



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, September 22, 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: **Wausau Police Department Recruitment Video - Lt. Todd Baeten**
Boys & Girls Club-City of Wausau Partnership Update - Stezenski-Williams

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
15-0801		Minutes of previous meeting(s) (8/11/15)	
15-0915	CISM	Initial Resolution setting a public hearing vacating and discontinuing a portion of alley bounded by Prospect Avenue, Genrich Street, Dunbar Street and Single Avenue	Approved 5-0
15-0916	CISM	Initial Resolution Setting a public hearing vacating and discontinuing a portion of 80th Avenue	Approved 5-0
15-0914	CISM	Resolution Approving Agreement for the Management and Maintenance of a Stormwater facility (Kocourek Holdings – North 20th Avenue)	Approved 5-0
06-0508	PLAN	Resolution Amending the precise implementation plan for 302 Spruce Street to allow for a building expansion in an existing Unified Development District.	Approved 4-0

File #	CMT	Resolutions and Ordinances	ACT
15-0903		Confirmation of Mayor's Appointments	
15-0105	CISM	Resolution postponing the street construction project of 2nd Avenue from Stewart Avenue to Elm Street and Clark Street from 2nd Avenue to the cul-de-sac	Approved 5-0
06-0909	CISM	Resolution Approving lease extension with Lamar for the signs located at Bridge Street and 3rd Street	Failed 0-5
02-1005	CISM	Resolution Approving the preliminary plans and cross section for the Thomas Street Project from 4th Avenue to 17th Avenue	Approved 5-0
15-0809	CISM & PLAN	Joint Ordinance Annexing territory from the Town of Stettin to the City of Wausau (Travis Bruch - 4212 Hilltop Avenue)	Approved 5-0 Approved 4-0
15-0918	ED	Resolution approving City to sell approximately 2.75 acres to be surveyed at approximately 625 S. 84th Avenue (PIN# 291-2906-362-0953) to Landmark Leasing (Urban Construction) for \$27,500 to construct a new 20,000 sq. ft. building and associated parking for a business expansion in the Wausau Business Campus.	Approved 4-0
15-0919	ED	Resolution Approving sale of approximately 7 acres at 402 N. 72nd Avenue (PIN: 291-2906-251-0977) to be surveyed for \$42,000 and grant a 3 year option on an additional 8.53 acres at 7750 International Drive (PIN: 291-2906-251-0978) for \$100 annually to Stettin Investor's Group (SIG) to facilitate additional parking and future expansion options at the existing facility leased to Eastbay/Footlocker.com in the Wausau Business Campus.	Approved 4-0
14-1109	FIN	Resolution authorizing 2015 Budget Modification	Approved 5-0
		Suspend the Rule 1(D) Transmission of Committee Business to Council - (2/3 Vote required) for item with pending committee action.	
15-0920	ED & FIN	Joint Resolution Accepting the response from Wausau Mine Company/Dan Wage and Bridge Street Investment Group/Karen Hocking as satisfactory completing the intent of the signed Development Agreements.	Approved 5-0 Pending
		Public Comment & Suggestions - (for matters not appearing on the agenda)	

CLOSED SESSION pursuant to Section 19.85(1)(g) of the Wisconsin Statutes 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, regarding litigation strategy to be adopted in Marathon County Case No. 15CV375 Brent Zocher vs. City of Wausau

RECONVENE into Open Session, if necessary, to take action on closed session item.

Adjournment

Signed by James E. Tipple, Mayor

This Notice was posted at City Hall and faxed to the Daily Herald newsroom on 09/16/15 @ 4:30 pm.. 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.



