



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, April 14, 2015 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: **CVB - Sports Authority (Dick Barrett)**

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
15-0301		Minutes of previous meeting(s). (3/10/15)	
74-0620	P&T	Ordinance Amending Section 10.20.030 All night parking regarding restricting overnight parking during winter months.	Approved 5-0
15-0404	P&T	Ordinance Authorizing installation of stop sign for northbound traffic on N. 10th Avenue at Stowbridge Street.	Approved 4-0
15-0108	PH&S	Resolution Approving or Denying Various License as Indicated	Approved 5-0

File #	CMT	Resolutions and Ordinances	ACT
15-0403		Confirmation of Mayor's Appointments	
14-1010	PLAN	Resolution approving a conditional use at 915 Woods Place to allow for a part-time medical clinic in an existing hangar, in an R2, Single Family Residence District (Burt)	Approved 4-0
14-1010	AIR & FIN	Joint Resolution authorizing rates and fees for operation of FAA aviation medical examination service from private airport hangar, and execution of Amendment to Airport Ground Lease to allow such operation (Glenn Burt III)	Approved 6-0 Approved 5-0
93-0718	AIR	Ordinance amending Section 22.34.010 Definitions and Section 22.34.030 Specific requirements of operators, to include aviation medical examiner.	Approved 6-0
15-0405	ED	Resolution approving the transfer of Wausau Community Development Authority owned property to the City of Wausau (area west of the Dudley Tower and east of the Wisconsin River)	Approved 4-0
05-0612	ED	Resolution Accepting the response from Aspirus as satisfactorily completing the intent of the signed Development Agreement between the City and Aspirus which has leveraged \$16,516,200 in private investment in the area of their medical campus.	Approved 5-0
Suspend Rule 1(D) Transmission of Committee Business to Council for following items:			
15-0107	ED	Resolution Granting a planning option agreement to Elk Creek Architectural Group, LLC until December 31, 2015 to complete due diligence necessary to determine the physical and financial feasibility of redevelopment options.	Approved 5-0
09-0521	FIN	Resolution approving acceptance of settlement agreement for Gary R. Stein et al v. City of Wausau (Hwy. 51/U Interchange condemnation appeal, Case No. 14CV678) and related budget modification.	Pending
13-0519	P&R and CISM	Joint Resolution approving Athletic Park Development Agreement and First Amendment to Athletic Park Use Agreement	Approved 5-0 Pending
08-0609	P&R	Resolution Authorizing Temporary Easement Agreement Athletic Park Parking (Wilson-Hurd)	Approved 5-0
02-0931	WWW & FIN	Joint Resolution approving contract agreement for the Mercury Reduction Program between Marathon County Health Department and Wausau Water Works, City of Wausau	Approved 5-0 Pending

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

CLOSED SESSION pursuant to Section 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, for the purpose of conferring with legal counsel regarding pending tax litigation and related claims for excessive assessment involving:

- A. Walgreens Co. (Bridge St. and 17th Ave.) Case No. 11CV958
- B. Wisconsin Hospitality Group (Applebee's), Case No. 14CV544
- C. Financial Way, Case No. 14CV543

Claims:

Walgreens (17th Ave. and Bridge St.), Wisconsin Hospitality Group (Applebee's), Financial Way, Associated Bank, Menard, Inc., and other procedurally deficient filing.

Reconvene into open session to take action on closed session items, if necessary.

Adjournment

Signed by James E. Tipple, Mayor



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

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ADDENDUM

File #	CMT	Resolutions and Ordinances	ACT
15-0407	PLAN	Ordinance Rezoning 221-229 South 28th Avenue from IB, Interchange Business District, to R2, Single Family Residence District (St. Matthew Parish)	Approved 4-0

Adjournment

Signed by James E. Tipple, Mayor

This Revised Agenda was posted at City Hall and faxed to the Daily Herald newsroom on 4/13/2015 @ 10:30 am. Questions regarding this agenda may be directed to the City Clerk.

Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids & services. For information or to request this service, contact the City Clerk at (715) 261-6620.

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, March 10, 2015, at 7:00 pm in the Council Chambers at City Hall.
Mayor Tipple presiding.

Roll Call

03/10/2015 7:00:15 PM

Roll call indicated 11 members present.

<u>District</u>	<u>Aldersperson</u>	<u>Present</u>
1	Nagle, William P.	YES
2	Wagner, Romey	YES
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	Winters, Keene	YES
7	Rasmussen, Lisa	YES
8	Kellbach, Karen	YES
9	Oberbeck, David	YES
10	Abitz, Sherry	YES
11	Mielke, Robert	YES

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

- 1) Jeremy Ray, 207 Maple St, Mosinee, employee of City of Wausau, spoke in opposition to the provision in the 2015-2017 State Budget Bill shifting from Municipal to County Assessment and asked the Council to vote against it.
- 2) Deb Ryan, 702 Elm St, spoke regarding the Community Development Block Grant Program and getting information out to the neighborhood groups.
- 3) Bruce Bohlken, 409 Ross Ave, Chair of Citizens Advisory CDBG, encouraged Council to pass the program as recommended by the committee.

Communications and Committee Reports

- 1) Wagner asked the Council members go through the chairpersons of standing committees or the Mayor's Office when requesting work from staff members.
- 2) Nagle questioned if there was going to be some kind of traffic control on Grand Avenue where the new Kwik Trip was being constructed to prevent accidents and delays in that area from traffic entering and exiting. Winters suggested taking the item off the Consent Agenda to discuss it further.

Consent Agenda

03/10/2015 7:13:49 PM

Motion by Nutting, second by Neal to adopt all items on the Consent Agenda as presented:

Mayor Tipple stated file #15-0304 and 15-0305 will be removed from the Consent Agenda.

14-0101 Minutes of previous meetings. (1/27/15)

14-0201 Minutes of previous meetings. (2/10/15)

14-1204 Final Joint Resolution of the Capital Improvements and Street Maintenance Committee and the Plan Commission vacating and discontinuing a portion of existing Curling Way cul-de-sac.

15-0307 Ordinance of the Parking and Traffic Committee authorizing removal of stop sign on Mary Street at Lakeview Court and authorizing installation of stop sign on Lakeview Court at Mary Street.

15-0308 Ordinance of the Parking and Traffic Committee repealing 15-minute passenger loading and unloading zone on the west side of the 600 block of South 7th Avenue beginning at a point 38 feet south of Garfield Avenue and extending south 61 feet and designating 15-minute parking on the west side of the 600 block of South 7th Avenue beginning at a point 38 feet south of Garfield Avenue and extending south to the railroad tracks.

74-0620 Ordinance of the Parking and Traffic Committee Amending Section 10.20.030 All night parking to include no overnight parking in the 500 and 600 blocks of S. 6th and S. 7th Avenues between Stewart Avenue and Pardee Street.

15-0108 Resolution of the Public Health & Safety Committee approving or denying various licenses as indicated.

Yes Votes: 11 No Votes: 0 Result: PASS

15-0304

03/10/2015 7:15:50 PM

Motion by Nutting, second by Mielke to approve a Resolution of the Capital Improvements and Street Maintenance Committee approving Agreement for the Management and Maintenance of a Stormwater facility (Kwik Trip - 308 Grand Avenue)

Nagle stated he did not oppose the project; he just wanted to know what the traffic plan was. Wesolowski stated at this time the staff has not looked at the access for the Kwik Trip or the driveways on Grand Avenue.

Yes Votes: 11 No Votes: 0 Result: PASS

15-0305

03/10/2015 7:18:50 PM

Motion by Nutting, second by Neal to adopt a Resolution of the Plan Commission approving a conditional use at 602 E. Kent Street to allow for signs, including sponsorship signs, for the Marathon County Complex, in an R3, Two Family Residence.

Neal stated it was his understanding if we were going to put sponsorship signs in the parks it could require a change of a city ordinance. He stated the sponsorship committee that we are instituting has a fiscal impact of \$60,000 and questioned if dollars come to the city through this sponsorship will apply to that. He asked that the information regarding the method of enlisting sponsors, who's heading it up and the costs be passed on to him. Tipple suggested he continue that discussion with the Park Department.

Yes Votes: 11 No Votes: 0 Result: PASS

14-0411

03/10/2015 7:20:36 PM

Motion by Rasmussen, second by Abitz to approve a Joint Resolution of the Capital Improvements and Street Maintenance and the Plan Commission placing land on Official City Map - Bridge Street from Westwood Drive to 28th Avenue and Pine Ridge Boulevard from Plaza Drive to Bridge Street.

Yes Votes: 11 No Votes: 0 Result: PASS

11-1214

03/10/2015 7:21:12 PM

Motion by Gisselman, second by Rasmussen to adopt a Resolution of the Economic Development Committee approving 2015 Riverfront Redevelopment Project and Authorization to let bids.

Yes Votes: 11 No Votes: 0 Result: PASS

Suspend Rule 1(D)

03/10/2015 7:22:00 PM

Motion by Neal, second by Nutting to suspend rule 1(D) Transmission of Committee Business to Council. (needs 2/3 of council 8 votes)

Yes Votes: 11 No Votes: 0 Result: PASS

03-1007

03/10/2015 7:31:34 PM

Motion by Wagner, second by Kellbach to adopt a Resolution of the Finance Committee approving the 2015 Community Development Block Grant Program Budget.

Yes Votes: 11 No Votes: 0 Result: PASS

15-0306 to table

03/10/2015 8:14:39 PM

Motion by Mielke, second by Abitz to table the Resolution of the Finance Committee supporting the Provision in the 2015-2017 State Budget Bill shifting from Municipal to County Assessment, until we have more facts.

Nan Giese, City Assessor, stated she was present to ask the Council to oppose the budget bill as it is currently written for many reasons as provided in the Council packet. She pointed out we have the League of Wisconsin Municipalities, the County Association and the Towns Association has voted against this portion of the budget bill as written. She noted there is currently no contract assessor out there that is able to handle a county the size of Marathon County. She indicated the budget bill is telling you that you will save 5% off the top because you will only be charged 95% of what you currently pay for your assessment services, but they need to understand there are some services they will lose. There are things the Assessment Department does that they will have to replace. She explained Assessment works with Community Development to review appraisals of homes as well as values properties for Habitat for Humanity. We provide information on the number of units to the Inspections Department for the Residential Rental Licensing and

we do the listing for the county in regard to new subdivisions, annexations, etc. A contract assessor will charge extra for every parcel that is picked up. She stated we will also lose the revenue from contracting with Schofield. She stated there are too many unknowns and asked them to at least table the resolution, if not oppose it, until there is more information and they know exactly what they are getting. If the budget bill passes, she requested the City of Wausau opt out of it, as a Second Class City. She felt they should not rush on the issue, but to wait and gather more information. *(Lengthy discussion followed.)*

Winters commented the safety valve is that we can opt out any time and marching this process forward is to get these other jurisdictions to get their act together benefits Wausau. He was concerned about the League of Municipalities position because there are 595 villages and cities in Wisconsin and we are the 17th largest and right at the bottom of Class 2 cities. He indicated he supported the resolution because we need a level playing field. Giese reiterated the Council needs to step back and take time to get more information and have further discussion before sending forth a resolution.

Wagner felt this was an opportunity for the city to opt out and become a contractor for the county

Yes Votes: 7 No Votes: 4 Abstain: 0 Not Voting: 0 Result: PASS

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Nagle, William	NO
2	Wagner, Romey	NO
3	Nutting, David E.	NO
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	Winters, Keene	NO
7	Rasmussen, Lisa	NO
8	Kellbach, Karen	NO
9	Oberbeck, David	NO
10	Abitz, Sherry	YES
11	Mielke, Robert	YES

15-0306

03/10/2015 8:15:12 PM

Motion by Neal, second by Abitz to adopt a Resolution of the Finance Committee supporting the Provision in the 2015-2017 State Budget Bill shifting from Municipal to County Assessment.

Yes Votes: 10 No Votes: 1 Abstain: 0 Not Voting: 0 Result: PASS

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Nagle, William	YES
2	Wagner, Romey	YES
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	NO
6	Winters, Keene	YES
7	Rasmussen, Lisa	YES
8	Kellbach, Karen	YES
9	Oberbeck, David	YES
10	Abitz, Sherry	YES
11	Mielke, Robert	YES

Closed Session

03/10/2015 8:19:46 PM

Motion by Rasmussen, second by Nutting to move into CLOSED SESSION pursuant to Section 19.85(1)(e),(g) for the purpose of considering the investing of public funds which for competitive reasons requires a closed session, and for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, including discussion regarding status of litigation involving settlement offer in Gary R. Stein et al v. City of Wausau (HWY 51/U Interchange Condemnation appeal, Case No. 14CV678) and discussion regarding discussions with adjoining municipalities regarding terms of cooperative agreement concerning the possible dissolution/financial status of the Village of Brokaw.

Yes Votes: 10 No Votes: 1 Abstain: 0 Not Voting: 0 Result: PASS

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
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1	Nagle, William	YES
2	Wagner, Romey	YES
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	Winters, Keene	NO
7	Rasmussen, Lisa	YES
8	Kellbach, Karen	YES
9	Oberbeck, David	YES
10	Abitz, Sherry	YES
11	Mielke, Robert	YES

Meeting adjourned in Closed Session.

James E. Tipple, Mayor
Toni Rayala, City Clerk

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

ORDINANCE OF PARKING & TRAFFIC COMMITTEE

Amending Section 10.20.030 All night parking regarding restricting overnight parking during winter months

Committee Action: Approved 5-0

Ordinance Number:

Fiscal Impact: None

File Number: 74-0620

Date Introduced: April 14, 2015

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

Delete (———)

Section 1. That Section 10.20.030 All night parking is hereby amended to read as follows:

10.20.030 All night parking.¹ (a) ~~No person shall park a vehicle on any street between 2:30 a.m. and 6:00 a.m. from December 1 through March 31.~~ Between the hours of 2:30 a.m. and 6:00 a.m., alternate side parking regulations shall be in effect on all streets in the city ~~from April 1 through November 30,~~ with the exception of paragraph (b). All vehicles shall be parked only on the even-numbered side of the street on even-numbered calendar days, and only on the odd side of the street on odd-numbered calendar days, unless otherwise posted or exempted in this ordinance. No person shall park, stop, or leave standing any vehicle in violation of this subsection.

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

Section 3. This ordinance shall be in full force and effect on the day after its publication.

Adopted:
Approved:
Published:
Attest:

Approved:

James E. Tipple, Mayor

Attest:

Toni Rayala, Clerk

Parking and Traffic Committee Meeting Minutes

Date of Meeting: Thursday, February 19, 2015 at 5:15pm, in the Birch Room at City Hall
Members Present: Abitz{C}, Winters {VC}, Kellbach, Mielke, Nutting
Others Present: Lt. Pekarske, Alfonso, Wesolowski, Friday, Sue Nowak, Kristine McCaslin

In accordance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. It was noted that there was a quorum present and the meeting was called to order by Vice Chairperson Winters at 5:20 pm.

(4) Discussion and possible action: Changes to the ordinance restricting overnight parking during the winter months (W.M.C. 10.20.030) and/or changes to the penalty amount for violations of this ordinance (W.M.C. 10.01.080)

***Agenda item discussed out of order**

Discussion:

Lt. Pekarske directed the committee to the staff report and summary of overnight parking regulations of most major metropolitan areas in Wisconsin. He noted that the most common solution to overnight parking in the winter months in other municipalities is to allow alternate side parking. He stated that this solution would also benefit DPW with planning of snow removal operations. Also, this system would make enforcement less complicated and time consuming and would be easier for the public to understand because it would be a consistent policy year round.

He recommends changing the overnight parking to alternate side parking during the winter months, which would essentially make our ordinance an even/odd system year-round. Lt. Pekarske recommended no changes to the fine structure for overnight parking as our current fine amount is consistent with our municipalities throughout the state.

Alfonso noted that another benefit would be that we could include the Snow Emergency information on the new signage that is currently lacking on the current signs.

After further discussion and clarification of the current overnight parking rules in winter, the committee agreed that this change should be implemented.

Motion by Winters, second by Nutting to adopt alternate side overnight parking year round.

Motion carried 5-0.

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

ORDINANCE OF PARKING & TRAFFIC COMMITTEE

Authorizing installation of stop sign for northbound traffic on N. 10th Avenue at Strowbridge Street

Committee Action: Approved 4-0

Ordinance Number:

Fiscal Impact: Minimal cost and time to install sign

File Number: 15-0404

Date Introduced: April 14, 2015

WHEREAS, your Parking and Traffic Committee examined the need and recommends the installation of a stop sign for northbound traffic on N. 10th Avenue at Strowbridge Street.

NOW, THEREFORE, the Common Council of the City of Wausau do ordain as follows:

Section 1. That pursuant to Section 10.01.025 of the Wausau Municipal Code the stop sign inventory maintained by the GIS department and on file in the City Clerk's office shall be amended to include:

Stop sign at N. 10th Avenue and Strowbridge Street (northbound)

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

James E. Tipple, Mayor

Attest:

Toni Rayala, Clerk

Parking and Traffic Committee Meeting Minutes

Date of Meeting: Thursday, March 19, 2015 at 5:15pm, in the Birch Room at City Hall
Members Present: Abitz{C}, Winters {VC}, Kellbach, Mielke (Nutting absent)
Others Present: Lt. Pekarske, Alfonso, Wesolowski, Friday, Dan & Jodi Hansen

In accordance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. It was noted that there was a quorum present and the meeting was called to order by Chairperson Abitz at 5:20 pm.

(3) Discussion and possible action: On the installation of a stop sign for northbound traffic on N. 10th Avenue at Strowbridge Street.

