	4-9-14
6. <u>Barbara K. Shubinski</u>	Barbara K. Shubinski	937 Scott St.	4-9-14
7. <u>Ridge D. True Wolf</u>	Ridge D True Wolf	935 Scott St.	4/9/14
8. <u>Sherman Thoresen</u>	Sherman Thoresen	917 Scott St	4/10/14
9.			
10.	(This petition includes all the residents who presently live on Scott St except for 915 which is for sale + vacant)		
11.			
12.			
13.			
14.	(Ideal situation would be 3 lamp posts on each side of the street)		
15.			
	but any number would help		

AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN
CITY OF WAUSAU Sherman Gress being duly sworn disposes and says that he is a resident of the affected area, residing at 929 Scott St in the City of Wausau; that he is personally acquainted with the persons who have signed the foregoing petition; that he knows them to be residents of the affected area; that they signed the same with full knowledge of the contents thereof; that their respective residents are stated therein; that each signer signed the same on the date stated opposite his name; and that he intends to support the petition.

Filed in the Office of the City Clerk and sworn to before me this 14 day of April, 2014

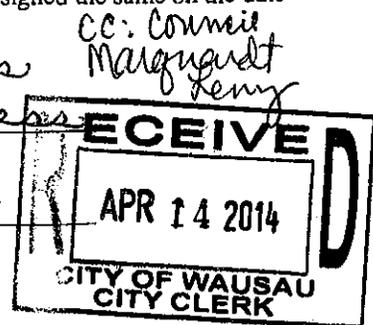
[Signature]
Signature of City Clerk or designee



Sherman Gress
Sherman Gress
(Signature of Circulator)

929 Scott St
(Address of Circulator)

842-1908



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

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

Annexing territory from the Town of Weston to the City of Wausau

NWA Holdings LLC – 2221 Northwestern Avenue

Committee Action: CISM Approved 5-0
Plan Comm. Approved 6-0

Ordinance Number: 497-14B

Fiscal Impact: Pursuant to state law, a payment will be made to the Town of Weston for their tax share loss for a period of five years. This payment will be offset by the new taxes generated on the annexation.

File Number: 14-0413

Date Introduced: May 27, 2014

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

Section 1. Territory Annexed. In accordance with Chapter 66, Wisconsin Statutes, and the petition for direct annexation signed by Dan Higginbotham and Gary Guerndt, members of NWA Holdings LLC, sole owners of the land now located in the Town of Weston, Marathon County, Wisconsin, and being a part of the D.C. Everest Area School District, there being no electors residing therein, the following described land is hereby annexed to the City of Wausau:

Part of the S½ of the SE¼, Section 6, and part of the N½ of the NE¼, Section 7 all in Township 28 North, Range 8 East, Town of Weston, Marathon County, Wisconsin, described as follows:

Commencing at the SE corner of said Section 6; thence West, along the North line of said N½ of the NE¼, approximately 30 feet to a line 30 feet Westerly of and parallel with the East line of said S½ of the SE¼, the point of beginning;

Thence North, along said parallel line, approximately 200 feet to a line 200 feet Northerly of and parallel with said North line of the N½ of the NE¼, said line also being the existing boundary of the City of Wausau; thence West, along said parallel line and along said existing boundary of the City of Wausau, approximately 1,995 feet to the Westerly right-of-way of the Wisconsin Central Railroad, said Westerly right-of-way also being the existing boundary of the City of Wausau; thence Southerly, along said Westerly right-of-way and along said existing boundary of the City of Wausau, approximately 200 feet to said North line of the N½ of the NE¼; thence continuing Southerly, along said Westerly right-of-way, approximately 400 feet to the thread of the Eau Claire River; thence Easterly, along said thread, to a line 30 feet Westerly of and parallel with the East line of said N½ of the NE¼; thence North, along said parallel line, approximately 830 feet to said North line of the N½ of the NE¼, the point of beginning.

Section 2. Effect of Annexation. From and after the date of publication of this ordinance, the territory described in Section 1 shall be a part of the City of Wausau and remain a part of the D.C. Everest Area School District for any and all purposes provided by law, and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Wausau, and governing the School District.