*** 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
15-0105	CISM	Resolution Levying Special Assessments for 2015 Street Reconstruction Projects - 730 East Crocker Street	
14-1109	FIN	Resolution Authorizing a 2015 Budget Modification to Fund the Purchase of up to 5 used buses for a total not to exceed \$22,000	Approved 5-0
Adjournment			

Signed by James E. Tiple, Mayor

This Revised Agenda was posted at City Hall and faxed to the Daily Herald newsroom on 09/21/2015 @ 3:00 pm.
 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, August 11, 2015, at 7:00 pm in the Council Chambers at City Hall
Mayor Tipple presiding.

Roll Call

08/11/2015 7:10:16 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

Presentations: *(View presentations on city website: City Council Online Videos.)*

Riverfront Presentation - Stantec & City Staff

Mark Putnam, Architect with Stantec presented a PowerPoint summarizing the phases of riverfront development to date.

Technology Projects Update (Gerry Klein)

Gerry Klein, IT Director, presented an update of IT projects and the methods used to prioritize.

Public Comments for (pre-registered citizens for matters appearing on the agenda)

- 1) Susan Green, 915 Genrich St, addressed the Council to appeal the recommendation of denial of her application for an Operator's License. She provided an explanation for her record and asked for their consideration to approve the license.
- 2) Ken Fristed, 3192 Westhill Dr, spoke on behalf of the Woodcrest Condominium Association, regarding the 2016 Garbage & Recycling contract allowing for only curbside pickup, which is not conducive for the Woodcrest Condominiums. This requirement would block entrance to the 4-unit condos and emergency vehicles would not have access. The solution proposed will come with an additional cost each condo owners. He asked the Council to rectify this situation.

Communications & Committee Reports

- 1) Mayor Tipple announced Allen Wesolowski has been appointed to City Engineer.
- 2) Wagner stated there will be a special Human Resources Committee meeting on Thursday, August 13th from 6:00 – 7:30 pm., at the University Marathon County building auditorium, 518 S 7th Ave, Room 232, for discussion and comments on a City Administrator position.

Suspend Rules

08/11/2015 7:57:54 PM

Motion by Neal, second by Nutting to suspend Rule 12(A) Referral of resolutions and Rule 13(E) (1) Committee Reports

Yes Votes: 11 No Votes: 0 Result: PASS

Discussion and possible action on proposed redevelopment of the property at C302 Wausau Center (Wausau Center Mall) (CBL & Associates Properties, Inc.) regarding negotiation strategy relating to tenant redevelopment and replacement plans for the Wausau Center Mall.

Mayor Tipple indicated the Council would convene into closed session.

CLOSED SESSION

08/11/2015 7:59:16 PM

Motion by Mielke, second by Neal to move into CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, regarding negotiation strategy relating to tenant redevelopment and replacement plans (CBL & Associates Properties, Inc.)

Yes Votes: 11 No Votes: 0 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	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

(Abitz exited the meeting at 8:45 pm.)

RECONVENED into OPEN SESSION at 9:25pm.

Consent Agenda

08/11/2015 9:25:26 PM

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

15-0601 Minutes of previous meetings (06/10/15)

15-0807 Joint Resolution of the Airport and Finance Committees authorizing execution of a one (1) year lease with Wausau Flying Service, Inc. for the location of a storage unit to accommodate camping and other related items for Boy Scouts of America, Troop 465 and Cub Scouts, Pack 465 at the Wausau Downtown Airport.

12-0507 Joint Resolution of the Capital Improvements & Street Maintenance Committee and the Plan Commission approving Second Amendment to the Transportation Project Plat for STH 52, Project ID 6999-03-28.

15-0704 Joint Resolution of the Capital Improvement & Street Maintenance Committee and the Plan Commission accepting dedication of right-of-way and easement for 3385 Horseshoe Spring Road.

01-0907 Resolution of the Plan Commission adopting a Public Participation Plan.

15-0806 Ordinance of the Plan Commission rezoning 2025 County Road U from RI, Single Family Residence District and R3-1, Two Family Residence District, 2211 & 2215 County Road U from RI, Single Family Residence District, and 1551 Westwood Drive, an unzoned parcel to IB, Interchange Business District.