Discussion:

Wesolowski indicated that he received a call from a resident who lives on 10th Ave. and is concerned that this is a dangerous intersection because there is only one stop sign.

Lt. Pekarske stated that this is one of the last intersections in the City that is not completely traffic controlled in one direction.

The committee also discussed other possible locations for placement of stop signs in this area.

Wesolowski said that since most traffic is going west on Strowbridge and turning left it would make the most sense to keep that traffic flowing and put the stop sign on N. 10th Ave.

Motion by Winters, second by Mielke to install a stop sign for northbound traffic on N. 10th Avenue at Strowbridge Street.

Motion carried 4-0

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving or Denying Various Licenses as Indicated

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 15-0108

Date Introduced: April 14, 2015

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its March 16, 2015 meeting and has made recommendations that are attached hereto in the meeting minutes and recommends these actions to the Council for its approval, now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the City Clerk be hereby authorized to issue the licenses on the attached list, incorporated as part of this resolution, according to recommendations made by the Public Health & Safety Committee and upon successful completion and acceptable proof that all applicable state and municipal regulations and requirements have been met by the applicants.

Approved:

James E. Tipple, Mayor

CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE

March 16, 2015 Meeting

AGENDA ITEM

Approve or deny various licenses as indicated on the attached summary report of all applications received.

ADDITIONAL INFORMATION

Applications as listed have or will have a background check run by staff and reviewed by the Police Chief or his designee. Applications marked pending will have a status update at the meeting. In accordance with city ordinance, **all permits approved are held for debts owed to the city until the debt is paid in full.**

1. One Operator's License was recommended for denial for Amber Piette due to Felony convictions in 2007 - Manufacture/Delivery Narcotics; 2012 - OWI conviction, and 2014 - OWI Controlled Substance.
2. Two renewals for One Year Mobile Vendors: Carlie and Company, LLC and Urban Street Bistro, LLC; and Class B Retailer Picnic License applications for summer events.
3. Class I Special Event Applications for the 2015 season submitted by Wausau Events and Holy Name of Jesus Parish Summerfun 2015. Class II Events: Caribbean Market, Wausau Family Bike Safety Day, Black Lives Matter, and Event for Equality is being brought back to this meeting for discussion with the organizer..
4. There are several Pet Fancier Permit applications. (Hard copies in packets)

STAFF RECOMMENDATION

Staff recommendation is to approve or deny as indicated on the summary report including those that may be introduced at the meeting. Please let me know if you have any question regarding any license applications listed.

Mary Goede, Deputy Clerk

Date of Report: March 12, 2015

(715) 261-6621

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, March 16, 2015, at 5:15 pm, (Council Chambers)

Members Present: Rasmussen (C), Wagner, Gisselman, Kellbach, Neal

Others Present: Alfonso, Hardel, Kujawa, Rayala, Groat, Tipple, Goede, Lindsey Lewitzke

Consider various license applications.

Rasmussen stated all of the special event applications for Wausau Events 2015 season were in the packets. She indicated the Event for Equality is being pulled out and deferred to the April meeting as the organizer was unable to attend this meeting.

Rasmussen stated Amber Piette's application for an Operator's License was recommended for denial by Chief Hardel; it was noted Amber was not present to address the committee.

Motion by Wagner, second by Neal to approve or deny the various licenses as recommended by staff. Motion carried 5-0.

HEALTH AND SAFETY LIST
 ALL LICENSES
 MARCH 16, 2015

 REPORT ID: LRS530I
 RUN DATE: 4/07/15
 RUN TIME: 10:56:30

<u>NAME</u> <u>ADDRESS</u>	<u>RECORD</u> <u>YEAR</u>	<u>APPLICATION</u> <u>DATE</u>	<u>EVENT START</u> <u>DATE</u>	<u>EXPIRATION</u> <u>DATE</u>	<u>REVOCAATION</u> <u>DATE</u>	<u>BUSINESS NAME</u>	<u>LICENSE TYPE</u>	<u>APR</u>	<u>DEN</u>	<u>PEN</u>	<u>OWES</u> <u>DEBT</u>
WISCONSIN COLLEGE BASEBALL LLC PO BOX 6157 WAUSAU, WI 54402-6157	2015	3/27/2015	4/15/2015	10/15/2015		WISCONSIN WOODCHUCKS	CLASS B BEER & LIQUOR 1/2	___	___	___	___
HOLY NAME OF JESUS PARISH 1104 S 9TH AVE WAUSAU, WI 54401	2015	2/24/2015	6/05/2015	6/07/2015		SUMMERFUN 2015	TEMP CLASS B RETAILER	___	___	___	___
MID STATE SISTERS OF SKATE 222 RADTKE ST SCHOFIELD, WI 54476	2015	2/24/2015	4/25/2015	4/25/2015		ROLLER DERBY BOUT	TEMP CLASS B RETAILER	___	___	___	___
MID STATE SISTERS OF SKATE 222 RADTKE ST SCHOFIELD, WI 54476	2015	2/24/2015	7/18/2015	7/19/2015		UFFDA PALOOZA	TEMP CLASS B RETAILER	___	___	___	___
NEWMAN CATHOLIC SCHOOLS BOOSTE ATTN: JILL MABRY 1130 W BRIDGE ST WAUSAU, WI 54401	2015	3/09/2015	4/11/2015	4/11/2015		CABIN FEVER	TEMP CLASS B RETAILER	___	___	___	___
ST ANNE'S CATHOLIC CHURCH 710 N 6TH AVE WAUSAU, WI 54401	2015	2/26/2015	6/19/2015	6/21/2015		ST ANNE'S CATHOLIC C	TEMP CLASS B RETAILER	___	___	___	___
WAUSAU STETTIN LIONSCLUB INC PO BOX 414 WAUSAU, WI 54402-0414	2015	2/16/2015	8/04/2015	8/09/2015		WAUSAU STETTIN LIONS	TEMP CLASS B RETAILER	___	___	___	___
ADAMCZAK, NICOLE R 3503 STERNBERG AVE APT 8 WESTON, WI 54476	2014	2/26/2015		6/30/2015		TOBACCO OUTLET PLUS	OPERATOR NEW	___	___	___	___
ALWIN, CHRISTIAN S 1409 GRAHAM ST WAUSAU, WI 54401	2014	2/20/2015		6/30/2015		MILWAUKEE BURGER COM	OPERATOR NEW	___	___	___	___
BERG, SAMANTHA R 1808 MILWAUKEE AVE WAUSAU, WI 54403	2014	2/10/2015		6/30/2015		WALGREEN'S STORE #07	OPERATOR NEW	___	___	___	___
FENHAUS, SHANNON L 6300 BIRCH ST LOT 98 SCHOFIELD, WI 54476	2014	3/06/2015		6/30/2015		KWIK TRIP #601	OPERATOR NEW	___	___	___	___
GEURINK, JESSICA L 907 S 14TH AVE WAUSAU, WI 54401	2014	3/02/2015		6/30/2015		TRIG'S WAUSAU	OPERATOR NEW	___	___	___	___
KLEINSCHMIDT, KELI A 2817 POLZER DR WAUSAU, WI 54401	2014	3/04/2015		6/30/2015		WHISKEY RIVER BAR &	OPERATOR NEW	___	___	___	___

HEALTH AND SAFETY LIST
 ALL LICENSES
 MARCH 16, 2015

 REPORT ID: LRS530I
 RUN DATE: 4/07/15
 RUN TIME: 10:56:30

<u>NAME</u> <u>ADDRESS</u>	<u>RECORD</u> <u>YEAR</u>	<u>APPLICATION</u> <u>DATE</u>	<u>EVENT START</u> <u>DATE</u>	<u>EXPIRATION</u> <u>DATE</u>	<u>REVOCAATION</u> <u>DATE</u>	<u>BUSINESS NAME</u>	<u>LICENSE TYPE</u>	<u>APR</u>	<u>DEN</u>	<u>PEN</u>	<u>OWES</u> <u>DEBT</u>
KRETSCHMER, TANNER J 1014 N 4TH AVE WAUSAU, WI 54401	2014	3/09/2015		6/30/2015		WAUSAU BP	OPERATOR NEW	___	___	___	___
LAKE, JODIE E 4311 SCHOFIELD AVE LOT 36 WESTON, WI 54476	2014	3/10/2015		6/30/2015		VFW BURNS POST 388	OPERATOR NEW	___	___	___	___
LAPSENBERG HANRAHAN , JACOB T N5329 HWY 17 GLEASON, WI 54435	2014	3/09/2015		6/30/2015		R STORE #7	OPERATOR NEW	___	___	___	___
LEWIS, AMANDA J 707 GRAND AVE WAUSAU, WI 54403	2014	3/11/2015		6/30/2015		BMW FUEL MART	OPERATOR NEW	___	___	___	___
MEYER, DESMARIEGH A 4311 SCHOFIELD AVE #18 SCHOFIELD, WI 54476	2014	2/25/2015		6/30/2015		ITS OUR CLUBHOUSE	OPERATOR NEW	___	___	___	___
MONROE, TERRENCE L 6300 BIRCH ST #46 WESTON, WI 54476	2014	3/09/2015		6/30/2015		ITS OUR CLUBHOUSE	OPERATOR NEW	___	___	___	___
MOSS, MARLANA J 726 1/2 WASHINGTON ST WAUSAU, WI 54403	2014	2/24/2015		6/30/2015		THE GLASS HAT	OPERATOR NEW	___	___	___	___
MOUA, TOUA 122 S 2ND AVE WAUSAU, WI 54401	2014	2/26/2015		6/30/2015		VARIOUS LICENSES	OPERATOR NEW	___	___	___	___
PARKMAN, BRITTANY A 920 GRAND AVE APT 4 WAUSAU, WI 54403	2014	3/05/2015		6/30/2015		GREENWOOD HILLS	OPERATOR NEW	___	___	___	___
PIETTE, AMBER R 980 E ROBIN LANE SHAWANO, WI 54166	2014	2/26/2015		6/30/2015		ITS OUR CLUBHOUSE	OPERATOR NEW	___	___	___	___
RIEMER, CHRISTIN R 321 ELM STREET ATHENS, WI 54411	2014	3/05/2015		6/30/2015		NOODLES & COMPANY	OPERATOR NEW	___	___	___	___
SAGE, MATTHEW N 2682 COUNTY ROAD Y ANIWA, WI 54408	2014	3/06/2015		6/30/2015		WAUSAU BP	OPERATOR NEW	___	___	___	___
SAYLERS-LEE, SAMANTHA M 132 CHARLES ST SCHOFIELD, WI 54476	2014	2/27/2015		6/30/2015		ITS OUR CLUBHOUSE	OPERATOR NEW	___	___	___	___

HEALTH AND SAFETY LIST
 ALL LICENSES
 MARCH 16, 2015

 REPORT ID: LRS530I
 RUN DATE: 4/07/15
 RUN TIME: 10:56:30

<u>NAME</u> <u>ADDRESS</u>	<u>RECORD</u> <u>YEAR</u>	<u>APPLICATION</u> <u>DATE</u>	<u>EVENT START</u> <u>DATE</u>	<u>EXPIRATION</u> <u>DATE</u>	<u>REVOCAION</u> <u>DATE</u>	<u>BUSINESS NAME</u>	<u>LICENSE TYPE</u>	<u>APR</u>	<u>DEN</u>	<u>PEN</u>	<u>OWES</u> <u>DEBT</u>
SCHILL, KASEY L 6820 BLUEBERRY LN WAUSAU, WI 54401	2014	3/06/2015		6/30/2015		ITS OUR CLUBHOUSE	OPERATOR NEW	___	___	___	___
SUGIMOTO, VERNON R 3005 BELLFLOWER ST WAUSAU, WI 54401	2014	3/02/2015		6/30/2015		VARIOUS	OPERATOR NEW	___	___	___	___
FENHAUS, FRED 1402 N 13TH ST WAUSAU, WI 54403-5170	2015	2/16/2015	8/04/2015	8/09/2015		WAUSAU STETTIN LIONS	OPERATOR TEMPORARY	___	___	___	___
KURTZWEIL, JODI F 817 HENRIETTA ST WAUSAU, WI 54403	2015	2/24/2015	6/05/2015	6/07/2015		SUMMERFUN 2015	OPERATOR TEMPORARY	___	___	___	___
BRIDENHAGEN, DANIELLE M 2310 BUCKHORN AVE SCHOFIELD, WI 54476	2014	3/05/2015		6/30/2016		GREENWOOD HILLS	OPERATOR - LAPSED RENEWAL	___	___	___	___
DOUGHERTY, DANIEL B 3842 WOODLAND RIDGE RD WAUSAU, WI 54403	2014	2/11/2015		6/30/2016		VARIOUS	OPERATOR - LAPSED RENEWAL	___	___	___	___
EDGAR, ASHLEY C 823 1/2 LINCOLN AVE WAUSAU, WI 54403	2014	2/12/2015		6/30/2016		THE GREAT DANE PUB &	OPERATOR - LAPSED RENEWAL	___	___	___	___
LEMAY, LORI J 628 BERTHA ST WAUSAU, WI 54403	2014	2/27/2015		6/30/2016		PICK 'N SAVE #6405	OPERATOR - LAPSED RENEWAL	___	___	___	___
CARLIE AND COMPANY, LLC 925 BROADWAY AVENUE WAUSAU, WI 54403	2015	3/05/2015	4/01/2015	3/31/2016		CARLIE AND COMPANY	MOBILE VENDOR - 1 YEAR	___	___	___	___
URBAN STREET BISTRO LLC 919 EDGEWOOD RD WAUSAU, WI 54403	2015	3/11/2015	4/01/2015	3/31/2016		URBAN STREET BISTRO	MOBILE VENDOR - 1 YEAR	___	___	___	___
DIGMAN, NICHOLE 624 NINA AVE WAUSAU, WI 54403	2015	3/06/2015	3/17/2015	12/31/2015		NICHOLE DIGMAN	PET FANCIER PERMIT	___	___	___	___
FERRIS, MARTIN J 227 N 7TH AVENUE WAUSAU, WI 54401	2015	2/20/2015	3/17/2015	12/31/2015		MARTIN & JENNIFER FE	PET FANCIER PERMIT	___	___	___	___
FOOTE, CARL & DAWN C 1526 N 2ND AVE WAUSAU, WI 54401	2015	3/11/2015	3/17/2015	12/31/2015		CARL & DAWN FOOTE	PET FANCIER PERMIT	___	___	___	___
HITE, MYLA D 4141 BRIARWOOD AVENUE WAUSAU, WI 54403	2015	2/16/2015	1/01/2015	12/31/2015		MYLA HITE/JEN SISK	PET FANCIER PERMIT	___	___	___	___

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KERSTEN, KELLY 702 JEFFERSON ST WAUSAU, WI 54403	2014	2/25/2015	3/17/2015	12/31/2015		KELLY KERSTEN	PET FANCIER PERMIT	___	___	___	___
KHAMMANIVANG, HEATHER 1508 PEARSON STREET WAUSAU, WI 54401	2015	2/17/2015	3/17/2015	12/31/2015		HEATHER KHAMMANIVANG	PET FANCIER PERMIT	___	___	___	___
MANOWSKI, ROBERT F 2904 GLENDALE AVE WAUSAU, WI 54401	2015	3/11/2015	3/17/2015	12/31/2015		ROBERT MANOWSKI	PET FANCIER PERMIT	___	___	___	___
HOLY NAME OF JESUS PARISH 1104 S 9TH AVE WAUSAU, WI 54401	2015	2/24/2015	6/05/2012	6/07/2015		SUMMERFUN 2014	SPECIAL EVENT CLASS 1	___	___	___	___
WAUSAU EVENTS 316 SCOTT ST WAUSAU, WI 54403	2015	2/04/2015	5/29/2015	5/29/2015		FRONTIER FEST	SPECIAL EVENT CLASS 1	___	___	___	___
WAUSAU EVENTS 316 SCOTT ST WAUSAU, WI 54403	2015	2/04/2015	6/19/2015	6/21/2015		SUMMER KICKOFF WEEKE	SPECIAL EVENT CLASS 1	___	___	___	___
WAUSAU EVENTS 316 SCOTT ST WAUSAU, WI 54403	2015	2/17/2015	6/17/2015	8/19/2015		CONCERTS ON THE SQUA	SPECIAL EVENT CLASS 1	___	___	___	___
WAUSAU EVENTS 316 SCOTT ST WAUSAU, WI 54403	2015	2/17/2015	7/09/2015	7/12/2016		BALLOON RALLY / RIB	SPECIAL EVENT CLASS 1	___	___	___	___
WAUSAU EVENTS 316 SCOTT ST WAUSAU, WI 54403	2015	2/17/2015	6/26/2015	8/28/2015		SCREEN ON THE GREEN	SPECIAL EVENT CLASS 1	___	___	___	___
WAUSAU EVENTS 316 SCOTT ST WAUSAU, WI 54403	2015	2/17/2015	8/14/2015	8/15/2015		BIG BULL FALLS BLUES	SPECIAL EVENT CLASS 1	___	___	___	___
WAUSAU EVENTS 316 SCOTT ST WAUSAU, WI 54403	2015	2/17/2015	10/03/2015	10/30/2015		HARVEST FEST	SPECIAL EVENT CLASS 1	___	___	___	___
WAUSAU EVENTS 316 SCOTT ST WAUSAU, WI 54403	2015	2/17/2015	12/04/2015	12/04/2015		HOLIDAY PARADE 2015	SPECIAL EVENT CLASS 1	___	___	___	___
WAUSAU EVENTS 316 SCOTT ST WAUSAU, WI 54403	2015	3/04/2015	6/18/2015	9/17/2015		MARKETPLACE THURSDAY	SPECIAL EVENT CLASS 1	___	___	___	___
WAUSAU EVENTS 316 SCOTT ST WAUSAU, WI 54403	2015	3/06/2015	8/21/2015	8/21/2015		ROCK THE 400 BLOCK	SPECIAL EVENT CLASS 1	___	___	___	___

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

RESOLUTION OF THE PLAN COMMISSION

Approving a conditional use at 915 Woods Place to allow for a part-time medical clinic in an existing hangar, in an R2, Single Family Residence District (Burt)

Committee Action: Approved 4 - 0

Fiscal Impact: None.