Section 3. Zoning Classifications. Zoning of the within real estate shall be pursuant to Section 23.04.040, Zoning of Annexed Lands, of the Wausau Municipal Code.

Section 4. Aldermanic District and Population of Annexed Area. The territory described in Section 1 of this ordinance is hereby made a part of the 2nd Aldermanic District and the 4th Ward of the City of Wausau, subject to the ordinances, rules and regulations of the city, county, and state, governing districts.

The population of the annexed territory is zero (0).

Section 5. The State of Wisconsin, Department of Administration, has favorably reviewed the annexation and found it not to be against the public interest.

Section 6. Agreement to Pay Town Taxes. The City shall pay to the Town of Weston all necessary property taxes that are due and owing pursuant to the provisions of Section 66.0217(14) of the Wisconsin Statutes.

Section 7. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance, which can be given effect without the invalid or unconstitutional provision or application.

Section 8. Effective Date. This ordinance shall take effect upon passage and publication as provided by law.

Adopted:
Approved:
Published:
Attest:

Approved:

James E. Tipple, Mayor

Attest:

Toni Rayala, Clerk

AGENDA ITEM
<p>Approve petition for annexation – NWA Holdings LLC, 2221 Northwestern Ave (082-2808-064-0995, 082-2808-071-0988, and 082-2808-071-0987, Town of Weston)</p>
BACKGROUND
<p>A petition has been received to annex 2221 Northwestern Avenue and adjacent parcels to the south. The petition and annexation map are attached for your reference.</p>
FISCAL IMPACT
<p>The City will pay the town of Weston for a period of five years an amount equal to the value of the town taxes received from the annexation area at the time the annexation petition is final. Presently, the assessed value of the annexation area is approximately \$81,900. City tax on this annexation would be approximately \$717; Town tax is approximately \$388; net to City per year for five years will be a minimum of \$329.</p>
STAFF RECOMMENDATION
<p>Staff recommends approval of the annexation.</p>
<p>Staff contact: Brad Lenz 715-261-6753</p>

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: April 10, 2014, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Abitz, Gisselman, Kellbach, Mielke

Also Present: Lenz, Wesolowski, Gehin, Jacobson, Wagner

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

Noting the presence of a quorum, at approximately 5:30 p.m. Chairperson Rasmussen called the meeting to order.

Approve petition for annexation – NWA Holdings, LLC, 2221 Northwestern Avenue (082-2808-064-0995, 082-2808-071-0988, and 082-2808-071-0987, Town of Weston)

This item was taken out of agenda order.

Lenz stated this annexation was on the agenda about a year ago. Generally, when staff knows a petition will be forthcoming, it is placed on the agenda to start the process. The signed petition was not received until it had already gone through the committees and then there was some debate regarding the zoning. This is essentially the same petition that came to committee previously. The signed petition has been received and filed with the City Attorney's office and this step would be to get the annexation process going so the City can have jurisdiction over the zoning.

Rasmussen questioned if this was previously approved with contingency or if it was not approved because the paperwork was not in order. Lenz stated the Attorney's office had advised not to take final action on it. Rasmussen indicated that when it comes to approval of the plan, a wide radius should be used for notification. Lenz replied there was a motion at Plan Commission to notify the Brookdale Estates Subdivision. Wagner explained that the annexing of the land does not have anything to do with the future use.

Mielke moved to approve the petition for annexation – NWA Holdings, LLC, 2221 Northwestern Avenue (082-2808-064-0995, 082-2808-071-0988, and 082-2808-071-0987, Town of Weston). Abitz seconded and the motion carried unanimously 5-0.