82-1252 Ordinance of the Park and Recreation Committee amending Section 1.01.025(c)(1)(B) Schedule of cash deposits to include violation of animals on cross-country ski trails.

04-0511 Ordinance of the Public Health & Safety Committee repealing Chapter 9.40 Smoking prohibited inside restaurants.

82-1252 Ordinance of the Public Health & Safety Committee amending Section 1.01.025(c)(1)(B) Schedule of cash deposits to include prohibition against smoking and chronic nuisance (1st Offense only).

14-0810 Ordinance of the Public Health & Safety Committee amending Section 9.04.010 State statutes adopted to include prohibition against smoking.

03-0311 Resolution of the Wausau Water Works Commission reviewing the 2014 Compliance Maintenance Annual Report for the Wastewater Plant.

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

10-0305

08/11/2015 9:27:52 PM

Motion by Gisselman, second by Nutting to adopt a Joint Resolution of the Parking & Traffic and the Finance Committees execution of a five (5) year lease between the City of Wausau and Trolley Quarter Flats Limited Partnership ("Lessee") to provide additional parking for Lessee at City owned property at the Community Gardens.

Winters explained Parking & Traffic was approached by two city departments, one being the police, who were constantly at Trolley Quarter Flats because there was not enough parking. The building was allowed to be built with one stall per unit, which is not our

usual standard. The Superintendent of DPW also came reporting it was a nightmare for plowing snow. He indicated they came up with a solution that was initially estimated at \$5,500 which was to be split with Trolley Quarter Flats; however, it ended up costing \$15,000. He noted this is a temporary solution unless we forgo development at the Community Gardens.

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

15-0108 Amendment 08/11/2015 9:31:42 PM

Motion by Nagle, second by Oberbeck to amend PH&S Resolution approving or denying various licenses as indicated to approve an Operator’s License for Susan Green.

Rasmussen commented we have set criteria the PH&S Committee uses for denying licenses and the committee upheld the Police Chief’s recommendation for denial of Susan Green. She noted that in some cases the committee has opted to grant a license for a one year trial period. Nagle felt Ms. Green should be given a second chance since the felony was from the 1980’s and the last charge was 14 years ago.

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

15-0108 08/11/2015 9:32:16 PM

Motion by Rasmussen, second by Gisselman to adopt a resolution of the Public Health & Safety Committee approving or denying various licenses as indicated, as amended on council floor.

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

85-0417 08/11/2015 9:36:32 PM

Motion by Mielke, second by Nutting to adopt a Resolution of the Economic Development Committee accepting the proposal submitted by Jones Lang LaSalle (JLL) to provide consultant services related to the Wausau Center Mall reinvigoration proposal and approving the budget amendment funding the project.

Oberbeck questioned what the length of the contract was; if there were any termination clauses; and what additional costs could we be subject to. He felt it should be researched before we move forward with this. Schock explained the resolution is only authorizing the consulting services part of the original document at \$4,000 per month as a retainer to advise us in this process. The resolution is not to exceed six months, but it can be ended at any time. He anticipated it may only take a month or two. Oberbeck moved to table until there was more information, but this motion died for lack of a second.

Yes Votes: 9 No Votes: 1 Abstain: 0 Not Voting: 1 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	YES
6	Winters, Keene	YES
7	Rasmussen, Lisa	YES
8	Kellbach, Karen	YES
9	Oberbeck, David	NO
10	Abitz, Sherry	NV
11	Mielke, Robert	YES

14-1109 08/11/2015 9:37:02 PM

Motion by Nutting, second by Rasmussen to adopt a Resolution of the Finance Committee adopting a modification to the proposed 2016 Fee Schedule related to animal licensing.