File Number: 14-1010

Date Introduced: April 14, 2015

WHEREAS, on February 17, 2014, the Plan Commission met to consider a request from Glen Burt for a conditional use permit for 915 Woods Place to allow for a part-time medical clinic;

WHEREAS, the proposed use would be located in an existing hangar, with the exterior changing minimally except for the addition of a small sign; and

WHEREAS, the proposed use would minimally increase traffic to the airport, with an expected increase of three to five extra flights into the airport per month, and one extra car per week; and

WHEREAS, the use will operate by appointment on 14y; and

WHEREAS, none of the neighboring properties spoke in opposition to the proposed use; now therefore

BE IT RESOLVED that the Common Council of the City of Wausau hereby approves a conditional use at, 915 Woods Place to allow for a part-time medical clinic in an existing hangar, as presented.

Approved:

James E. Tipple, Mayor

PLAN COMMISSION

Time and Date: The Plan Commission met on February 17, 2015, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Oberbeck, Gisselman, Bohlken, Rosenberg

Others Present: Lenz, DeSantis, Chmiel, Gehin, Burt

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

In the absence of Mayor Tipple, Brad Lenz called the meeting to order at approximately 5:00 p.m. noting that a quorum was present.

Item #2 PUBLIC HEARING: Approve a conditional use at 915 Woods Place to allow for a part-time medical clinic in an existing hangar, in an R2, Single Family Residence District.

The public hearing was opened by Lenz.

Dr. Glenn Burt, 9033 N. 28th Avenue, Merrill, WI (the petitioner) asked that this item be approved so he can utilize the hangar to conduct flight physicals for pilots.

John Chmiel, Manager of the Airport indicated that this issue passed at the Airport Committee with one dissenting vote. At approval, one request came from members that hangar tenants have the opportunity to be informed and attend this Public Hearing. Some of the tenants are here today. Chmiel said the Airport Committee meets the 2nd Wednesday of the Month and he would like to know if this vote whether it passes or not could be contingent on how the Airport Committee feels about it at their next meeting. Rosenberg said he doesn't believe a contingent approval can be done. Rosenberg asked if by viewing the hangar would the public know that this private hangar is different from the others. Dr. Burt said there would be a small sign outside the hangar.

Sydney Cohen, 705 Kent Street, is a hangar tenant and is in favor of this conditional use. This would be very convenient for pilots to have a physician on the field and bring in other pilots to the airport.

Rick Cole, Marathon, is in favor of this conditional use. All physicals for pilots are necessary and he supports this 100%.

Robert Star, Weston, is an active pilot and tenant, and he agrees that Dr. Burt should be able to do this. It would bring in revenue for the Airport and this would be a great asset to the Airport and the community.

John Chmiel is concerned about how parking would be handled and how Dr. Burt's customers would gain access to his hangar since it is located in a secure area. There is a pedestrian gate directly behind Dr. Burt's hangar. Parking could be done in the parking area of the airport. He is not in favor of allowing all customers have an access code as it defeats the purpose of the secured area. He would suggest that Dr. Burt give temporary access to customers on a one-on-one basis through the pedestrian gate.

No one else wished to speak to this issue; therefore the public hearing was closed.

Lenz clarified that the petition this evening is to allow a conditional use which is a zoning issue within the city. Public notices went out to neighbors and being that the Airport is one property, they received one notice, even though there are multiple hangars on the property. There were no objections to the proposed use from neighboring properties. Lenz said that zoning is mainly concerned about effects to surrounding property and the general public, including potential for future development. This conditional use doesn't look to be problematic from a zoning viewpoint and he recommends that it be approved. He said if there are other issues that need to be discussed internal to the airport, he thinks that is outside the purview of this commission.

DeSantis asked if an architect has been hired due to a change in use of this hangar. Burt said that no architect has been hired because the tenant lease doesn't require it. DeSantis stated that anytime you make a modification of a commercial building you need to submit plans for approval. The plans would need a complete review to make sure they meet the requirements of a hangar and a medical facility. Detailed plans should be submitted to the Inspections Department. Discussion followed.

A motion to approve the conditional use was made by Rosenberg and seconded by Oberbeck. Motion carried, 4-0.

Chmiel said the next Airport Committee Meeting is scheduled in March and they would need to discuss the minimum standard ordinance they have in place. Lenz said this would go to the full Common Council for a vote at the March 24, 2015 meeting.

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

**JOINT RESOLUTION OF THE AIRPORT COMMITTEE
AND FINANCE COMMITTEE**

Authorizing rates and fees for operation of FAA aviation medical examination service from private airport hangar, and execution of Amendment to Airport Ground Lease to allow such operation

Committee Action: Airport Approved 6-0
 Finance Approved 5-0

Fiscal Impact: New revenue of \$360.00 per year

File Number: 14-1010

Date Introduced: April 14, 2015

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Budget Source:</i> New revenue of \$360.00 per year
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

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

WHEREAS, this Common Council approved the execution of a new ground lease (“Lease”) at the Airport between the City and Glenn B. Burt III (“Tenant”) at its October 28, 2014 meeting; and

WHEREAS, City and Tenant have entered into an Airport Ground Lease dated December 16, 2014 (“Lease”), for certain premises located at the Airport commonly known as 915 Woods Place and on which is constructed a certain airplane hangar (“Hangar”); and

WHEREAS, Tenant is an Aviation Medical Examiner designated by the Federal Aviation Administration (“FAA”), who has been delegated the authority by the Federal Air Surgeon to accept applications and perform physical examinations necessary for issuing medical certificates, and has requested that the City permit Tenant to operate a commercial aeronautical business from the Hangar to be strictly limited to the part-time provision of FAA Airline-transport, Commercial, Private and Student Pilot classification medical examinations under Federal Aviation Regulation Part 61.23; and

WHEREAS, current zoning at the Airport is R2, Single Family Residence District, and such a use as requested by Tenant is only permitted as a conditional use; and

WHEREAS, Tenant has applied for a Conditional Use of the Premises to allow for such aviation medical examinations to occur on a part-time basis at the Hangar; and

WHEREAS, the current Lease between Tenant and City prohibits any use of the Hangar other than for aircraft storage and as a maintenance facility including related office and lounge facilities, and other uses consistent with and in furtherance of air transportation; and

WHEREAS, an additional rental rate of \$360.00 per year has been recommended by the Airport Committee at its March 18, 2015 meeting and the Finance Committee at its March 24, 2015 meeting to be charged under the Lease for the privilege of Tenant conducting aviation medical examinations from the Hangar on Airport property, in addition to the current Lease payment of \$453.53 per year, as well as certain other amendments to the Lease provisions to further define the rights and obligations of the City and the Tenant and for the protection of the Airport and other users, tenants, and lessees of the Airport as provided in the Amendment to Ground Lease attached hereto as Exhibit A; and

WHEREAS, the Airport Committee does not deem it necessary for the Tenant to have a facility of 10,000 square feet in order to operate its aviation medical examinations as otherwise required by W.M.C. §22.34.020(a)(1) and that an alternate amount of space of 800 square feet within the existing Hangar would serve the public necessity and convenience as demonstrated by the Tenant.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that an additional rental rate of \$360.00 is approved to be charged under the Lease for the privilege of Tenant conducting aviation medical examinations from the Hangar on Airport property which is in addition to the current Lease payment of \$453.53 per year.

BE IT FURTHER RESOLVED, that the Lease between the City and Tenant is approved to be amended in accordance with the Amendment to Ground Lease attached hereto as Exhibit A.

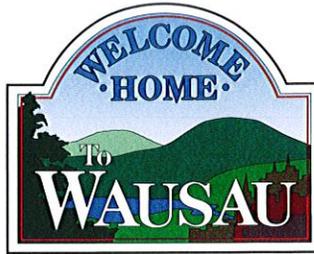
BE IT FURTHER RESOLVED, that the Mayor and the City Clerk are authorized to sign and execute the attached Amendment to Ground Lease authorized by this Resolution.

BE IT FURTHER RESOLVED, that in the interest of the public necessity and convenience the Tenant may conduct the provision of such aviation medical examinations from an alternate amount of space of 800 square feet within the existing Hangar as provided under W.M.C. §22.34.020(a)(1).

BE IT FURTHER RESOLVED, that the actions authorized under this Resolution are contingent upon the approval by this Council of the Conditional Use under the Airport's R-2, Single Family Residence District zoning requested by the Tenant to permit operation of such aviation medical services.

Approved:

James E. Tipple, Mayor



Office of the City Attorney

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

COMMENTS REGARDING APPROVAL OF A NEW GROUND LEASE
AT THE WAUSAU DOWNTOWN AIRPORT
WITH GLENN B. BURT III AND
TERMINATION OF CURRENT GROUND LEASE WITH
RICK COE, MIKE WITZELING, AND WILLIAM HOLM

- Rick Coe, Mike Witzeling, and William Holm ("Lessees") currently have a Ground Lease at the Wausau Downtown Airport dated August 22, 2003, on which an airplane hangar has been constructed for the storage of aircraft and their appurtenances of approximately 48 x 60 feet ("Hangar").
- The Lessees desire to transfer their interest in the Hangar to Glenn B. Burt III ("Proposed Lessee"). Transfer of their interest in the Hangar requires approval by the City of a new Ground Lease with the Proposed Lessee and the termination of the current Ground Lease with the Lessees.
- The Airport Committee, on September 10, 2014, approved the transfer of the Hangar to the Proposed Lessee, the execution of a new Ground Lease, and termination of the current Ground Lease with the Lessees.
- A copy of the proposed new Ground Lease with the Proposed Lessee and a copy of a proposed Termination Agreement with the current Lessees are attached.
- The new Ground Lease continues the rental rate currently paid by the Lessees, with an annual adjustment based upon the Consumer Price index from September 30 of the previous year, a twenty (20) year term, and an automatic renewal for a like successive term.

AIRPORT COMMITTEE

Time and Place: Wednesday, March 18th, 2015 at 6:00 p.m. at the Wausau Downtown Airport Terminal Conference Room

Members Present: Mohr, Mielke, Gehrt, Kellbach, Prehn, Abitz

Members Excused: Nagle

Others Present: John Chmiel, Airport Manager, Tara Alfonso, Assistant City Attorney, Burt, Robert Monk, Robert Starr, Amy Burt, Laural Harding (American Cancer Society), Jerry Kronschnabel (Boy Scout Troop 465)

- Discussion And Possible Action on Request Discussion And Possible Action Rates & Fees to Operate FAA Medical Exam Service from Private Hangar – Abitz

Alfonso explained to the committee that a draft resolution has been prepared that would be forwarded to Finance Committee and City Council for approval after it is approved by the Airport Committee. The resolution would approve the modifications to Dr. Burt's land lease allowing him to conduct an FAA medical services business from his private hangar. It will establish an appropriate fee for permission to conduct medical services on the airport. Alfonso explained that the BOA/FAA recommended a fee for Dr. Burt because if no fee was charged to Dr. Burt to operate a commercial aeronautical related business, the City could not charge a fee to future aeronautical businesses that it may give permission to in the future. Alfonso stated that the resolution would also include a modification of the minimum standards ordinance directly addressing Dr. Burt's FAA medical service business and the minimum standards required to operate this type of business from the Wausau Downtown Airport. (see copy of draft ordinance)

Alfonso went on to explain the details of the draft ordinance and resolution. The significant issue which needs to be decided by the Airport Committee and Finance Committee is what additional fee should be charged to Dr. Burt to allow the FAA medical services at the Wausau Airport. The fee must be fair to Dr. Burt and in line with rates charged to other businesses. A fee that had been brought up by Chmiel to start discussion was \$200/month. Chmiel explained that Wausau Flying Service paid \$52,000 in fees to the City in 2014 to give the committee perspective. Chmiel also explained that Dr. Burt's projected annual income for medical services was 50-60 exams per year at a fee of \$100 each. With a gross income of \$6000 annually, and an airport "commercial service fee" of \$2400 annually, which would equate to greater than 30% of Dr. Burt's gross income, the \$200/month fee was not realistic. Dr. Prehn agreed. Chmiel stated that he had proposed \$200/month to begin discussion and he felt the proposed rate was too high. Prehn questioned how the City calculates fees. Mohr reiterated that the airport needs to charge a

fee, because the airport costs the City money to operate. If a company is going to directly profit from being based on the airport, that company should pay a fee to the City for permission. Garbage collection, snow removal, etc. are just some of the services provided to maintain the airport that costs money. Prehn agreed but stated that we need to create a fee that is fair. He questioned whether the fee should be based on gross income, square footage of office space, or some other basis. Abitz agreed that a fee should be charged and the City could charge based on square footage or gross income, but she felt square footage would be fair.

Robert Monk, a T-hangar tenant on the airport, stated to the committee that the Wausau airport is one of the best around. The airport is well maintained, the FBO provides great services, the airport manager does a great job, and there is great camaraderie. Monk stated that an FAA medical facility would add to that great combination and attract even more people to the airport with this unique FAA medical service on airport. He stated that a business license might be a better way to generate income for the airport rather than a fee based on gross income or square footage. Mr. Monk stated that he was not in favor of any kind of fee charged to Dr. Burt because the amount of business generated by Dr. Burt would not be a large profit source.

Abitz stated that we must charge a fee. Chmiel stated that the idea of a fee was not created by the City. The fee concept is recommended by the FAA. Chmiel stated that the City cannot afford to not follow FAA recommendations since the majority of capital improvement projects at the airport are funded with FAA money.

Prehn suggested to the committee that based on Dr. Burt's estimated gross projected income of \$6000, a fee of \$360 annually would equate to 6% of Dr. Burt's estimated gross income in the first year. If this rate was applied to 180 sq. ft. office space, this rate would be \$2/sq. ft.

Abitz questioned whether that would be equivalent to an aircraft maintenance facility. Abitz expressed that gross income would be a more fair way to figure it.

For the purpose of discussion, Mielke proposed \$50 per month.

Robert Starr, a T-hangar tenant on the airport, questioned whether all the businesses currently located on the airport are required to pay a fee to do business at the Wausau Airport. Mr. Starr asked if Aircraft Maintenance of Wausau pays a fee to operate an aircraft maintenance facility. Chmiel stated that Aircraft Maintenance of Wausau is subcontracted by Wausau Flying Service, Inc. to provide aircraft maintenance services at the Wausau Airport, and it is compliant with the minimum standards ordinance through the Wausau Flying Service, Inc. FBO agreement with the City. The airport committee and City Council approved this subcontract agreement. Mr. Starr questioned whether Aspirus was paying a fee to operate an air ambulance service from the airport. Chmiel stated that a recent conversation he was part of had brought up the fact that Aspirus does not pay a fee. Chmiel stated that this oversight would be addressed at a near future airport committee meeting.

Prehn made a motion to charge Dr. Burt \$360 annually and that the charge be reviewed in one year to determine if the charge is still appropriate based on one year's business. Dr. Prehn stated that he based that amount on project gross income by Dr. Burt.

Amy Burt commented that the typical fee charged by Dr. Burt for an FAA medical exam is \$125. That rate would increase if an EKG is required. Amy explained this is much less than what other medical facilities charge where nearly \$300 is normal.

Prehn explained \$360 is a place to start. It's based on 6% of projected gross income. As a business owner Prehn feels it is fair, and it will be reviewed by the committee to re-determine fairness. Future businesses can be determined by gross income or square footage. Mielke second the motion.

Monk told the committee that rule changes by the FAA could eliminate FAA medical requirements for private pilots, which could greatly reduce Dr. Monk's income. Prehn stated that review of income for Dr. Burt in one year could cause the committee to greatly reduce Dr. Burt's fee if he has a bad year. Abitz stated that she understood the importance of medical exams for pilots and that Dr. Burt's service is important to pilots.

Mohr questioned whether the approved conditional use permit would be visited annually. Alfonso stated that typically conditional use permits are a one-time approval and apply only to the applicant and are not transferrable and would not be tied to any fee decisions made.

Prehn questioned Amy Burt whether Dr. Burt's business would be willing to forward annual business records to the City for the annual review during the fee evaluation process. Amy Burt agreed that she would.

A vote was taken on the motion and the second. All approved 6-0.

FINANCE COMMITTEE

Date and Time: Tuesday, March 24, 2015 @ 5:30 pm., Board Room

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

Others Present: Tipple, Groat, Giese, Hardel, Hite, Jacobson, Kujawa, Werth, Schock, Chmiel, Wagner, Neal, Mielke, Abitz, Goede, Deb Ryan.

Discussion and possible action to consider authorizing rates and fees for operation of FAA aviation medical examination service from private airport hangar, and execution of Amendment to Airport Ground Lease to allow such operation.

John Chmiel explained the reason the lease needs to be changed is because where the hangar is located tenants are not currently allowed to operate businesses from their hangars. He indicated Dr. Burt is one of very few aviation medical examiners that are authorized to give medicals to pilots. This would be unique that this service would be provided on an airport and a benefit to it. He noted it was approved by the Airport Committee and we will also be changing the minimum standards ordinance, which specifically addresses Dr. Burt's particular business. It will be a part-time business; Dr. Burt is going to be semi-retiring. The fee the airport decided to charge him is based on his estimated number of medicals he'll be doing next year. He indicated the Airport Committee voted they will re-evaluate if it was the appropriate fee after 12 months.