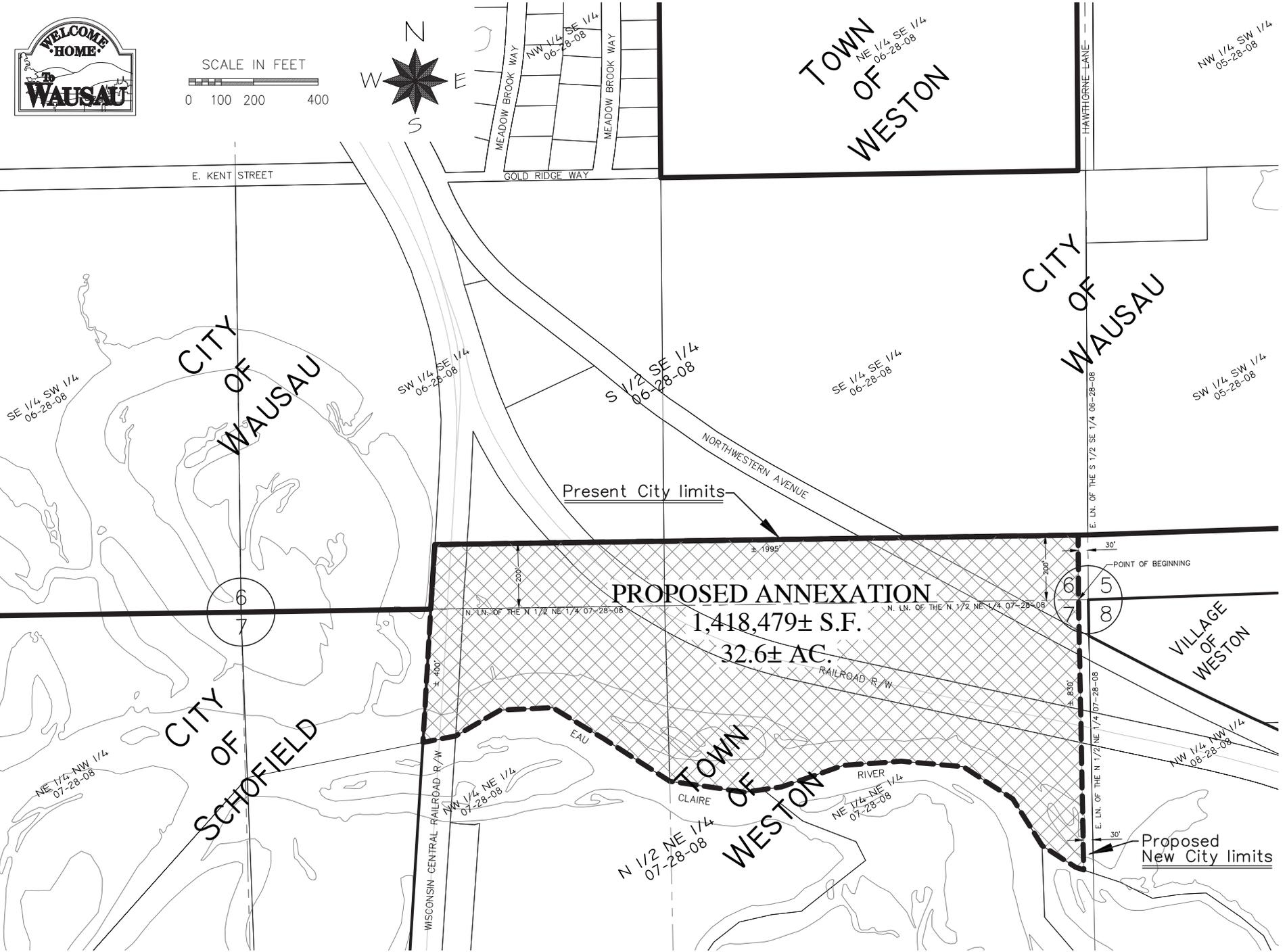


04/16/2013

P.R.NIKOLAI

PROPOSED ANNEXATION (NWA HOLDINGS LLC)

DWG FILE NAME: O:\Engineering\DWG\PROJ\0884.DWG's\0884-PropAnnex.dwg



Present City limits

PROPOSED ANNEXATION

1,418,479± S.F.

32.6± AC.

Proposed New City limits

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

Approving Amendment to Relocation Order and Map for the construction of Curling Way from its current termini north to Junction Street

Committee Action: CISM: Approved 5-0
Plan: Pending

Fiscal Impact: Real estate costs for this street construction are estimated at \$225,000. Trading property could offset some of these costs.