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

15-0808 08/11/2015 9:37:58 PM

Motion by Wagner, second by Winters to adopt a resolution of the Finance Committee authorizing Proper City Official(s) to apply for and borrow from the Board of Commissioners of Public Lands of Wisconsin a State Trust Fund Loan not to exceed \$4,000,000 for the purpose of water and sewer capital improvements.

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

90-1136

08/11/2015 9:39:08 PM

Motion by Rasmussen, second by Wagner to adopt an ordinance of the Public Health & Safety Committee repealing and recreating Section 6.44.010 Definitions, and amending Sections 6.44.020 Collection, 6.44.030 Separation, 6.44.040 Solid Waste containers, 6.44.050 Draining and wrapping solid waste, 6.44.060 Location of waste and recycling containers for collection, 6.44.070 Certain disposal and removal prohibited, 6.44.080 Noncollectible materials, 6.44.090 Storing of refuse, 6.44.100 Enforcement and penalties.

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

92-1009 Amendment

08/11/2015 9:50:46 PM

Motion by Mielke, second by Gisselman to amend the resolution of the Finance Committee of the residential solid waste and recycling service agreement to make allowances for certain citizens in the WoodCrest Condominium Complex, with the extra cost of this be covered by the City of Wausau. Staff is directed to find these additional funds.

Mielke described the difficulties with the site at WoodCrest Condominium Complex for garbage pickup and did not feel it was fair for the owners/residents to be charged for the additional service.

Rasmussen stated it is important to understand that curbside pickup for refuse & recycling is what has always been provided as a municipal service to residents and it is also important to recognize the condo association in question has been receiving a nonstandard level of service from Advance Disposal. This is an arrangement they brokered with Advanced Disposal and Advanced agreed to provide it for free, but it was not brokered or sanctioned by the city. She felt Mielke's amendment was well intentioned, but it was precedent setting. She felt the offer by Harter was more than fair at \$100 per month split between 8 or 9 buildings; a special truck will be sent and their employee will move all the carts to a central area, dump them and put them back.

Oberbeck commented we did not level the playing field with the garbage contract for all residents. We had the opportunity to charge a flat fee to each residential property, but now every resident is paying a different amount based on their property taxes. He did not feel it was acceptable to give one a concession. We had an opportunity to move this forward with a \$90 fee for everyone, but the community did not support it and now we have people paying \$200-\$300 for the same service. There is not an equalized cost to this and therefore he could not support the amendment. Wagner agreed, commenting we put out the referendum to try to get to a true honest payment of garbage. Commercial businesses are paying for a curbside service they cannot get and have to purchase a dumpster, as well as any residential building more than 4 units. He was not in favor of setting a precedent.

Yes Votes: 3 No Votes: 7 Abstain: 0 Not Voting: 1 Result: FAIL

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

92-1009

08/11/2015 9:51:15 PM

Motion by Wagner, second by Rasmussen to adopt a Resolution of the Finance Committee approving the Residential Solid Waste and Recycling Service Agreement.

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

15-0804

08/11/2015 9:52:29 PM

Motion by Oberbeck, second by Gisselman to adopt an ordinance of the Plan Commission Rezoning 220, 306, and 352 South 18th Avenue from IB, Interchange Business District, to UDD, Unified Development District and approve the General Development Plan to allow for a convenience store with gasoline sales and carwash.

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

15-0804

08/11/2015 9:53:04 PM

Motion by Wagner, second by Mielke to adopt a Resolution of the Plan Commission approving the precise implementation plan for 220, 306 and 352 South 18th Avenue to allow for a convenience store with gasoline sales and a carwash.

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

15-0805

08/11/2015 9:53:46 PM

Motion by Gisselman, second by Winters to adopt a resolution of the Plan Commission approving a conditional use at 640 South 3rd Avenue to allow for an indoor amusement establishment, in a B2, Community Service District.