Motion by Nagle, second by Kellbach to approve the rates and fees for operation of FAA aviation medical examination service from private airport hangar, and execution of Amendment to Airport Ground Lease to allow such operation. Motion carried 5-0.

**AMENDMENT TO
AIRPORT GROUND LEASE**

THIS AMENDMENT TO AIRPORT GROUND LEASE (“Amendment”) is entered into this ____ day of _____, 2015, by and between the City of Wausau, a municipal corporation, located in Marathon County, Wisconsin, (“City”) and Glenn B. Burt III (“Tenant”).

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

WHEREAS, City and Tenant have entered into an Airport Ground Lease dated December 16, 2014 (“Lease”), for certain premises located at the Airport and more particularly depicted on Exhibit A (“Premises”) and on which is constructed a certain airplane hangar (“Hangar”); and

WHEREAS, Tenant is an Aviation Medical Examiner designated by the Federal Aviation Administration, who has been delegated the authority by the Federal Air Surgeon to accept applications and perform physical examinations necessary for issuing medical certificates, and has requested that the City permit Tenant to operate a commercial aeronautical business from the Hangar to be strictly limited to the part-time provision of FAA Airline-transport, Commercial, Private and Student Pilot classification medical examinations under Federal Aviation Regulation (“FAR”) Part 61.23; and

WHEREAS, current zoning at the Airport is R2, Single Family Residence District, and such a use as requested by Tenant is only permitted as a conditional use;

WHEREAS, Tenant has applied for and been granted a Conditional Use of the Premises by the Common Council on _____, 2015, to allow for such medical examinations to occur on a part-time basis at the Hangar; and

WHEREAS, the current Lease between Tenant and City prohibits any use of the Hangar other than for aircraft storage and as a maintenance facility including related office and lounge facilities, and other uses consistent with and in furtherance of air transportation;

WHEREAS, Tenant and City desire to amend the Lease in order to permit Tenant to operate a commercial aeronautical business from the Hangar to be strictly limited to the part-time provision of FAA Airline-transport, Commercial, Private and Student Pilot classification medical examinations under FAR Part 61.23.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed between the parties as follows:

I. Modification of Section 1. Section 1 relating to Premises is hereby replaced in its entirety with the following:

1. Premises. City hereby leases to Tenant the parcel described in Exhibit A, attached hereto.

All improvements, now and any in the future, on the parcel must meet all applicable state and local building codes, and shall be approved in advance by the City. Tenant shall use the improvements and Premises solely for aircraft storage and as a maintenance hangar including related office and lounge facilities and other uses consistent with and in furtherance of air transportation. Notwithstanding the foregoing, Tenant may also use the Premises to operate a commercial aeronautical business from the Hangar which shall be strictly limited to the part-time provision of FAA Airline-transport, Commercial, Private and Student Pilot classification medical examinations (“CAB”) under FAR Part 61.23. The operation of the CAB shall be in compliance with the provisions of Wausau Municipal Code ch. 22.34 as well as the provisions of the Lease and this Amendment.

2. Section 2 of the Lease is hereby replaced in its entirety with the following:

3. Lease Fees.

A. Ground Lease Payment. Tenant shall pay to the City for the lease of the Premises \$453.53 per year, which payment shall be paid to the City Treasurer on an annual basis no later than the 5th day of January in the year for which the payment is due. No lease payment shall be due for 2014, however the payment for 2015 shall additionally reflect the prorata share of rental due for the months from the date of occupancy by Tenant to the end of 2014. (Taxes shall reflect the improvements as of the legal date of assessment value [currently January 1]). This lease amount shall be adjusted annually to reflect the change in the Consumer Price Index from September 30 the previous year.

B. CAB Rental Payment. Tenant shall pay to the City for the privilege of conducting aviation medical examinations from the Hangar, additional rental in the amount of \$360.00 per year. This rental rate is established based upon an estimate of Tenant performing 50 to 60 examinations per year at a typical charge of \$125.00 per examination. This rental rate shall be reviewed on May 1, 2016, and annually thereafter, based upon Tenant’s gross income from the operation of the CAB. Tenant shall provide the City with a true and correct report of all aviation medical examinations performed from the Hangar for the preceding twelve (12) month period and the actual fee charged for each such examination. In the event Tenant and the City cannot come to a mutual agreement as to the rental rate to be charged for the conducting of aviation medical examination from the Hangar for the year beginning May 1, 2016 or any subsequent year, based upon this review, the provisions of this Amendment shall terminate and the original provisions of the Lease automatically reinstated. The initial CAB rental payment shall be due no later than the 5th day of May, 2015, and each 5th day of May annually thereafter.

C. The following language is deleted from Section 5 as indicated by strikethrough:

5. Improvements. ~~...Tenant shall have the right to make, without City’s consent, such nonstructural alterations, additions and improvements to the building and leased Premises that Tenant desires in order to conduct its operations on the leased Premises.~~

D. Section 15 of the Lease is replaced in its entirety with the following:

15. Insurance. Tenant shall maintain on the parcel and its improvements, at a minimum, fire and extended coverage insurance in an amount at least equal to the assessed valuation of the improvements and comprehensive public liability insurance coverage issued by a company licensed to do business in the State of Wisconsin for its operations, and in addition thereto, for any related exposure at the Wausau Downtown Airport, in an amount not less than two million dollars (\$2,000,000.00), single limit coverage or equivalent, provided that this two million dollar (\$2,000,000.00) limit shall be increased at Tenant's expense if additional amounts are required by any federal or state regulations. Tenant shall furnish the City a Certificate of Insurance and upon request shall provide the City certified copies of the required insurance policies. The Certificate of Insurance shall name the City, its employees, agents, representatives, and elected or appointed officials as additional insureds. The policy of insurance shall state that coverage shall not be cancelled by the insurer in less than thirty (30) days after the insured and the City have received written notice of such cancellation. Tenant shall also maintain Workers' Compensation Insurance in the amount of the statutory limits under Wisconsin law and Employer's Liability Insurance in the amount of \$500,000.00.

E. Section 16 of the Lease is hereby amended to include the following language as indicated by italics as follows:

16. Hold Harmless. ...and/or as a result of and/or due to the presence of Tenant *or any customers, patients, employees or agents of Tenant* on the demised premises...

F. A new Section 33 is added to the Lease as follows:

33. Restrictions on Operation of Commercial Aeronautical Business. The Tenant shall operate the Commercial Aeronautical Business in compliance with the following restrictions.

- a. The space within the Hangar from which the Commercial Aeronautical Business will operate will be limited to 800 square feet.
- b. Tenant shall not make any improvements to the Premises without the prior written consent of the City and shall obtain all necessary permits and approvals, and construct all improvements, in compliance with or as required by applicable law or ordinance.
- c. The operation of the CAB shall not conflict with any airport operations or impede development or operation of airport maintenance access ways.
- d. The operation of the CAB shall not interfere with the use of hangars by other Airport tenants or ground lessees, or the quiet enjoyment or use of their premises.

- e. Tenant shall not employ more than one (1) individual to assist in the operation of the CAB.
- f. Patients or customers of the CAB shall not have access into any area within the Airport security fence or any other secure portions of the Airport property unless personally escorted by the Tenant or the Tenant's single, authorized employee. Such patients or customers of the CAB shall also be personally escorted from the area within the Airport security fence or other secure portions of the Airport property by Tenant or the Tenant's single authorized employee. Tenant shall not provide any patient or customer of the CAB with any security codes to any part of Airport premises. Patients or customers of the CAB travelling to the Airport by vehicle may, however, park in the designated Airport parking lot for a reasonable period of time necessary to accommodate their physical examination.
- g. Tenant shall operate the CAB in compliance with all federal, state and local laws, codes, regulations, ordinances, rules, orders, and policies applicable to the performance of the CAB services. Tenant shall submit satisfactory evidence of compliance with all federal, state and local laws, codes, regulations, ordinances, rules, orders, and policies to the City upon request.
- h. Tenant shall limit its operation of the CAB to a part-time business, it being expressly understood that the operation of the CAB on a full time or more than part time basis would be a breach of this Agreement.
- i. Under no circumstances will Tenant conduct medical examinations or any business other than FAA Airline-transport, Commercial, Private and Student Pilot classification medical examinations.

G. A new Section 34 is added to the Lease as follows:

34. Approval. This Amendment is contingent upon approval by the City Council of the provisions of this Amendment and approval of a conditional use of the Premises to permit the operation of the CAB.

H. A new Section 35 is added to the Lease as follows:

35. Termination of Amendment. The provisions of this Amendment shall terminate and the original provisions of the Lease automatically reinstated upon any of the following occurrences:

- a. Upon thirty (30) days written notice where Tenant no longer has operational control of any aircraft housed at the Airport.
- b. Upon sixty (60) days written notice where the City has received notification from the State of Wisconsin or the FAA that this Agreement violates any law, regulation or rule governing the conduct of operations at the Airport or any grant assurances executed by the City as a condition of accepting federal airport improvement grants.
- c. Immediately as a result of any order or ruling of the State of Wisconsin Bureau of Aeronautics or the FAA requiring termination.

I. A new Section 36 is added to the Lease as follows:

36. Assignment of CAB. Tenant shall not assign its rights to operate the CAB permitted under this Amendment to any other party without the express written consent of the City which may be given or denied in its sole discretion.

J. A new Section 37 is added to the Lease as follows:

37. Survival. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Lease and Amendment, as well as all continuing obligations will survive termination or expiration of this Lease and Amendment.

K. A new Section 38 is added to the Lease as follows:

38. Waiver. The failure of either party to enforce any of the provisions of the Lease or this Amendment shall not be construed as a waiver of such provision or of the right of the party thereafter to enforce each and every such provision.

IN WITNESS WHEREOF, the parties have caused this Amendment to Airport Ground Lease to be executed on the date first above written.

CITY OF WAUSAU:

BY _____
James E. Tipple, Mayor

Attest:

Toni Rayala, Clerk

TENANT:

BY: _____
Glenn B. Burt III

STATE OF WISCONSIN)
)ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2015, the above-named James E. Tipple, Mayor, and Toni Rayala, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

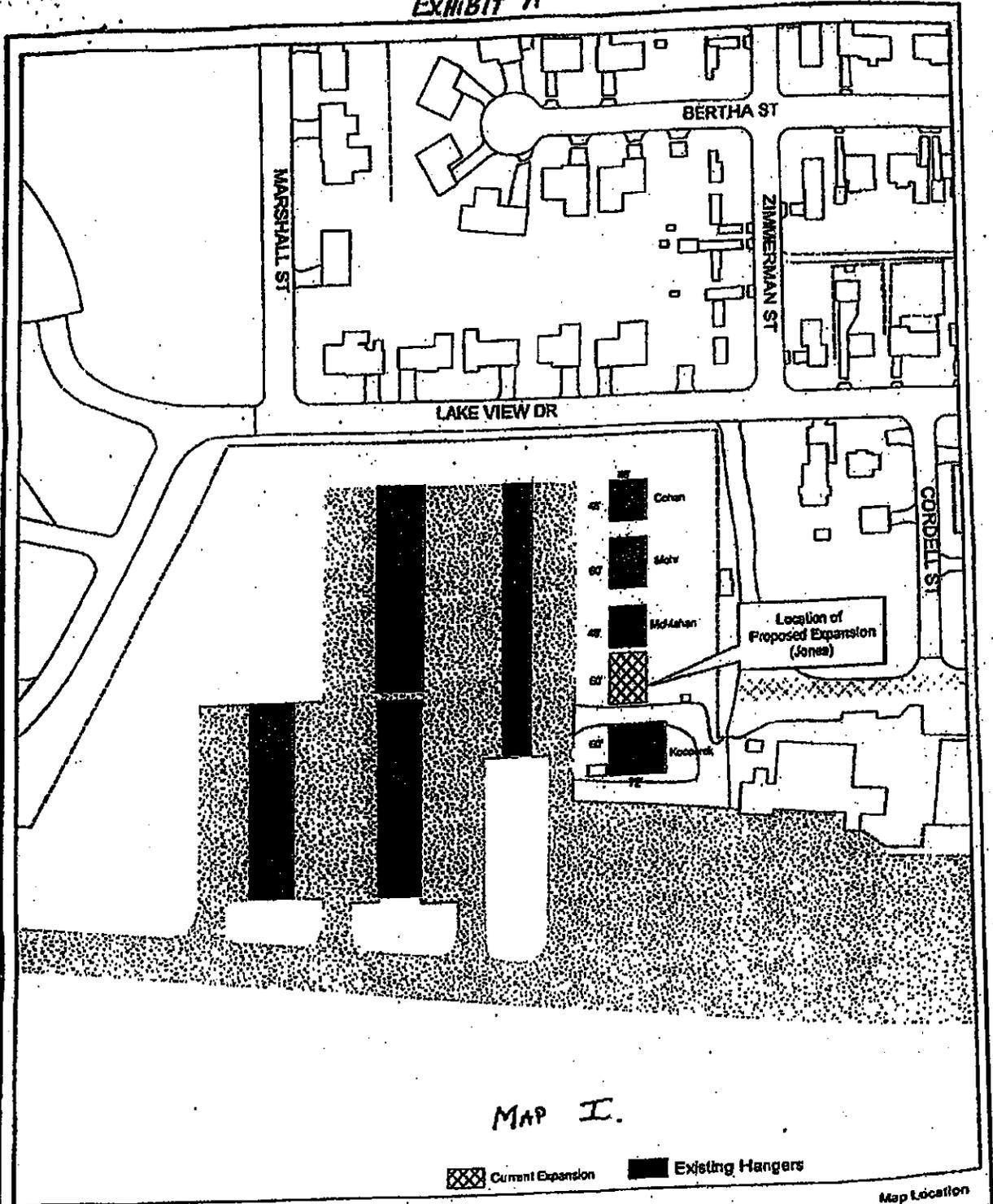
Notary Public, Wisconsin
My commission: _____

STATE OF WISCONSIN)
)ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2015, the above-named Glenn B. Burt III, to me known to be the person (s) who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

"EXHIBIT A"



MAP I.



NOTES
 1. This map is a representation of the information provided to the City of Wausau by the applicant.
 2. The City of Wausau is not responsible for the accuracy of the information provided to it.
 3. The City of Wausau is not responsible for the accuracy of the information provided to it.
 4. The City of Wausau is not responsible for the accuracy of the information provided to it.



City of Wausau
 Marathon County Wisconsin
 Map Date: Sept 10, 2008

- Taxway/Runway
- Fences
- Parking Lots
- Buildings
- Current Expansion
- Existing Hangers



AIRPORT GROUND LEASE

THIS AGREEMENT, made and entered in this 16th day of December, 2014, by and between the City of Wausau, a Wisconsin municipal corporation, ("CITY"), and Glenn B. Burt III, 9033 N. 28th Avenue, Merrill., Wisconsin 54452, ("TENANT");

WITNESSETH:

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

WHEREAS, the City of Wausau and Rick Coe, Mike Witzeling and William Holm ("Original Lessees") have entered into a Ground Lease dated August 22, 2003, ("Ground Lease") for a certain airplane hangar ("Hangar") located on the premises depicted on Exhibit A ("Premises"); and

WHEREAS, a copy of the Ground Lease is attached hereto as Exhibit B; and

WHEREAS, Original Lessees desire to transfer their complete interests in the Hangar and Premises to TENANT; and

WHEREAS, CITY has no objection to the transfer of Original Lessees' interest in such Hangar and Premises to TENANT; and

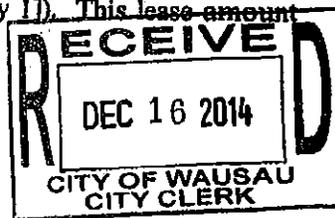
WHEREAS, CITY and TENANT desire to enter into an Airport Ground Lease for the Premises to facilitate the transfer of Original Lessees' interests in the Hangar and Premises to TENANT.

NOW, THEREFORE, for and in consideration of the rents, covenants, and agreements herein contained, CITY and TENANT agree as follows:

1. Premises. CITY hereby leases to TENANT the parcel described in Exhibit A, attached hereto.

All improvements, now and any in the future, on the parcel must meet all applicable state and local building codes, and shall be approved by CITY. TENANT shall use the improvements and Premises solely for aircraft storage and as a maintenance hangar including related office and lounge facilities, for storage of personal-use vehicles, and other uses consistent with and in furtherance of air transportation. TENANT shall comply with "storage" regulations which may be adopted, from time-to-time, by CITY.

2. Lease Fees. TENANT shall pay to CITY for the lease of the Premises \$453.53 per year, which payment shall be paid to the City Treasurer on an annual basis no later than the 5th day of January in the year for which the payment is due. No lease payment shall be due for 2014, however the payment for 2015 shall additionally reflect the prorata share of rental due for the months from the date of occupancy by TENANT to the end of 2014. (Taxes shall reflect the improvements as of the legal date of assessment value [currently January 1]). This lease amount



1/6/15 - COPY SENT TO MR. BURT

1)). This lease amount shall be adjusted annually to reflect the change in the Consumer Price Index from September 30 the previous year.

3. Term of Agreement. The initial term of this Agreement shall be for a period of twenty (20) years commencing as provided in section 32. This lease shall be automatically renewed, without notice from either party, on identical terms for a like successive term, unless either party shall, at least forty-five (45) days before the expiration of the lease, notify the other in writing of the termination of the lease.