File Number: 12-0110

Date Introduced: May 27, 2014

WHEREAS, on January 28, 2014, the City of Wausau Common Council approved a relocation order and map for the construction of Curling Way from its current termini north to Junction Street; and

WHEREAS, during the design of the road, the alignment was shifted to minimize grading impacts to the snow dump, which could have led to the need to acquire additional property from the cemetery; and

WHEREAS, after discussing the project with the cemetery, it was discovered the cemetery's property line was incorrectly portrayed; and

WHEREAS, amending the relocation order will affect the property being dedicated by the Wausau Curling Club and changes the amount of right-of-way to be acquired from the cemetery; and

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

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

WHEREAS, your Capital Improvements and Street Maintenance Committee and Plan Commission recommend approval of the amendment of this relocation order and map; now therefore

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

1. That this Resolution, along with the attached Amendment of Relocation Order marked Exhibit "A" and map attached thereto, shall constitute an amended relocation order and map for the project in question;

2. That this Resolution is an amended relocation order in accordance with Section 32.05(1), Wisconsin Statutes, for the purpose of the within-described public improvement project and it is also a determination of necessity for the project in accordance with Section 32.07(2), Wisconsin Statutes;
3. That the City of Wausau hereby determines it is necessary and a public purpose to construct Curling Way from its current termini north to Junction Street and to that end it is necessary and a public purpose to acquire fee simple title or easements to the property interests in question, either by donation or acquisition, or by eminent domain (condemnation) if necessary;
4. That to properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the street designated on the map referenced above, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the map for the above project; that to effect this change, pursuant to authority granted under Sections 32.05 and 32.07 of the Wisconsin Statutes, the Common Council of the City of Wausau orders that:
 - a. The said street is laid out and established to the lines and widths as shown on the map.
 - b. The required lands or interests in lands as shown on the map and described on Exhibit "A" shall be acquired by eminent domain if necessary.
5. That the City Clerk is hereby directed to file a copy of this amended relocation order and map within 20 days with the County Clerk of Marathon County; and
6. That the proper City officials are hereby authorized and directed to acquire for street purposes the property interests needed for this project, as shown on the attached amended relocation order and map.

Approved:

James Tipple, Mayor

**EXHIBIT A
AMENDMENT OF RELOCATION ORDER**

PROJECT: Extension of Curling Way	SEGMENT OF ROAD: From its current termini north to Junction Street	COUNTY: Marathon
RIGHT-OF-WAY PLAT DATE:	PLAT SHEET NUMBERS:	DATES OF PREVIOUS ORDER: None

DESCRIPTION OF PROJECT:

The land required by the City of Wausau under this amendment to the relocation order and plan shall be that part of the owner's real estate referred to on this map lying within the following described parcel:

Part of the Northeast ¼ of the Southeast ¼, and part of the Southeast ¼ of the Northeast ¼, and part of the Northeast ¼ of the Northeast ¼, Section 1, Township 28 North, Range 7 East, City of Wausau, Marathon County, Wisconsin described as follows:

Commencing at the East ¼ corner of said Section 1; thence South 83°54'41" West, 407.75 feet to the existing Easterly right-of-way of Curling Way, the point of beginning;