Yes Votes: 9 No Votes: 1 Abstain: 0 Not Voting: 1 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	YES
6	Winters, Keene	YES
7	Rasmussen, Lisa	YES
8	Kellbach, Karen	YES
9	Oberbeck, David	YES
10	Abitz, Sherry	NV
11	Mielke, Robert	NO

Suspend the Rule

08/11/2015 9:54:18 PM

Motion by Rasmussen, second by Mielke to suspend the Rule 1(D) Transmission of Committee Business to Council - (2/3 Vote required) for items with pending committee action.

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

99-1104

08/11/2015 9:54:53 PM

Motion by Nutting, second by Kellbach to adopt a resolution of the Finance Committee amending the Procurement Policy.

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

14-1109

08/11/2015 9:56:35 PM

Motion by Mielke, second by Neal to adopt a resolution of the Finance Committee approving the Budget Modification for 2015 Street Improvement Projects.

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

14-1109

08/11/2015 9:57:16 PM

Motion by Nutting, second by Neal to adopt a resolution of the Finance Committee approving the Budget Modification for 1st Street Extension and Riverfront Redevelopment Project.

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

14-1014

08/11/2015 10:07:17 PM

Motion by Wagner, second by Rasmussen to adopt a Joint Resolution of the Economic Development and the Finance Committees approving a Development Agreement between the City of Wausau and Wausau On the Water, Inc., for the land lease and construction of the Wausau On The Water family entertainment center within the Eat Riverfront Redevelopment Area.

Discussion followed on the details of the development agreement and value of the property.

Motion by Wagner, second by Nagle to call the question. Motion carried unanimously. A vote was taken on the resolution.

Yes Votes: 7 No Votes: 3 Abstain: 0 Not Voting: 1 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	YES
6	Winters, Keene	NO
7	Rasmussen, Lisa	YES
8	Kellbach, Karen	YES
9	Oberbeck, David	NO
10	Abitz, Sherry	NV
11	Mielke, Robert	NO

14-0110 Amendment

08/11/2015 10:11:37 PM

Motion by Rasmussen, second by Mielke to change the Young's resolution to "fast care center."

Winters indicated he would abstain from voting because his wife is employed at Young's Drug Store.

Rasmussen clarified she felt "urgent care center" should be amended to "fast care center" because urgent implies an emergency room and that is not what they are running; rather they are offering a quick service type clinic. Wagner questioned if these were their words or are they words we can arbitrarily change. He felt if they are calling it an urgent care we shouldn't change it. Rasmussen responded in the dialogue with Young's there was no mention of urgency, it was a neighborhood quick access facility.

Yes Votes: 7 No Votes: 2 Abstain: 1 Not Voting: 1 Result: PASS

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

14-0110

08/11/2015 10:12:07 PM

Motion by Neal, second by Nagle to adopt a Joint Resolution of the Economic Development and the Finance Committees accepting the proposal of Badger Pharmacy DBA Young's Drug Store & Young's Long Term Care Pharmacy and to transfer the City owned property at 1500 Grand Avenue (formerly a Kwik Trip) for the establishment of a pharmacy operation and urgent care center, as amended.

Yes Votes: 9 No Votes: 0 Abstain: 1 Not Voting: 1 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	YES
6	Winters, Keene	ABS
7	Rasmussen, Lisa	YES
8	Kellbach, Karen	YES
9	Oberbeck, David	YES
10	Abitz, Sherry	NV
11	Mielke, Robert	YES

12-1115

08/11/2015 10:15:19 PM

Motion by Gisselman, second by Mielke to adopt a Resolution of the Economic Development Committee authorizing execution of an amendment to the Development Agreement with Bull Falls Brewery signed November 23, 2012 (AGR #1543) to provide developer incentives located at 836 and 900 East Thomas Street in TID #9.