4. Utilities and Taxes. TENANT agrees to pay all utilities, taxes, and phone bills, including but not limited to bills for electricity, gas, sewer, and water. TENANT agrees to install or cause to be installed on the leased Premises meters for all utilities to be used on the leased Premises and to pay any and all costs and expenses incurred as a result of the installation and use of such utilities.

5. Improvements. TENANT shall not make any structural alterations, additions or improvements to the building or leased Premises without the consent of CITY, which consent will not unreasonably be withheld, in those cases where TENANT provides it with plans and specifications for the same evidencing alterations, additions, and improvements of substantially the same appearance, standards, and quality as the construction currently existing on the Premises and there is sufficient, in the opinion of CITY, land for the improvements. TENANT shall have the right to make, without CITY's consent, such nonstructural alterations, additions, and improvements to the building and leased Premises that TENANT desires in order to conduct its operations on the leased Premises.

6. Compliance with Laws. TENANT shall at all times comply with the Airport rules and regulations, federal, state, and municipal laws, ordinances, codes, and other regulatory measures, now in existence or as may be hereafter modified and amended, applicable to the specific type of operation contemplated by it. TENANT shall procure and maintain during the term of this agreement all licenses, permits, and other similar authorizations required for the conduct of its aircraft operations.

7. Liens. TENANT agrees to promptly pay all sums legally due and payable on account of any labor performed on or materials furnished for the leased Premises. TENANT shall not permit any liens to be placed against the leased Premises on account of labor performed or material furnished; and in the event such a lien is placed against the leased Premises, TENANT agrees to save CITY harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.

8. Development. CITY reserves the right to further develop or improve the landing and public areas, including ramp space of the Airport, as it sees fit regardless of the desires or views of TENANT and without interference or hindrance; provided, however, that no such development or improvement shall for a period in excess of sixty (60) days limit or violate TENANT's rights under this lease agreement or otherwise violate any federal, state, or local law, ordinance, rule, or regulation.

9. Subordination. This lease agreement shall be subordinate to the provisions of any existing or future agreement between CITY and the United States Government relative to the

operation or maintenance of the Airport, the execution of which has been, or may be, required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of any such agreement with the United States Government be to take the leased Premises or building or any portion of either or substantially destroy the commercial value of either, then, within thirty (30) days after the occurrence of such event, CITY shall terminate this lease agreement and purchase the building from TENANT, which purchase price shall be the fair market value of the building as of the day of the "taking."

10. Air and Noise. CITY hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the leased Premises, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport, and the right to pursue all operations of the Airport; provided, however, that no such rights or the exercise thereof shall limit or violate TENANT's rights under this lease agreement.

11. Restrictions on Obstructions. CITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent TENANT from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of CITY, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

12. Assignment. Subject to paragraph 25, TENANT shall not assign its rights and obligations under this lease agreement nor assign any part of the leased Premises to a third party, but may sublet the leased Premises to a third party without CITY approval, provided that the leased Premises is used solely for aircraft storage.

13. Automobile Parking Lot. TENANT and TENANT's guests may use the parking lot area along with other members of the public and individuals utilizing the Airport.

14. Signs. TENANT agrees that no signs, lighting or advertising matter shall be erected without the written consent of CITY.

15. Insurance. TENANT shall maintain on the parcel and its improvements fire and extended coverage insurance in an amount at least equal to the assessed valuation of the improvements as well as liability coverage with a minimum combined single limit in an amount not less than \$1 million dollars of liability per occurrence for Bodily Injury and Property Damage. The liability coverage amount shall be raised by TENANT when and as necessary, during the term of the lease, to correspond to requirements of CITY.

16. Hold Harmless. TENANT agrees to indemnify and hold harmless CITY, its employees, agents, officers and officials, whether hired, appointed or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action 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 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 TENANT's operations on the demised Premises or on any Premises owned by CITY and adjacent thereto and/or as a result of and/or due to the presence of TENANT on the demised Premises or on

Premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this indemnification and hold harmless section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

17. Release. TENANT agrees to release CITY, its employees, agents, officers and officials, whether hired, appointed or elected, from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, 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 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 TENANT's operations on the demised Premises or on any Premises owned by CITY and adjacent thereto and/or as a result of and/or due to the presence of TENANT on the demised Premises or on Premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this release section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

18. Rights in Common with Others. TENANT shall have the right, in common with others authorized so to do, to use all common areas of Airport, including runways, taxiways, aprons, roadways, parking lots, and any other common areas.

19. Obligations of CITY.

A. CITY shall plow snow promptly and as necessary for the operation of an Airport, on the runways, hangar areas, tie-down areas, and any areas in the parking lot necessary for use by TENANT. CITY shall plow to within six (6) feet of TENANT's hangar door.

B. CITY shall maintain the surface of the runways, hangar areas, tie-down areas, and necessary areas of the parking lot in a condition which is reasonable, taking into consideration the required use.

20. City's Right of Entry. CITY shall have the right to, upon 24 hours' notice, inspect the Premises during normal business hours in the company of TENANT or an agent or employee of TENANT for the purpose of examining the same and to ascertain if they are in good and safe repair and in compliance with the requirements contained herein, including compliance with all federal, state and local codes. In the event of an emergency, CITY shall have the right to enter the Premises without advance notice to TENANT.

21. Acceptance of Premises. TENANT, by the execution of this Agreement, represents that it has inspected Airport and the leased parcel, and that it accepts the condition of the same as they now exist, and fully assumes all risks incident to the use thereof.

22. Outside Storage and Removal of Trash. TENANT will not store in a location susceptible to view by the public, any equipment, materials, supplies, or damaged or partially dismantled aircraft or other vehicles on the leased or adjacent Premises. Any screens or other devices used to keep equipment, materials or supplies from view shall be subject to prior consent by CITY.

TENANT further agrees to remove or cause to be removed, at TENANT's expense, any trash, garbage or debris generated by TENANT's use of the leased Premises and agrees not to deposit any trash, garbage or debris on any part of Airport or the leased Premises except temporarily in connection with collection or removal of the same.

23. Repair of Premises. TENANT shall, at its expense, keep, maintain, and repair the leased Premises, the building and all improvements in good condition subject to normal wear and tear. Included in TENANT's obligations is cutting grass, weeds and other vegetation. In the event TENANT fails to comply with this subparagraph, CITY shall give notice to TENANT specifying the nature of TENANT's failure. In the event that TENANT fails within thirty (30) days of CITY's notice to cure such failure, CITY shall have the option either to cure such failure and to assess the costs thereof against TENANT, or to terminate this Agreement upon five (5) days' notice to TENANT. TENANT hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorneys' fees incurred by CITY in curing such failure within thirty (30) days after CITY's demand therefor.

24. Security. The parties hereby agree that TENANT assumes all responsibility and obligation for providing security on the leased Premises.

25. Title and Right of First Refusal to Leasehold Improvements. TENANT shall retain the title to all buildings and other improvements constructed by TENANT on the Premises. During the term of the lease, ownership may be transferable by TENANT upon CITY's written approval, which shall not be unreasonably withheld.

26. Termination of Lease. Upon termination at the end of the 20-year term or of any successive terms, TENANT shall have the following options:

A. At TENANT's option, all buildings and improvements may be removed from the leased Premises at no cost to the CITY. TENANT shall restore leased Premises to orderly condition.

B. At TENANT'S option, all buildings and improvements located on the leased Premises may be sold. CITY shall have the first right to purchase such buildings and improvements. In the event TENANT receives a bona fide written offer to purchase said buildings and improvements from a third party, CITY shall have the first right to purchase said buildings and improvements at the same price and on the same terms and conditions as are contained in such an offer to purchase. In the event CITY elects not to exercise its option of first right of refusal to purchase the buildings and improvements, the party purchasing said buildings and improvements will agree to lease the Premises from the CITY, upon terms acceptable to CITY.

27. Cancellation by CITY. CITY may cancel this Agreement by giving TENANT sixty (60) days' advance, written notice upon or after any one of the following events of default:

A. The failure of TENANT to pay rent in the amount and at the times and in the manner herein provided, and where such failure shall continue for thirty (30) days or more after written notice thereof shall have been given to TENANT.

B. The abandonment by TENANT of the leased Premises, except in connection with its surrender to an approved assignee, sublessee, mortgagee, or other party succeeding to TENANT's interests or portion thereof hereunder.

C. The default by TENANT in the performance of any covenant or agreement required herein to be performed by TENANT, and TENANT's failure to commence and diligently continue to correct such default after written notice of the default given by CITY, as above provided.

Failure of CITY to declare this Agreement terminated upon the default of TENANT for any of the reasons set out above shall not operate to bar or destroy the right of CITY to cancel this Agreement by reason of any subsequent violation of the terms of this Agreement. Further, the acceptance of rental by CITY for any period after a default of any of the terms, covenants or conditions by TENANT shall not be deemed a waiver of any right on the part of CITY to cancel this agreement.

Upon cancellation by CITY, CITY shall have the right to enter upon Premises and building and, at its option, commence an action to take title.

28. Force Majeure. If, by reason of force majeure, either party is unable, in whole or in part, to carry out the agreements of such party on its part herein contained, such party shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes; lockout or threats of orders of any kind of the government of the United States or of Wisconsin, or any of their departments, agencies or officials, or any civil (except, in the case of CITY only, CITY) or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government (except, in the case of CITY only, CITY) and people; civil disturbances; explosions; damage, loss, breakage or accident to the buildings, leased Premises or Airport; partial or entire failure of utilities; or any other cause or event not reasonably within the control of such party, it being agreed that the settlement strikes, lockouts and other industrial disturbances shall be entirely within the discretion of such party and such party shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties in such matters when such course is, in the judgment of such party, unfavorable to such party.

29. Nothing in this lease shall serve to transfer title to the land in any manner, from CITY to TENANT.

30. TENANT shall pay to CITY real estate taxes on the building and other improvements, as "Building on Leased Land."

31. Notices. All notices required herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, properly addressed to the party to be notified as follows:

If to TENANT: Glenn B. Burt III
9033 N. 28th Avenue
Merrill WI 54452

If to CITY: City Clerk
407 Grant Street
Wausau, WI 54403

32. This lease is contingent upon and shall not be effective until execution of a certain Termination of Airport Ground Lease and approval thereof by the City of Wausau Common Council, by and between Original Lessees and CITY.

The remaining page has been left blank intentionally.



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 9th day of December, 2014.

CITY:

CITY OF WAUSAU

BY James E. Tipple
James E. Tipple, Mayor

BY Toni Rayala
Toni Rayala, Clerk

TENANT:

BY Glenn B. Burt III

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 9th day of December, 2014, the above-named James E. Tipple, Mayor, and Toni Rayala, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Tara A. Fursch

Notary Public, Wisconsin
My commission: 7/10/16

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 9th day of December, 2014, the above-named Glenn B. Burt III, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

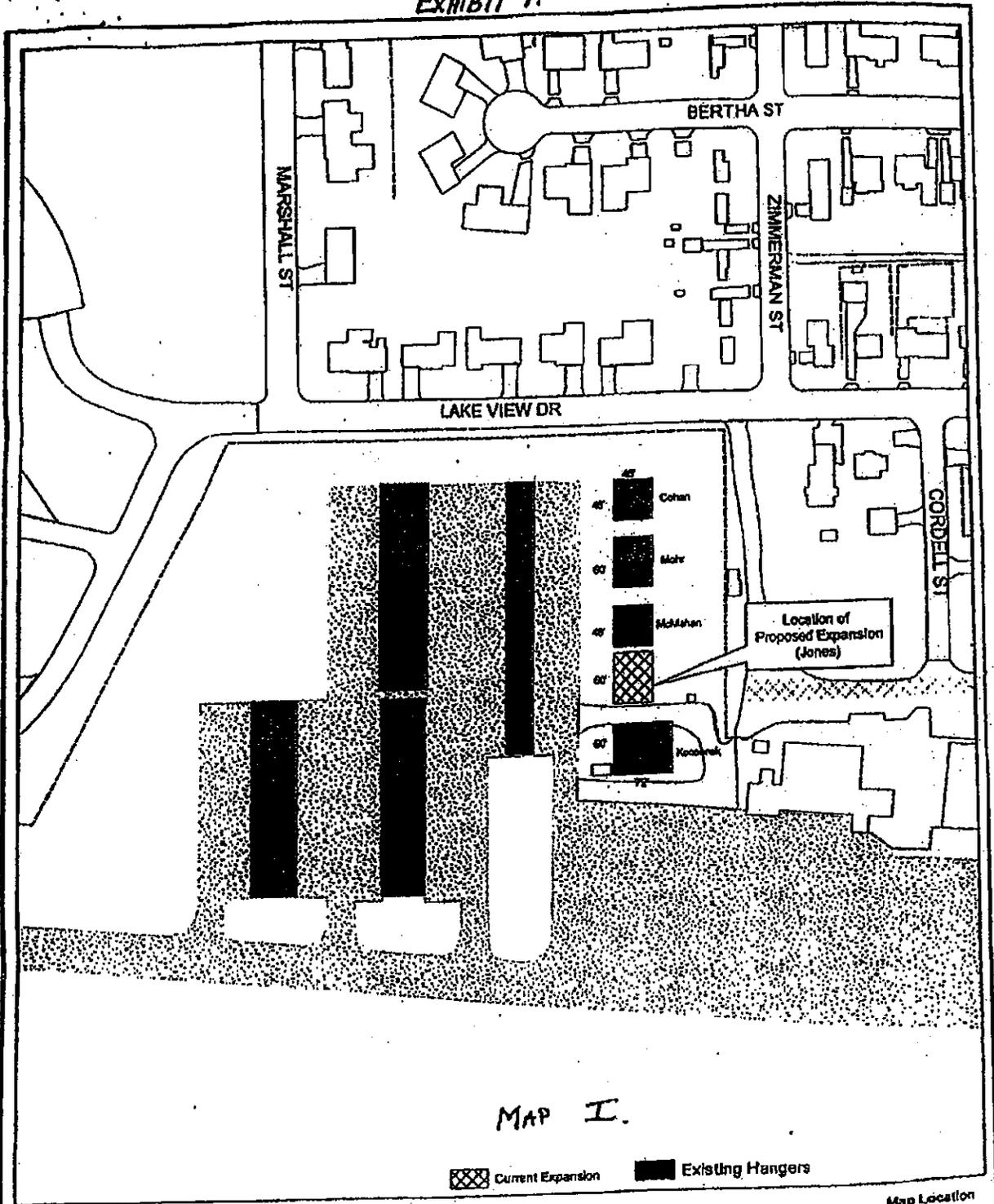


Shelly Frankel

Notary Public, Wisconsin
My commission: 4-27-2014

This instrument was drafted by Tara G. Alfonso,
Assistant City Attorney for the City of Wausau.

"EXHIBIT A"



MAP I.

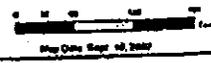
Current Expansion
 Existing Hangers



This map is prepared for the City of Wausau, Wisconsin, and is not to be used for any other purpose without the express written consent of the City of Wausau. The City of Wausau is not responsible for any errors or omissions on this map.

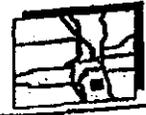


City of Wausau
Marathon County Wisconsin



Taxiway/Runway
 Fences
 Parking Lots
 Buildings

Map Location



ORDINANCE OF AIRPORT COMMITTEE

Amending Section 22.34.010 Definitions and Section 22.34.030 Specific requirements of operators, to include aviation medical examiner

Committee Action: Approved 6-0

Ordinance Number:

Fiscal Impact:

File Number: 93-0718

Date Introduced: April 14, 2015

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

Add ()

Section 1. That Section 22.34.010 Definitions, is hereby amended to read as follows:

22.34.010 Definitions. As used in this chapter:

“Airport manager” means the person, firm, or corporation, whether an employee of the city or an independent contractor, whose duties and responsibilities include the management of the Wausau Downtown Airport.

“Aviation Medical Examiner” means a civilian or military physician designated by the Federal Aviation Administration (a designee), who has been delegated the authority by the Federal Air Surgeon to accept applications and perform physical examinations necessary to determine qualifications for the issuance of second- and third-class Federal Aviation Administration airman medical certificates under 14CFR67. The Aviation Medical Examiner conducts these physical examinations; issues, defers or denies airman medical certificates in accordance with 14CFR67 and the *Guide for Aviation Medical Examiners*; and issues combined medical/student pilot certificates in accordance with 14CFR61.

Section 2. That Section 22.34.030 Specific requirements of operators, is hereby amended to read as follows:

22.34.030 Specific requirements of operators. In addition to the general requirements stated in section 22.34.020 of this chapter, the following are required of specific operators:

(a) Aircraft Fuel Dispensing Service Operator.

....

(k) Aviation Medical Examiner.

(1) May have hours by appointment only and is not required to have designated set hours of operation.

- (2) Shall have and maintain at all times the proper and necessary designations and delegations from the Federal Aviation Administration.
- (3) Shall comply with at all times all orders and standards issued by the Federal Aviation Administration for Aviation Medical Examiner.
- (4) May lease or maintain a building or hangar on property leased from the city of a size substantially less than that provided in section 22.34.020(a) upon demonstration to and approval by the Airport Committee that such amount of space serves the public necessity and convenience.
- (5) Shall have at a minimum a private examination area, adequate lighting, bathroom facilities and sound insulated walls, and the facility shall be handicap accessible and comply with all applicable federal, state and local laws, regulations, ordinances and the like.

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

Section 3. This ordinance shall be in full force and effect on the day after its publication.