Thence along said Easterly right-of-way and along the arc of a curve to the right having a chord bearing of North 28°27'28" West and a chord length of 32.57 feet and a radius of 150 feet; thence continuing along said Easterly right-of-way and along the arc of a curve to the left having a chord bearing of North 66°37'02" West and a chord length of 83.95 feet and a radius of 60 feet; thence North 22°51'45" West, 162.75 feet; thence along the arc of a curve to the right having a chord bearing of North 5°20'29" West and a chord length of 168.89 feet and a radius of 280.50 feet; thence North 12°10'48" East, 253.96 feet; thence along the arc of a curve to the right having a chord bearing of North 31°10'16" East and a chord length of 280.19 feet and a radius of 430.50 feet; thence along the arc of a curve to the left having a chord bearing of North 25°26'03" East, and a chord length of 140.55 feet and a radius of 168 feet, to the West line of the parcel described in the document recorded in the Office of Register of Deeds for Marathon County in Volume 118 of Deeds on Page 282; thence North 0°42'22" East, along said West line, 133.05 feet; thence along the arc of a curve to the left having a chord bearing of North 24°55'15" West and a chord length of 147.05 feet and a radius of 170 feet; thence North 50°32'52" West, 333.68 feet; thence along an arc of a curve to the right having a chord bearing of North 43°20'17" West and a chord length of 57.73 feet and a radius of 230 feet, to the Westerly line of Certified Survey Map Number 15609 recorded in the Office of Register of Deeds for Marathon County in Volume 71 of Certified Survey Maps on Page 33; thence North 16°00'08" East, along said Westerly line, 81.11 feet; thence along the arc of a curve to the left having a chord bearing of South 35°55'49" East and a chord length of 85.80 feet and a radius of 170 feet; thence South 50°32'52" East, 307.47 feet to the existing South right-of-way of Junction Street as described in Document Number 1248405 recorded in the Office of Register of Deeds for Marathon County; thence South 89°44'16" East, along said South right-of-way, 36.91, feet, to the East end of said existing Junction Street right-of-way; thence North 0°23'32" East, along said East end, 20.00 feet to the North line of said Southeast ¼ of the Northeast ¼; thence South 89°44'16" East, along said North line, 14.78 feet to said West line of the parcel described in Volume 118 on Page 282; thence South 0°42'22" West, along said West line, 65.35 feet; thence along the arc of a curve to the right having a chord bearing of South 20°27'54" East and a chord length of 166.13 feet and a radius of 230 feet, to the Westerly line of Lot 1 of Certified Survey Map Number 3862 recorded in the Office of Register of Deeds for Marathon County in Volume 14 of Certified Survey Maps on Page 160; thence South 0°42'22" West, along said Westerly line, 133.05 feet; thence along the arc of a curve to the right having a chord bearing of South 25°26'03" West and a chord length of 190.75 feet and a radius of 228 feet; thence along the arc of a curve to the left having a chord bearing of South 31°10'16" West and a chord length of 241.14 feet and a radius of 370.50 feet; thence South 12°10'48" West, 253.96 feet; thence along the arc of a curve to the left having a chord bearing of South 5°20'29" East and a chord length of 132.77 feet and a radius of 220.50 feet; thence South 22°51'45" East, 238.61 feet; thence along the arc of a curve to the left having a chord bearing of South 26°57'49" East and a chord length of 17.24 feet and a radius 120.50 feet to said existing Easterly right-of-way of Curling Way, the point of beginning.

To properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the streets designated above, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the map for the above project.

To effect this change, pursuant to authority granted under Section 62.22, Wisconsin Statutes, the City of Wausau hereby orders that:

1. The said streets are hereby laid out and established to the lines and widths as shown on the map.
2. The required lands or interests in lands as shown on the map shall be acquired by the City of Wausau, pursuant to the provisions of Chapter 32, Wisconsin Statutes.

Date Approved by Common Council:

CITY OF WAUSAU BY:

James E. Tipple, Mayor _____ Date

Toni Rayala, Clerk _____ Date

Drafted by: Brad Marquardt, Director of Public Works & Utilities
Dated: May 6, 2014

AGENDA ITEM
Discussion and possible action on an amendment to the Curling Way Relocation Order
BACKGROUND
The approved Curling Way Relocation Order has been modified during the design of the project. A shift of the road alignment was necessary to minimize grading impacts to the snow dump, which could have led to the need to acquire additional property from the cemetery. The amendment to the Relocation Order does not change the right-of-way needed from the cemetery and CN Railroad, it only affects the property owned by the Wausau Curling Club. The amended Relocation Order is included for your review.
FISCAL IMPACT
There are no increased fiscal impacts due to this amendment.
STAFF RECOMMENDATION
Staff recommends approval of the amended relocation order. This item will also go to Plan Commission before it is sent to Council.
Staff contact: Sean Gehin 715-261-6748

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: May 8, 2014, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Abitz, Gisselman, Kellbach, Mielke

Also Present: Marquardt, Wesolowski, Wagner

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

Noting the presence of a quorum, at approximately 5:30 p.m. Chairperson Rasmussen called the meeting to order.