Adopted:
Approved:
Published:
Attest:

Approved:

James E. Tipple, Mayor

Attest:

Toni Rayala, Clerk

AIRPORT COMMITTEE

Time and Place: Wednesday, March 18th, 2015 at 6:00 p.m. at the Wausau Downtown Airport Terminal Conference Room

Members Present: Mohr, Mielke, Gehrt, Kellbach, Prehn, Abitz

Members Excused: Nagle

Others Present: John Chmiel, Airport Manager, Tara Alfonso, Assistant City Attorney, Burt, Robert Monk, Robert Starr, Amy Burt, Laural Harding (American Cancer Society), Jerry Kronschnabel (Boy Scout Troop 465)

Discussion and Possible Action Modification of Airport Minimum Standards to Allow FAA Medical Exam Service from Private Hangar – Chmiel

Chmiel stated that Dr. Burt provided Alfonso descriptions for an FAA medical exam service to address specific requirements within the minimum standards ordinance. Alfonso presented and explained the proposed minimum standards ordinance specifications specific to Dr. Burt. (see copy) Alfonso explained that she did her best to keep it simple and still comply with FAA standards. The only difference that Alfonso changed was to increase liability limits from \$1,000,000 to \$2,000,000 because that is the current limit specified by the City. Customers driving in will be required to be escorted to/from Dr. Burt's office through the security fence/gate. No security codes would be given out to Dr. Burt customers.

Abitz questioned whether the minimum standards, lease, conditional use were transferrable. Chmiel explained that the FAA medical exam service will be non-transferrable. Abitz questioned whether Dr. Burt could post a sign. Alfonso stated that he could post a sign on his door. Abitz questioned whether there will be a problem with Dr. Burt operating Monday-Friday 0800-1700. Alfonso stated that she wrote the standard to allow Dr. Burt provide services by appointment.

Prehn made a motion to approve the draft lease and minimum standards created by the City Attorney. Abitz second. All approved 6-0.

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE	
Approving the transfer of Wausau Community Development Authority owned property to the City of Wausau (area west of the Dudley Tower and east of the Wisconsin River)	
Committee Action:	Approved 4-0
Fiscal Impact:	Although this property is currently owned by the CDA the parks department performs all maintenance and expenses are reflected within the park budget.
File Number:	15-0405
Date Introduced:	April 14, 2015

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source: Parks Budget for maintenance of the trail</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, the City of Wausau has undertaken multiple initiatives to redevelop and revitalize Wausau’s East Riverfront District, a former industrial site, located north of downtown along the Wisconsin River;

WHEREAS, the Wausau Community Development Authority acquired railroad property in the Central Business District, along the banks of the Wisconsin River, in order to facilitate waterfront improvements and development;

WHEREAS, the Wausau Community Development Authority owns approximately .67 acres located between the Dudley Tower property on the east and the Wisconsin River on the west and has taken Board action to convey said property to the City;

WHEREAS, the River’s Edge Walkway runs through this property and the City of Wausau is planning major improvements for this portion of the river’s edge to eliminate visual barriers and improve the riverfront walkway experience;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that the appropriate City officials are hereby authorized and directed to execute the necessary documents to accept the transfer of Wausau Community Development owned property to the City of Wausau.

Approved:

James E. Tipple, Mayor

COMMUNITY DEVELOPMENT AUTHORITY
MINUTES

01/27/15

MEMBERS PRESENT: Russ Wilson, Sarah Napgezek, Andy Witt, David Welles,
Romey Wagner, Dorothy Korzilius

MEMBERS ABSENT: Gary Gisselman

OTHERS PRESENT: Ann Werth, Betty Noel, Juli Birkenmeier, Tammy Stratz,
Kevin Fabel

(4) Discussion and Possible Action Regarding the Transfer of Wausau Community Development Authority-owned Property to the City of Wausau – Located to the West of Dudley Tower and East of the Wisconsin River

Werth reviewed a land map outlining a narrow parcel of WCDA-owned property located west of the Dudley Tower and east of the Wisconsin River and sought board approval to transfer the parcel to the City of Wausau. She gave a brief review of how the WCDA originally acquired the property and stated that the transfer would enable the City of Wausau to make needed capital improvements. Welles made a motion to approve the transfer of the property to the City of Wausau. Witt seconded. Motion approved unanimously.

ECONOMIC DEVELOPMENT COMMITTEE

Time and Place: The Economic Development Committee met on Tuesday, February 3, 2015 at 4:30 p.m. in the 2nd Floor Board Room at City Hall, 407 Grant Street, Wausau

ED Members Present: Bill Nagle (C), Romey Wagner, Tom Neal (VC), Dave Oberbeck and Lisa Rasmussen

Others Present: Mayor Jim Tipple, Ann Werth, Anne Jacobson, Maryanne Groat, Nan Giese, Travis Lepinski, Joe Mella, Russ Wilson, Naletta Burr, Nora Hertel, Chris Bageno, Glen Witter, Tammy Stratz, Chris Ghidorzi, Mark Goffin, Gary Gisselman, David Svetlik, Thomas Kilian and Mark Kordus

DISCUSSION AND POSSIBLE ACTION REGARDING THE TRANSFER OF WAUSAU COMMUNITY DEVELOPMENT AUTHORITY OWNED PROPERTY TO THE CITY OF WAUSAU (WEST OF THE DUDLEY TOWER AND EAST OF THE WISCONSIN RIVER)

Neal motioned to transfer ownership. Oberbeck seconded and the motion carried unanimously 4-0.



Land Information Mapping System



Legend

- Parcel Annotations
- Parcels
- Land Hooks
- Section Lines/Numbers
- Right Of Ways
- Municipalities

164.01 0 164.01 Feet



User_Defined_Lambert_Conformal_Conic

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

Notes

ECONOMIC DEVELOPMENT COMMITTEE

Time and Place: The Economic Development Committee met on Tuesday, April 7, 2015 at 4:30 p.m. in the 2nd Floor Board Room at City Hall, 407 Grant Street, Wausau

ED Members Present: Tom Neal (VC), Romey Wagner, Dave Oberbeck and Lisa Rasmussen

ED Member Absent: Bill Nagle (C)

Others Present: Mayor Jim Tipple, Alderpersons David Nutting and Gary Gisselman, Ann Werth, MaryAnne Groat, Anne Jacobson, Nan Giese, Christian Schock, Brad Lenz, Allen Wesolowski, Kevin Fabel, Tammy Stratz, Tom Mudrovich, Joe Vraspir Fritz Schierl, Andrew Halverson, Darrell Lentz, Cari Logemann, Sid Sczygelski, Elizabeth Field, Mark Goffin, Mark Craig, Dave Sether, Raj Bhandari, Wayne Kleinschmidt, Sunny Bhandari, and media personnel

DISCUSSION AND POSSIBLE ACTION ON THE DEVELOPMENT AGREEMENT WITH ASPIRUS WAUSAU HOSPITAL INC.

Werth introduced Darrel Lenz, President, Sid Sczygelski, Sr. Vice President and Chief Financial Officer, and Cari Logemann, Sr. Vice President and General Council for Aspirus. The Development Agreement was entered into between Aspirus and the City of Wausau in 2005. The agreement stated that the City would assist with the creation of a new road which would assist Aspirus in their creation of additional buildings; in turn, Aspirus would construct additional buildings that would have a total taxable value of \$15 Million by 2012.

Sczygelski discussed the process of Aspirus Hospital acquiring the property from Wausau Insurance in 2004/2005. At that time they spent \$105,000 towards storm water retention, \$106,000 in site improvements and \$54,000 for a feasibility study of realigning Bridge Street to better accommodate these parcels. That is when they approached the City for assistance with building a new road. From there they were able to build several buildings. Aspirus acquired the Westwood Center, performed renovations and now have two large tenants in the building. Their agency works with and donates to many local non-profit organizations and successfully brought the new medical college to Wausau. Sczygelski stated that they may not have met the legal requirements of the development agreement, but they believe they have met the spirit of the agreement with all the additional community work they provide. Rasmussen agreed and added that Aspirus stepped up to donate land to the Women's Community for their new facility and they paid for the Bridge Street feasibility study. They have proven themselves to be a great community partner and believe they have more than met the spirit of the development agreement. Rasmussen moved to approve the completion of the development agreement between the City and Aspirus Wausau Hospital Inc. Wagner seconded. Motion passed unanimously. Staff was directed to prepare a resolution and bring it to council.

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Granting a planning option agreement to Elk Creek Architectural Group, LLC until December 31, 2015 to complete due diligence necessary to determine the physical and financial feasibility of redevelopment options.

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 15-0107

Date Introduced: April 14, 2015

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City has owned the historic Wausau Club facility at 309 McClellan Street since December 2013, a building on the National Historic Register and a key redevelopment opportunity in the heart of the City; and

WHEREAS, the City seeks the renovation and active reuse of the Wausau Club facility with a qualified and sustainable redevelopment strategy and business plan; and

WHEREAS, the City sought responses to a Request for Proposal for said redevelopment of the property with Elk Creek Architectural Group, LLC being the sole respondent; and

WHEREAS, the Economic Development Committee considered the matter on April 7, 2015 and recommends a planning option agreement be approved to provide the necessary time both for due diligence on the part of the developer and for the City to pursue a grant from the State; and

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the City hereby approves of this resolution to execute a planning option agreement with Elk Creek Architectural until December 31, 2015 to complete this review; and

BE IT FURTHER RESOLVED that the proper City officials are hereby authorized and directed to execute the original of the attached Planning Option Agreement between Elk Creek Architectural Group, LLC and the City.

Approved:

James E. Tipple, Mayor

ECONOMIC DEVELOPMENT COMMITTEE

Time and Place: The Economic Development Committee met on Tuesday, April 7, 2015 at 4:30 p.m. in the 2nd Floor Board Room at City Hall, 407 Grant Street, Wausau

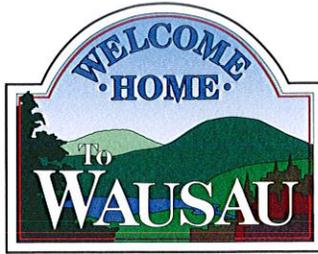
ED Members Present: Tom Neal (VC), Romey Wagner, Dave Oberbeck and Lisa Rasmussen

ED Member Absent: Bill Nagle (C)

Others Present: Mayor Jim Tipple, Alderpersons David Nutting and Gary Gisselman, Ann Werth, MaryAnne Groat, Anne Jacobson, Nan Giese, Christian Schock, Brad Lenz, Allen Wesolowski, Kevin Fabel, Tammy Stratz, Tom Mudrovich, Joe Vraspir Fritz Schierl, Andrew Halverson, Darrell Lentz, Cari Logemann, Sid Sczygelski, Elizabeth Field, Mark Goffin, Mark Craig, Dave Sether, Raj Bhandari, Wayne Kleinschmidt, Sunny Bhandari, and media personnel

DISCUSSION AND POSSIBLE ACTION OF THE PROPOSED PLANNING AGREEMENT FOR THE PROPERTY AT 309 MCCLELLAN STREET (WAUSAU CLUB)

Jacobson discussed the draft planning agreement between the City of Wausau and Elk Creek Architects which offers protection to Mark Goffin to perform his due diligence in obtaining possible grant sources to assist with the proposed renovations. This agreement will give Mr. Goffin until December 31, 2015 to secure financing in order to proceed with his project. Neal agreed and stated that he supported this project from the beginning and emphasized the need to move this project forward. Rasmussen moved to approve to enter into the planning agreement with Elk Creek Architects. Oberbeck seconded. The motion passed unanimously.



Office of the City Attorney

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

MEMORANDUM

TO: Economic Development Committee Members

FROM: Anne Jacobson, City Attorney 

DATE: April 1, 2015

RE: Planning Option Agreement, Wausau Club

Purpose: To obtain your recommendation to Council for approval of this document.

Facts:

1. Background: The issue for consideration is whether to approve this document, to allow the proposed developer to explore the physical and financial feasibility of pursuing his proposed project.
2. History: Discussion and possible action on terms of a proposed development agreement with Elk Creek Architectural, LLC, was considered by the Economic Development Committee on November 20, 2014, a Joint Economic Development and Finance Committee meeting on December 9, 2014, and Finance Committee on January 6, 2015.

The Common Council, on January 13, 2015, failed to approve Elk Creek's proposal and plan for redevelopment of The Wausau Club.

On January 27, 2015, Elk Creek brought to the Finance Committee a sample Planning Option Agreement, used by the City of Green Bay, to consider for use to allow him to conduct due diligence and feasibility studies related to the property and his project. During the period of the option, he would enjoy exclusive rights to

the acquisition of and development of the property. The minutes reflect that no action was taken on the items to consider the sale of The Wausau Club.

3. Discussion: Factors to consider include:

- a) Allowance of due diligence and feasibility studies to be conducted by developer
- b) Ability by either party to terminate this agreement, thus freeing the developer from proceeding with the project if not feasible to do so
- c) Allowance of additional time within which the city can apply for a WEDC grant to assist in the potential financing of the project

Options: This Planning Option Agreement is being brought back to committee to either recommend or not recommend approval of execution of this document to explore the feasibility of the developer's proposal.

Recommendation: Your approval is requested for recommending execution of this document to Council, to allow for greater due diligence, thus increasing the likelihood of success of this project if greater time is given for due diligence to be conducted. This serves both the developer and the city. A development agreement could then begin to be negotiated prior to the expiration of the Planning Option.

alj

PLANNING OPTION AGREEMENT

THIS PLANNING OPTION AGREEMENT (this "Agreement") is made and entered into as of the 15th day of April, 2015 by and between the **CITY OF WAUSAU**, a Wisconsin municipal corporation established pursuant to Chapter 66, Wis. Stats., having its office at 407 Grant Street, City Hall, Wausau, Wisconsin (hereinafter "CITY") and **ELK CREEK ARCHITECTURAL, LLC**, a Wisconsin limited liability company, with its principal address of 9290 County Road A, Wausau, Wisconsin (hereinafter "DEVELOPER").

WITNESSETH:

WHEREAS, CITY owns certain real property and improvements located at 309 McClellan Street, in the City of Wausau, Wisconsin, known as "The Wausau Club" and with Pin. No. 291.2907.253.0279 (the "Property"); and

WHEREAS, DEVELOPER has requested a period of time to complete all desired due diligence necessary to determine the physical and financial feasibility of certain redevelopment activities at the Property (the "Project"); and

WHEREAS, CITY desires to see the Property redeveloped in order to generate economic activity and tax base for the community; and

WHEREAS, depending on a determination by both parties of the economic and land use compatibility of the proposed Project, CITY is willing to negotiate a sale of the Property to DEVELOPER.

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree and state as follows:

1. Planning Option.

(a) CITY hereby grants to DEVELOPER an exclusive 8.5-month period from the date hereof until December 31, 2015 to complete, at DEVELOPER's sole cost, any desired due diligence and feasibility studies relating to the Property and the Project (the "Planning Option"). The price of the Planning Option shall be One Dollar (\$1.00).

(b) CITY, during the period of the Planning Option or any extension thereof, agrees not to sell the Property and agrees that DEVELOPER has exclusive rights to the purchase and development of the Property during such period.

(c) During the Planning Option, CITY will provide DEVELOPER with reasonable access to the Property for purposes of completing customary due diligence; provided however, that: (i) any destructive or invasive testing shall require CITY's advance written consent; (ii) prior to conducting any activities on the Property DEVELOPER agrees to provide CITY with proof of liability insurance reasonably acceptable to CITY; and (iii) DEVELOPER agrees to promptly repair any damage DEVELOPER causes. CITY shall make available all known environmental reports in CITY's possession.

(d) During the Planning Option, CITY shall make good faith efforts to coordinate the public agency participation in planning, obtaining data from public records as

may be available, reviewing and commenting on aspects of the proposed development in a timely manner.

2. Development Agreement Negotiations. Upon a determination by DEVELOPER that the Project is feasible, DEVELOPER shall have the option to provide CITY with written notice of DEVELOPER's intent to proceed prior to the expiration of the Planning Option. Upon the delivery of such notice, the parties agree to negotiate in good faith for a period of not less than 30 days to arrive at a binding development agreement between the parties relating to the Project (the "Development Agreement"). The terms and conditions of the binding Development Agreement are subject in all respects to negotiation and mutual agreement, and neither party shall be obligated to enter into such agreement. If after such negotiation period no binding Development Agreement has been completed, this Agreement shall self terminate. The following is the current, non-binding understanding as to the potential structure of the Project:

(a) The Project will be consistent with DEVELOPER's previous written response to CITY's RFP process.

(b) Transfer of the Property to DEVELOPER in its "AS-IS" condition will occur upon receipt of evidence of project financing and execution of a Development Agreement.

(c) The Project will be compliant with existing zoning. This Agreement does not supersede existing zoning and it does not guarantee or imply that any proposed uses that are not currently permitted by existing zoning will be authorized or that the regular design review processes can be avoided.

(d) CITY's obligations under the Development Agreement will be conditioned upon, among other items, evidence of Project financing, review and approval of DEVELOPER's construction plans, and approval by the City of Wausau Common Council in all respects.

(e) If the parties enter into the Development Agreement before the expiration of the Planning Option, all payments made to CITY for the Planning Option shall be applied to costs associated with the transfer of title to DEVELOPER or other costs or expenses to be paid to CITY under the Development Agreement. If the Development Agreement is not agreed to by the parties, the DEVELOPER shall forfeit all development rights to the Property.

3. Termination. In the event DEVELOPER determines that the proposed PROJECT is not feasible or otherwise does not desire to move forward, DEVELOPER shall terminate this Agreement by providing CITY with written notice thereof. In the event DEVELOPER provides no notice to proceed prior to the expiration of the Planning Option, this Agreement shall automatically terminate. CITY shall have the option to terminate this agreement, with or without cause, upon at least thirty (30) days written notice and, if without cause, CITY shall refund any payments made to CITY for the Planning Option.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

CITY

CITY OF WAUSAU,
a Wisconsin municipal corporation

By: _____
James E. Tipple, Mayor

By: _____
Toni Rayala, Clerk

DEVELOPER:

ELK CREEK ARCHITECTURAL, LLC,
a Wisconsin limited liability company

By: _____
Mark T. Goffin, _____

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

RESOLUTION OF THE FINANCE COMMITTEE	
Approving acceptance of Settlement Agreement for Gary R. Stein et al v. City of Wausau (Hwy. 51/U Interchange condemnation appeal, Case No. 14CV678) and related budget modification	
Committee Action:	Pending
Fiscal Impact:	\$35,000
File Number:	09-0521
Date Introduced:	April 14, 2015

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$35,000</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount \$35,000 Annual Retirement \$4,051</i>
	<i>TID Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$35,000</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input checked="" type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

RESOLUTION

WHEREAS, an Agreement between the State of Wisconsin Department of Transportation and the City of Wausau for the construction of Merrill Avenue/County Road U (among others), was executed by the City on June 23, 2011; and

WHEREAS, an Award of Damages was made on October 2, 2012 and recorded on October 5, 2012, in the amount of \$11,650 for property interests consisting of .017 acres in fee simple and a temporary limited easement (for right-of-way construction purposes), affecting Parcel 16 owned by Gary and Dawn Stein; and

WHEREAS, an appraisal was prepared at the request of the plaintiff finding damages as of the date of taking in the amount of \$75,900; and

WHEREAS, on August 25, 2014, a Notice of Appeal was filed in Marathon County Circuit Court; and

WHEREAS, discussions were held between the attorneys to try to settle the matter; and

WHEREAS, the Common Council considered the matter in closed session on December 11, 2014 and March 10, 2015; and

WHEREAS, the Plaintiffs have agreed to accept \$35,000 in full satisfaction of amounts such Plaintiffs claim in this action is due them as just compensation for the property previously acquired by the City of Wausau; and

WHEREAS, the purchase of this property was not contemplated within the 2015 budget and a budget modification was proposed as follows:

Increase: 144-345198210 Land Acquisition TID #6.....\$35,000
Increase: 144-344089120 Debt Proceeds TID #6..... \$35,000

WHEREAS, your Finance Committee, at their meeting of April 14, 2015, did discuss and approved the settlement offer and related budget modification.

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 execute the original of the attached Settlement Agreement between Gary R. Stein et al and the City of Wausau.

BE IF FURTHER RESOLVED that the proper city officials modify the budget as presented above and publishes the budget modification in the official city newspaper.

Approved:

James E. Tipple, Mayor



Office of the City Attorney

TEL: (715) 261-6590
FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Memorandum

From: Anne L. Jacobson, City Attorney *ALJ*
To: Finance Committee
Date: April 7, 2015
Re: Staff Analysis of Settlement Agreement
Gary R. Stein et al v. City of Wausau (Hwy. 51/U Interchange
condemnation appeal, Case No. 14CV678)

Attached please find the Settlement Agreement reflecting the negotiated settlement of the condemnation appeal of Gary R. Stein et al.

The Steins accepted the city's final counter-offer.

GARY R. STEIN and DAWN M. STEIN,

Plaintiffs,

v.

CASE NO: 14-CV-678

CODE NO: 30402

CITY OF WAUSAU,

Defendant.

SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED AND AGREED by the plaintiffs, Gary R. Stein and Dawn M. Stein, and by the defendant, City of Wausau, by their respective legal counsel that:

1. The plaintiffs, Gary R. Stein and Dawn M. Stein, agree to accept **\$35,000** in full satisfaction of amounts such plaintiffs claim in this action is due them as just compensation for the property previously acquired by the City of Wausau; such property was described in the Notice of Appeal Pursuant to Wis. Stat. § 32.05(11), which was previously filed and served in this action.

2. Upon payment of such **\$35,000** by the defendant, City of Wausau, to the plaintiffs, Gary R. Stein and Dawn M. Stein, and receipt of such \$35,000 by the plaintiffs, the plaintiffs by their attorneys will execute and deliver a Stipulation and Order of Dismissal which provides for dismissal of the above-captioned action with prejudice but without any further costs.

3. This Settlement Agreement may be signed in counterparts, via facsimile or electronically, e.g. .pdf, and such signature pages assembled to form a complete, validly executed document.

Settlement Agreement
Marathon County Case No: 14-CV-678
Page 2 of 2

Date: 4/1/15

FIRST LAW GROUP S.C.
A limited liability service corporation

By: Gary L. Dreier
Gary L. Dreier, Attorneys for
Plaintiffs, Gary R. Stein and Dawn
M. Stein
State Bar No: 1016656

Date: _____

By: _____
Anne Jacobson, City Attorney on
Behalf of the Defendant, City of
Wausau
State Bar No:

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

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

Approving Athletic Park Development Agreement and First Amendment to Athletic Park Use Agreement

Committee Action: P&R: Approved 5-0
CISM Pending

Fiscal Impact: Complete costs are unknown at this time. The projects will be incorporated into the 2016 capital budget

File Number: 13-0519

Date Introduced: April 14, 2015

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Budget Source: This will be incorporated into the 2016 Budget</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: Total amount unknown at this time</i>
	<i>Recurring Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: Amount unknown at this time</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount Unknown Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

RESOLUTION

WHEREAS, on May 14, 2013, an Athletic Park Development Agreement was approved by Council for execution, which provided for the donation of 504 East Wausau Avenue and 2213 North 5th Street by Macndon Ventures LLC, along with monetary funds by the Macdonald Family Charitable Trust, for the development of a neighborhood park adjacent to Athletic Park; and

WHEREAS, such donations have occurred and development of the adjacent neighborhood and neighborhood park has occurred; and

WHEREAS, the Macdonald Foundation (f/k/a the Macdonald Family Charitable Trust) wishes to further engage in the mutually beneficial and cooperative continued redevelopment of the facilities located at 324 East Wausau Avenue, commonly known as Athletic Park, and the adjoining neighborhood park located between East Wausau Avenue and East Union Avenue; and

WHEREAS, the Macdonald Foundation intends to donate, at its sole cost, certain improvements to the City; and

WHEREAS, pursuant to the proposed development agreement, the City agrees to undertake the following improvements:

- Sidewalk improvements on 5th Avenue and lighting and public walkway improvements from Athletic Park to Wilson-Hurd Parking Area
- Increased or alternative parking improvements
- Completion of new bathroom improvements
- Renovation and repair the baseball field outfield
- Installation of foul ball warning signs inside and outside the park
- Third base foul line utility work
- Improvements to pedestrian crosswalks on the corner of Wausau Avenue and 3rd Street; and

WHEREAS, with the improvements to and development of the park facilities, amendments to the Athletic Park Use Agreement, executed May 20, 2013, between the City of Wausau and the Northwoods League, Inc. and Wisconsin College Baseball, LLC, were necessitated, including such items as scheduling priority, rental fees, removal and storage of Wisconsin College Baseball personal property, liquor sales, and advertising and naming rights

WHEREAS, the city's infrastructure improvements will be incorporated within the 2016 capital budget;

NOW, THEREFORE, BE IT RESOLVED that the proper city officials are hereby authorized and directed to execute a Development Agreement with the Macdonald Foundation and a First Amendment to the Athletic Park Use Agreement, in substantial compliance with those draft documents attached hereto and incorporated herein by reference.

Approved:

James E. Tipple, Mayor

DRAFT

CITY OF WAUSAU – PARK AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: April 6, 2015 at 5:15pm

Location: Board Room, City Hall

Members Present: Gary Gisselman, Robert Mielke, David Nutting, Tom Neal, David Oberbeck (c)

Others Present: William Duncanson–Director, Peter Knotek – Asst. Director, Blaine Peterson – City Forester, Anne Jacobson – City Attorney, Bill Nagle – Council Person, Mark Macdonald – Woodchucks, Ryan Treu – Woodchucks, Pat Peckham – City Pages, Larry Lee – WSAU Radio, Andy Sims, Lisa Dickas, Thomas Dickas, Patrick Hoerter

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 Oberbeck at 5:15pm.

Athletic Park Development and Use Agreements – Discussion and Possible Action on Entering Into a Development Agreement and Amending the Existing Athletic Park Use Agreement Related to Proposed Athletic Park Improvements – Duncanson said that there is an offer of continued improvements at Athletic Park. The first phase involved the new grandstand and came through Mark Macdonald of Wisconsin College Baseball in 2014. It was put together between the City and Wisconsin College Baseball with a development agreement that outlined the responsibilities of each party. The next phase of the project will go down the third base line and replace existing seating, party deck, restrooms, and concession so staff is in the same process of creating a new development agreement and then in conjunction with that amending the existing Athletic Park Use Agreement. This agreement makes clear that the process being used for this project whereby Wisconsin College Baseball is doing a design build and gifting it to the City is of a category, quality, size and complexity that is beyond what the City would do and this makes it a private project not open for public bidding. Within the development agreement, there are timelines about the things that need to be accomplished by opening day of this year. Those items can be accomplished by parks and public works staff within existing budgets. There are some things that would have to be budgeted for in 2016. Included in the development agreement are rebuilding 5th Street from the park going north up towards Winton Street, restroom improvements, outfield improvements, installation of both outside and inside foul ball warning signs, third base foul line utility work, and a warning flasher component at the crosswalk of Wausau Avenue and Third Street. The Macdonald Foundation will be replacing the field lighting system B-poles which are the largest and most important ones. The wording “Macdonald Foundation” will be changed to the wording “Wisconsin College Baseball” in the first paragraph, in Section 3.04, and in the signatures. Gisselman thinks the lights on 5th Street are very important to get people to use the Wilson-Hurd parking lot. Nagle commended Macdonalds generosity and his foresight and said the City is taking great pride in it. The Economic Development Committee has discussed dedicating the entire area as a redevelopment project area. Duncanson mentioned that the City is committed to looking at a long range parking plan in that area also.

Park staff has worked with the City Attorney and WCB to develop amendments to the use agreement which include giving WCB scheduling priority for all baseball related events, extending the agreement for an additional five year period, approving the improvement proposals, defining and setting fees for “Allowed Combined Facility Events”, clarifying responsibilities for utility payments, clarifying storage of WCB property, extending liquor sales to the Group Outings area and to the entire facility for private events, and updating exclusive access areas. Macdonald said it is a significantly different facility and they wanted to cover some things that previously hadn’t been. **Motion** by Nutting, second by Mielke to approve the development agreement and amendments to the Athletic Park Use Agreement and forward them to Council. Motion **carried** by voice vote. Vote reflected as 5-0.

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: April 9, 2015, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Gisselman, Mielke, Abitz

Also Present: Lindman, Duncanson, Jacobson, Werth, Giese, Lenz, Wesolowski, Gehin, Lepinski

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 Athletic Park Development Agreement and First Amendment to Athletic Park Use Agreement

This item was taken out of agenda order.

Wesolowski explained that future improvements are proposed to 5th Street and pedestrian improvements to 3rd Street. He reminded the committee that 5th Street from Union Avenue to Nina Avenue was converted to a one-way, north bound street. The street is approximately 16' wide and it was agreed to that a pedestrian lane would be marked on the street. This will still allow traffic to flow one-way north bound and define the pedestrian walkway. Wesolowski also met with WPS this week regarding the installation of additional street lighting on 5th Street. WPS will also change existing lights to LED. Standard pedestrian crossing signs will be installed at the intersection of 3rd Street and East Wausau Avenue. The pedestrian striping in this area is faded and will be re-striped. In 2016, 5th Street is proposed to be reconstructed to include a raised concrete sidewalk with curb to provide separation between the walkway and the road. This would provide safety to pedestrian traffic and encourage visitors to use the Wilson Hurd parking lot. If the street is reconstructed and sidewalk added to the gravel entrance of the Wilson Hurd lot, it would be discontinuous. He would recommend looking at reconstructing 5th Street to Nina Avenue or possibly to Winton Street.

Gisselman stated the importance of guiding people to the Wilson Hurd lot was discussed at the Park and Recreation Committee. Making it safer and more pleasing so people use the lot will take away some of the potential safety issues with parking west of 3rd Street. He hopes the pedestrian upgrades at the intersection of Wausau Avenue and 3rd Street will encourage traffic to slow down and be more cognizant of pedestrians crossing the street. He feels reconstructing 5th Street to Winton Street would eventually be a good goal. Nina Street from Gowen Street to 5th Street is not much of a street and he feels traffic should be guided to Winton Street.

Rasmussen uses the Wilson Hurd lot and noted that there is a fair amount of pedestrian and vehicle traffic. Also, after ballgames it is very dark and there are tripping hazards with holes in the transition between the road and the parking lot. She added that on game day there is a definite pedestrian safety issue at 3rd Avenue and East Wausau Avenue. She feels the proposed improvements are very positive.

Gisselman moved to approve the Athletic Park Development Agreement and First Amendment to Athletic Park Use Agreement. Abitz seconded.

CISM Committee
April 9, 2015 – Page 2

Jacobson noted that a few additional refinements are being made to the Development Agreement and the First Amendment before the item goes to Council. These refinements include housekeeping issues, renumbering and changing of the chronological order.

There being a motion and a second, motion to approve the Athletic Park Development Agreement and First Amendment to Athletic Park Use Agreement carried unanimously 4-0.

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

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:	April 14, 2015

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, your Park and Recreation Committee, at their April 6, 2015, 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 proper 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 6, 2015 at 5:15pm

Location: Board Room, City Hall

Members Present: Gary Gisselman, Robert Mielke, David Nutting, Tom Neal, David Oberbeck (c)

Others Present: William Duncanson–Director, Peter Knotek – Asst. Director, Blaine Peterson – City Forester, Anne Jacobson – City Attorney, Bill Nagle – Council Person, Mark Macdonald – Woodchucks, Ryan Treu – Woodchucks, Pat Peckham – City Pages, Larry Lee – WSAU Radio, Andy Sims, Lisa Dickas, Thomas Dickas, Patrick Hoerter

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 Oberbeck at 5:15pm.

Athletic Park Parking – Discussion and Possible Action on Renewing a Temporary Easement Agreement with Wilson – Hurd for Athletic Park Parking – Duncanson said this is an annual agreement that Wilson-Hurd offers to the City. There are no changes and their only requirement is that the place is kept clean and people aren't charged to park there. It's a gift to the City and it just needs to be renewed annually. Oberbeck asked if this could become more than a temporary agreement. Knotek said Wilson-Hurd is not amenable to that at this time. Discussion followed. **Motion** by Mielke, second by Gisselman to approve renewing the annual temporary easement agreement with Wilson-Hurd. 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 1st day of January, 2015, 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, defend, 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, 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, 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, 2015. 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 _____, 2015, 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: _____

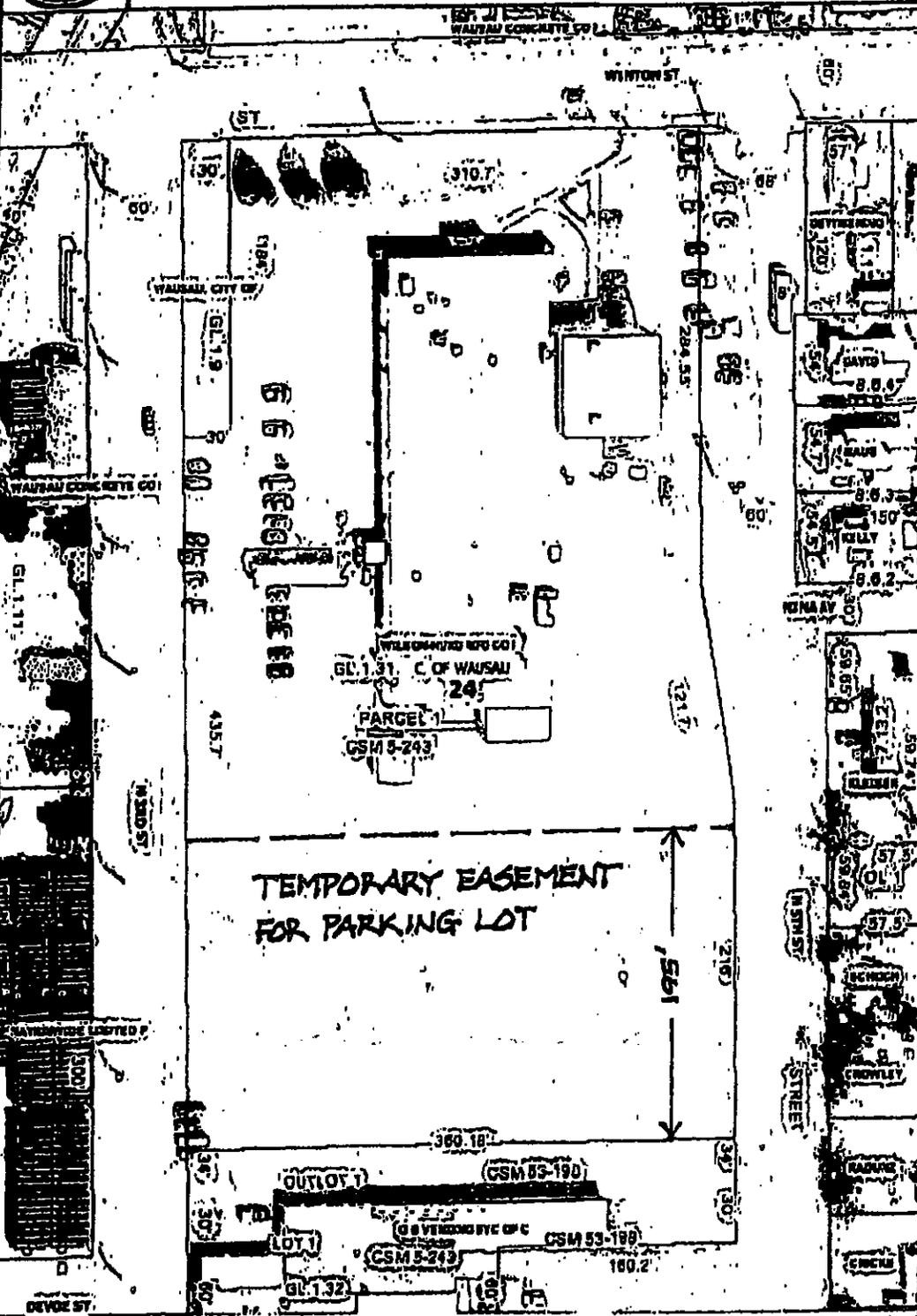
STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this ____ day of _____, 2015, 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: _____

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

Marathon County-City of Wausau IMS



TO OPEN

3 B VENDING

7 11 11



WHEREAS, the Wausau Water Works Commission, at their April 7, 2015 meeting, discussed and approved the Contract Agreement for the Mercury Reduction Program; and

WHEREAS, your Finance Committee, at their April 14, 2015 meeting, discussed and approved the Contract Agreement.