Discussion and possible action on an amendment to the Curling Way Relocation Order

Marquardt stated the relocation order began the process of obtaining property needed for the extension of Curling Way. An amendment is not unheard of as the design process moves forward. In this case, a property line was misinterpreted. The property line for the cemetery is actually 300' to the south of where it was shown on the original relocation order. We also need an easement from the cemetery for a drainage ditch, which is a DNR requirement for water quality standards. The relocation amendment will go to Plan Commission next week and then to Council. Because of the new Council rules, the Plan Commission minutes would not be included in the Council packet. Staff is also looking for approval to put this on the Council agenda without the Plan Commission minutes. Rasmussen stated this is a revised map to something that has already been approved and if we intend to get appraisals done on time we need to move this forward.

Mielke moved to approve the amendment to the relocation order for Curling Way. Gisselman seconded and the motion carried unanimously 5-0.

DWG. FILE NAME: O:\Engineering\DWG\PROJ\0880\DWG\0880_Curling_Way_Prop_Relocation_Order_Rev3.dwg, 05/07/2014 2:08:38 PM, City of Wausau - Engineering Department, Plotted by: P.R.Nikola

Parcel Line Table		
Line #	Length	Direction
L1	407.75	S83° 54' 41"W
L2	162.75	S22° 51' 45"E
L3	253.96	S12° 10' 48"W
L4	133.05	N0° 42' 22"E
L5	333.68	S50° 32' 52"E
L6	81.11	S16° 00' 08"W
L7	307.47	N50° 32' 52"W
L8	36.91	N89° 44' 16"W
L9	20.00	S0° 23' 32"W
L10	14.78	N89° 44' 16"W
L11	65.35	S0° 42' 22"W
L12	133.05	N0° 42' 22"E
L13	253.96	N12° 10' 48"E
L14	238.61	N22° 51' 45"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	32.64	150.00	12.47	S28° 27' 28"E	32.57
C2	92.98	60.00	88.79	N66° 37' 02"W	83.95
C3	171.56	280.50	35.04	S5° 20' 29"E	168.89
C4	285.38	430.50	37.98	S31° 10' 16"W	280.19
C5	145.01	168.00	49.46	N25° 26' 03"E	140.55
C6	152.07	170.00	51.25	N24° 55' 15"W	147.05
C7	57.88	230.00	14.42	S43° 20' 17"E	57.73
C8	86.74	170.00	29.23	S35° 55' 49"E	85.80
C9	169.97	230.00	42.34	N20° 27' 54"W	166.13
C10	196.80	228.00	49.46	N25° 26' 03"E	190.75
C11	245.61	370.50	37.98	S31° 10' 16"W	241.14
C12	134.86	220.50	35.04	S5° 20' 29"E	132.77
C13	17.25	120.50	8.20	S26° 57' 49"E	17.24

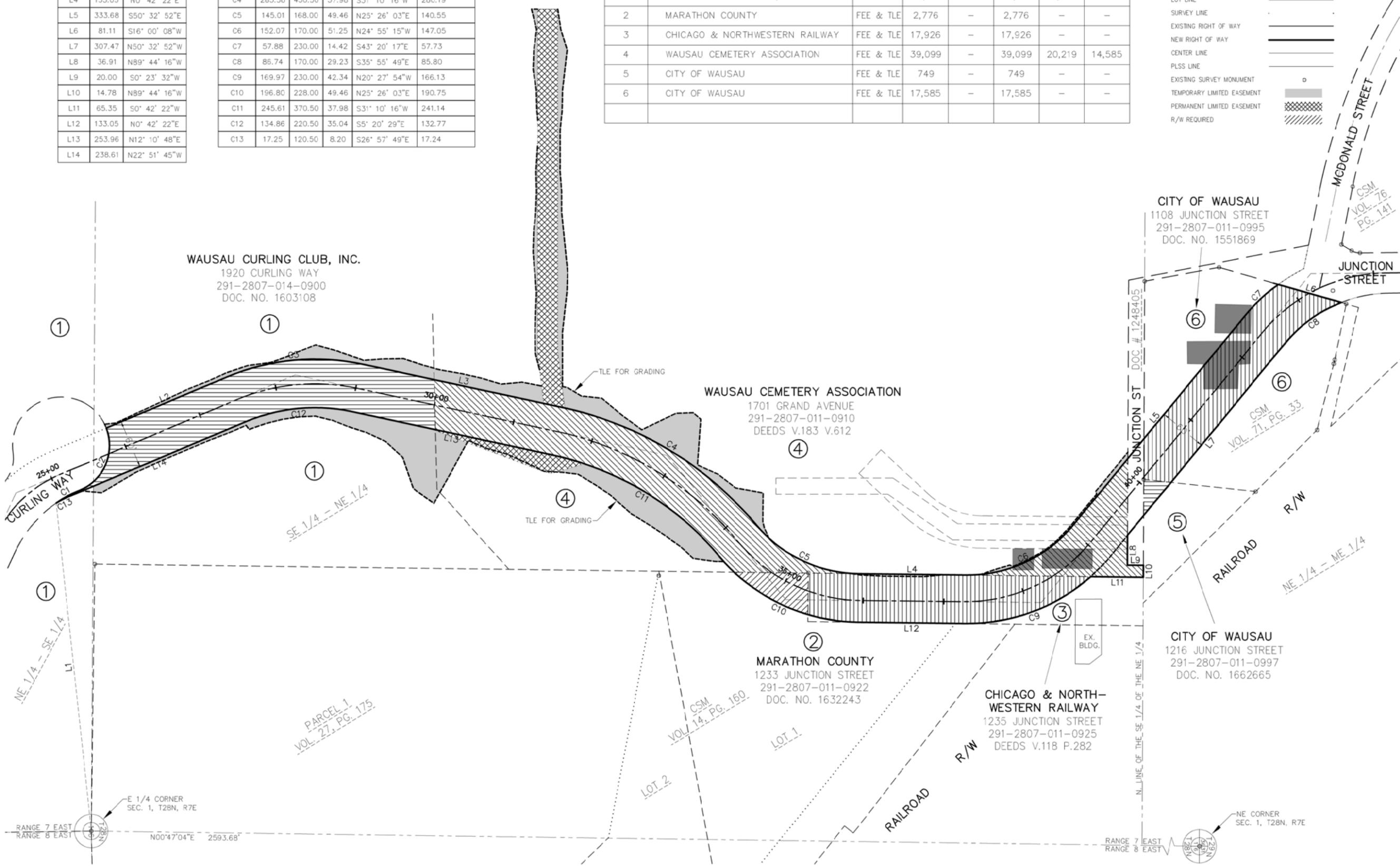
SCHEDULE OF LANDS & INTERESTS REQUIRED							
PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	R/W SF REQUIRED			TLE SF	PLE SF
			NEW	EXIST.	TOTAL		
1	WAUSAU CURLING CLUB, INC.	FEE & TLE	25,771	-	25,771	10,780	-
2	MARATHON COUNTY	FEE & TLE	2,776	-	2,776	-	-
3	CHICAGO & NORTHWESTERN RAILWAY	FEE & TLE	17,926	-	17,926	-	-
4	WAUSAU CEMETERY ASSOCIATION	FEE & TLE	39,099	-	39,099	20,219	14,585
5	CITY OF WAUSAU	FEE & TLE	749	-	749	-	-
6	CITY OF WAUSAU	FEE & TLE	17,585	-	17,585	-	-

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS.



LEGEND

- LOT LINE
- SURVEY LINE
- EXISTING RIGHT OF WAY
- NEW RIGHT OF WAY
- CENTER LINE
- PLSS LINE
- EXISTING SURVEY MONUMENT
- TEMPORARY LIMITED EASEMENT
- PERMANENT LIMITED EASEMENT
- R/W REQUIRED



CITY OF WAUSAU
Engineering Department
407 GRAND STREET WAUSAU, WI. 54403-4783
(715) 261-6740 FAX (715) 261-6759

REVISIONS

DATE	REVISIONS
05/07/2014	P.R.NIKOLA
05/07/2014	P.R.NIKOLA

ISSUED FOR

PRELIMINARY	REVIEW/APPROVAL	BIDDING/CONST.	REC. REF. DWG.	OFFICE USE
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2ND REVISION TO RELOCATION ORDER MAP
WISCONSIN STATUTES CH. 32.05 (1)
EXTENDED NORTH TO JUNCTION STREET

SHEET NO.
1
OF 2 SHEETS
FILE NUMBER
14-05-07