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 execute an agreement for the Mercury Reduction Program between the Marathon County Health Department and the City of Wausau, a copy of which is attached hereto and incorporated herein by reference.

Approved:

James E. Tipple, Mayor



Minutes of April 7, 2015

A meeting of the Wausau Water Works Commission was called to order at 1:30 p.m. in City Hall on April 7, 2015. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on April 1, 2015.

5) Discussion and possible action on approval of contract agreement for the Mercury Reduction Program between Marathon County Health Department and Wausau Water Works, City of Wausau

Jacobson stated this intergovernmental contract is for \$2,500, which will also go to Finance and Council for approval. Erickson explained that this is a requirement as part of their permit. Staff has been working with Marathon County for 10 to 15 years on this program and the current permit expires at the end of December. Since the permit expires in December, the contract is for one year in case there are changes to the program. However, he anticipates this will be required again next year. He feels this has been a good working relationship with Marathon County and Rib Mountain. It has been an efficient and reasonably inexpensive way to meet our obligations.

Mr. Winters moved to approve the contract agreement for the Mercury Reduction Program between Marathon County Health Department and Wausau Water Works. Seconded by Mr. Force. Motion carried unanimously 5-0.

CONTRACT AGREEMENT FOR THE MERCURY REDUCTION PROGRAM

THIS AGREEMENT entered into this 1st day of January, 2015 between the Marathon County Health Department located at 1000 Lakeview Drive Room Suite 100, Wausau WI 54403, (hereinafter referred to as "MCHD") and the City of Wausau, Wausau Water Works, a municipal corporation of the State of Wisconsin, with its principal office located at City Hall, 407 Grant Street, Wausau, WI 54403, (hereinafter referred to as "City").

WHEREAS, the State of Wisconsin implemented the Wisconsin Mercury Wastewater Reduction Rule on November 1, 2002. This Contract Agreement is entered into for the purpose of preventing human exposure to environmental toxins, specifically mercury, in the environment and to reduce the exposure to at risk populations such as pregnant or nursing mothers, women of childbearing age and children; and

WHEREAS, MCHD and the City are authorized pursuant to Wis. Stats. §66.0301 to enter into this Agreement which proves a governmental function and/or service that each party is authorized to perform and in which the parties are mutually interested, such as public health and welfare; and

WHEREAS, MCHD is interested in pursuing mercury source reduction activities in lieu of using wastewater treatment technology; and

WHEREAS, the City is obligated to ensure safe levels of mercury enter the sewage treatment facility.

FOR AND IN CONSIDERATION of the terms and conditions contained in this Agreement, the above-named parties agree:

PERIOD OF AGREEMENT. This Agreement shall commence upon the date of the signatures of both parties and ends on December 31, 2015.

CANCELLATION. The City reserves the right to cancel this Agreement in whole or in part, without penalty due to nonappropriation of funds or for failure of the MCHD to comply with terms, conditions, or specifications of this Agreement. The MCHD reserves the right to cancel this Agreement in the event the work as described or other conditions of the Agreement cannot be completed. Both parties agree to give a 60-day written notice for cancellation of this Agreement.

ENTIRE AGREEMENT; AMENDMENTS. This Agreement shall constitute the entire Agreement and previous communications or agreements pertaining to the subject matter of this Agreement are hereby superceded. Any contractual revisions including cost adjustments, work products and/or time extensions may be made only by a written amendment to this Agreement, signed by both parties prior to the ending date of this Agreement.

ASSIGNMENT. Neither this Agreement nor any right or duty in whole or part by the MCHD under this Agreement may be assigned, delegated or subcontracted without written consent of the City.

RESOLUTION OF ISSUES. The parties agree to resolve any conflicts which may arise under this Agreement among themselves, and to reach agreement satisfactory to both parties.

RESPONSIBILITIES. The MCHD will implement a Mercury Reduction Project for the purpose of reducing the potential mercury waste stream into the sewage treatment facility through primary prevention activities. Work products within the city service area will include:

- Community education and outreach will be provided within the City service area.
- A targeted outreach program within the Wausau School District, specifically, the middle school and high schools will be implemented for the purpose of assessment and implementation of best-practice methods of collecting and properly disposing of mercury containing materials.
- Provide a targeted outreach program for contractors in the auto repair and salvage businesses.
- Provide a means of collection, disposal and recycling of mercury-containing products.
- Conduct a mercury thermometer exchange program within the City service area.
- Maintain outreach services with the dental providers and the heating, ventilating and air conditioning contractors.
- Program status reports will be presented to the City upon execution of this Agreement or as soon thereafter as agreed to by the parties.

PAYMENT. The City will pay the MCHD a sum of \$2,500 annually for work products as stated in the Responsibilities section of this Agreement. Payment shall be made to the MCHD upon receipt of an invoice, but no later than April 30.

This Agreement is entered into by the City of Wausau, Wausau Water Works, and the Marathon County Health Department.

Joan Theurer, Health Officer
Marathon County Health Department

James E. Tipple, Mayor
City of Wausau

Toni Rayala, Clerk
City of Wausau

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

ORDINANCE OF THE PLAN COMMISSION

Rezoning 221-229 South 28th Avenue from IB, Interchange Business District, to R2, Single Family Residence District (St. Matthew Parish)

Committee Action: Approved 4 - 0

Fiscal Impact: None

File Number: 15-0407

Date Introduced: April 14, 2015

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

Section 1. That the site of lands described as follows:

*That part of SW SW, Section 27, Township 29 North, Range 7 East, lying Northerly of Highway 29 Beltline and North of the North line of Hubbill Avenue, excepting parcel described in Volume 2 of Records, Page 364, excepting Volume 516, Page 163, Volume 56, Page 648, excepting Document #1435958 (ST), **MORE COMMONLY KNOWN AS 2219-229 SOUTH 28TH AVENUE.***

now comprising a part of an IB, Interchange Business District, according to the Zoning Ordinance of the City of Wausau, be changed to a R2, Single Family Residence District.

Section 2. This change in zoning shall be designated on the official City zoning map.

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

James E. Tipple, Mayor

Attest:

Toni Rayala, Clerk

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, March 17, 2015, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Tipple, Rosenberg, Bohlken, Gisselman

Others Present: Lenz, Hebert, Skrzypchak

PUBLIC HEARING: Rezone 221-229 South 28th Avenue from IB, Interchange Business District to R2, Single Family Residence District. (St. Matthew Parish)

Gerard Skrzypchak, 1509 North 77th Avenue, representing St. Matthew's Parish, said the reason for the change is for a building addition. The current IB zoning does not allow the particular use. Most churches use R2 zoning and that is why R2 zoning is being requested. Skrzypchak said that they would like to have the school section remain IB zoning, but to have the church rezoned to R2 zoning. Skrzypchak was not sure how long the school would be in effect.

Mayor Tipple closed the public hearing.

Lenz said Skrzypchak covered the reasoning well. The use will remain unchanged and this will allow the building expansion. It is currently a legal non-conforming use. The uses around the property are residential and are compatible with homes in the district. Staff feels the use would be compatible. This is a busy intersection but there isn't anything in the Wausau Comprehensive Plan to suggest it should eventually change to a business area. Staff recommends the zoning change.

The property is currently one zoning but this would create a split zoning. This scenario is located around the city. Lenz asked Skrzypchak if it is intended to keep the lot together or to split it into more than one parcel in the future. Skrzypchak answered that it would be kept as a school as long as it is viable. There would be a potential for a split. It would allow for a later change, but the church will be there for a long time.

Gisselman motioned to rezone 221-229 South 28th Avenue from IB, Interchange Business District to R2, Single Family Residence District. Bohlken seconded and the motion carried unanimously 4-0. This item will go to Common Council on April 14, 2015.



STAFF REPORT

TO: City of Wausau Plan Commission
FROM: Brad Lenz, City Planner
DATE: March 11, 2015

GENERAL INFORMATION

APPLICANT: Father Robert Thorn, St. Matthews Church

LOCATION: 221 – 229 S. 28th Avenue

EXISTING ZONING: IB, Interchange Business District

REQUESTED ZONING: R2, Single Family Residence District

PURPOSE: To allow for a building addition to the existing church. Under its current zoning district of IB, the church is a non-conforming use, which limits its ability to expand. The proposed residential zoning would allow the church to expand as it would be a permitted use in this district.

EXISTING LAND USE: Church and parish center

SIZE OF PARCEL: 4.6 acres

SURROUNDING ZONING AND LAND USE:

North: IB, Interchange business district; School
South: State Highway 52 right of way
East: IB; Vacant land
West: R1, Single Family Residence District; Single family homes

See attached Zoning Map

ANALYSIS

Per Wausau Municipal Code 23.78.060, the plan commission shall make a recommendation based upon the evidence presented in each of the following matters where applicable:

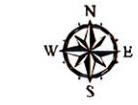
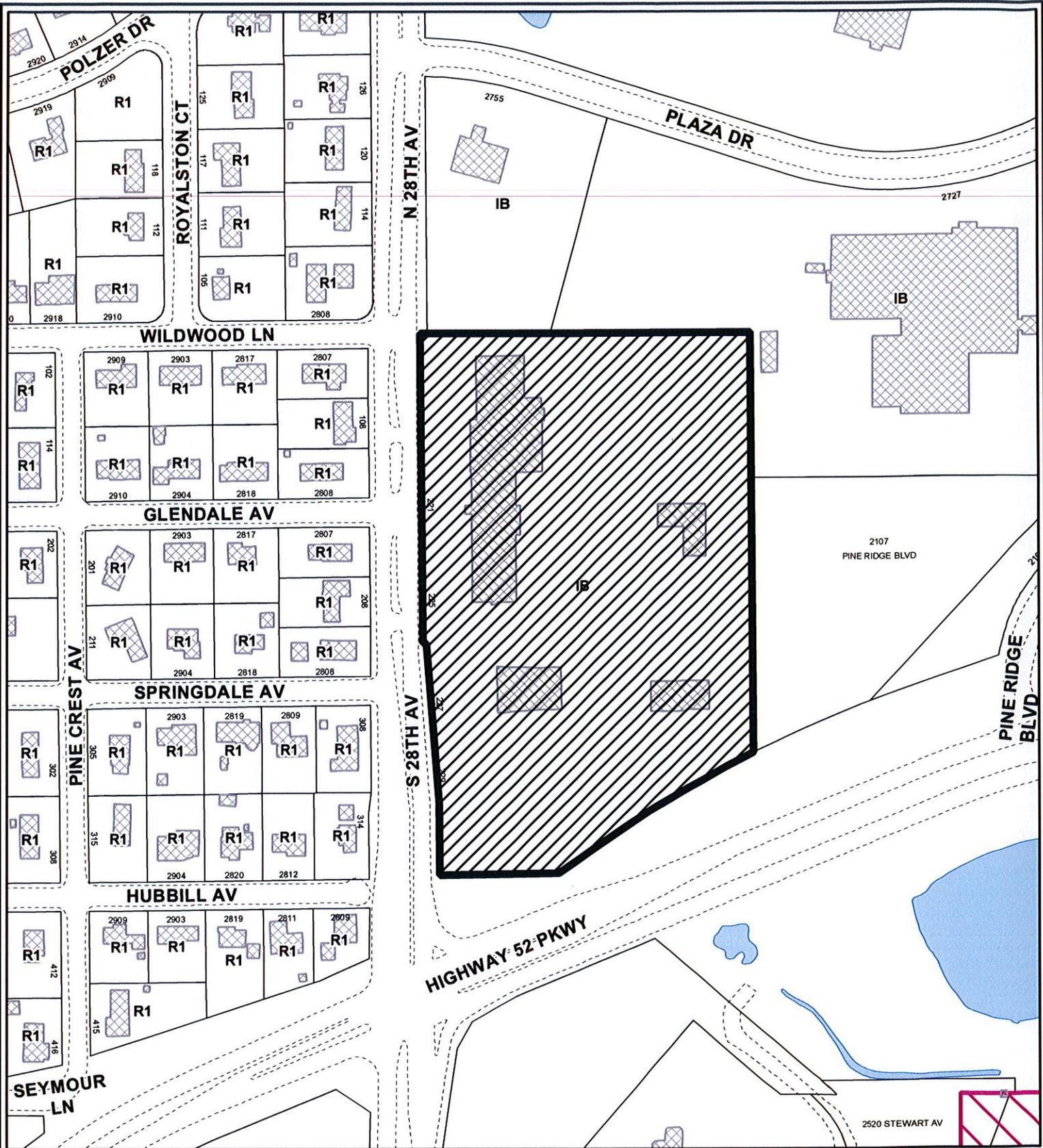
- (a) Existing use of property within the general area of the property in question and the effect the proposed rezoning is likely to have on these land uses;*
- (b) The compatibility of the land uses which would be permitted by the zone change with the existing or planned land uses within the general area of the property in question;*
- (c) The zoning classification of property within the general area of the property in question;*
- (d) The suitability of the property in question to the uses permitted under the existing zoning classification;*
- (e) The trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place since the day the property in question was placed in its present zoning classification;*
- (f) Whether the proposed zone change is generally consistent with the goals, objectives and policies identified in the City of Wausau Comprehensive Plan*
- (g) The nature and extent of the input received at the public hearing regarding the proposed zone change;*
- (h) The precedence, if any, that approval of the requested zoning could have on similar requests made elsewhere in the city; and*
- (i) If the property was recently annexed, the zoning classification of the property prior to annexation.*

The portion of the existing property to be rezoned lies below the driveway between the church and school buildings. See the attached exhibit for reference. The northern portion of the property would remain zoned IB, thus making the property split-zoned until it is formally divided. The request for residential zoning is to accommodate a building addition on the west side of the existing church. The existing use of the property as a church is expected to continue indefinitely.

Residential zoning permits religious institutions, as well as other uses that are generally seen as compatible with single family homes. By comparison, the current zoning classification of IB allows a variety of highway service facilities and related uses, some of which may be viewed as incompatible with single-family neighborhoods. Examples of these uses include garages for service and repair of motor vehicles and warehousing/storage facilities..

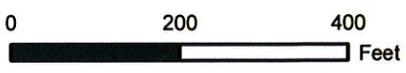
Although located at the busy intersection of 28th Avenue (County Highway R) and State Highway 52, there is nothing specific in the *City of Wausau Comprehensive Plan* to indicate that this area should remain zoned for commercial use, in the event that the church use someday expires. The future land use map in the comprehensive plan shows this area remaining public/quasi-public.

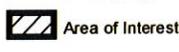
Staff recommends rezoning the southern portion of the existing property to R2, while leaving the northern portion zoned IB, as shown in the attached exhibit. Staff recommends the petitioners formally split the overall parcel into two parcels according to the new zoning boundaries.



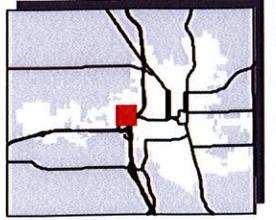
Map Date: March 3, 2015

City of Wausau
Marathon County Wisconsin



-  Building
-  Surrounding Municipality
-  Area of Interest

Map Location



ST. MATTHEWS PARISH ZONING EXHIBIT MAP

Of part of a parcel of land described in Document No. 1488862 located in the Southwest 1/4 of the Southwest 1/4 of Section 27, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin.



WEST 1/4 CORNER
SEC 27, T29N, R7E
FOUND S.M.P.

UNPLATTED LANDS,
OWNED BY OTHERS
ZONED IB

LOT 1
CSM NO. 16914
ZONED IB



BEARINGS ARE REFERENCED TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 29 NORTH, RANGE 7 EAST, MEASURED TO BEAR S00°32'47"E

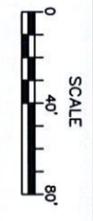
LEGEND

- FOUND 1" IRON BAR
- FOUND 1-1/4" O.D. IRON PIPE
- ▲ FOUND MAG NAIL IN ASPHALT



330 Fourth Street · PO Box 8000
Wausau, WI · 54402-8000
715.845.8000 · Fax 715.845.8008
becherhoppe.com

PROJECT NO. 2010.055
DATE: 2/27/15



LOCATION:
229 28th Avenue
Wausau, Wisconsin

SHEET TITLE:
St. Matthews Parish Zoning Exhibit Map
Sheet 1 of 2