Yes Votes: 8 No Votes: 2 Abstain: 0 Not Voting: 1 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	YES
6	Winters, Keene	NO
7	Rasmussen, Lisa	YES
8	Kellbach, Karen	YES
9	Oberbeck, David	NO
10	Abitz, Sherry	NV
11	Mielke, Robert	YES

15-0506 Amendment

08/11/2015 10:17:25 PM

Motion by Oberbeck, second by Mielke to resolution of the Plan Commission amending the General Development Plan and approving the Precise Implementation Plan at 404 South 3rd Avenue and 308 Stewart Avenue to allow for a convenience store and a multi-family residential development – contingent upon a final staff review and approval.

Oberbeck commented the submission was incomplete as far as landscaping plan, lighting plan, and issues with the corner and DOT land. The Plan Commission sent this forward contingent upon staff review of all these details.

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

15-0506

08/11/2015 10:17:50 PM

Motion by Nutting, second by Neal to adopt a resolution of the Plan Commission amending the General Development Plan and approving the Precise Implementation Plan at 404 South 3rd Avenue and 308 Stewart Avenue to allow for a convenience store and a multi-family residential development, as amended.

Yes Votes: 9 No Votes: 1 Abstain: 0 Not Voting: 1 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	YES
6	Winters, Keene	NO
7	Rasmussen, Lisa	YES
8	Kellbach, Karen	YES
9	Oberbeck, David	YES
10	Abitz, Sherry	NV
11	Mielke, Robert	YES

CLOSED SESSION

08/11/2015 10:19:27 PM

Motion by Neal, second by Mielke to move into CLOSED SESSION pursuant to 19.85(1)(g) of the Wisconsin Statutes for 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, regarding offer of settlement in Marathon County Case No. 13CV401 Heather Detjens vs. Lorrie Jehn et al (City of Wausau).

Yes Votes: 10 No Votes: 0 Abstain: 0 Not Voting: 1 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	YES
6	Winters, Keene	YES
7	Rasmussen, Lisa	YES
8	Kellbach, Karen	YES
9	Oberbeck, David	YES
10	Abitz, Sherry	NV
11	Mielke, Robert	YES

CLOSED SESSION

08/11/2015 10:20:20 PM

Motion by Nagle, second by Kellbach to move into CLOSED SESSION pursuant to 19.85(1)(g) of the Wisconsin Statutes 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 or is likely to become involved, for the purpose of conferring with legal counsel regarding pending tax litigation involving Walgreen Co. Case No. 11CV958.

Yes Votes: 10 No Votes: 0 Abstain: 0 Not Voting: 1 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	YES
6	Winters, Keene	YES
7	Rasmussen, Lisa	YES
8	Kellbach, Karen	YES
9	Oberbeck, David	YES
10	Abitz, Sherry	NV
11	Mielke, Robert	YES

Adjourned in Closed Session.

James E. Tipple, Mayor
Toni Rayala, City Clerk

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

INITIAL RESOLUTION OF THE CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE	
Setting a public hearing regarding vacating and discontinuing a portion of an alley bounded by Prospect Avenue, Genrich Street, Dunbar Street and Single Avenue	
Committee Action:	Approved 5-0
Fiscal Impact:	None
File Number:	15-0915
Date Introduced:	September 22, 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, pursuant to Wis. Stats. 66.1003(4)(a), it is declared that since the public interest requires it, the following described portion of alley in the City of Wausau be vacated and discontinued:

Part of Block 5 of the unrecorded Dunbar and Brown’s South Addition, being the block bounded by Prospect Avenue, Dunbar Street, Genrich Street, and Single Avenue, being part of the Northwest ¼ of the Southeast ¼, Section 36, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

The west 120 feet of the public alley running east-west through said Block 5.

WHEREAS, the Capital Improvements and Street Maintenance Committee at its September 10, 2015, meeting recommended that a hearing be held.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that a hearing on the passage of the foregoing resolution shall be held before the Capital Improvements and Street Maintenance Committee of the City of Wausau, in the Council Chambers of City Hall, City of Wausau, Marathon County, Wisconsin, on the 12th day of November, 2015, at 5:30 p.m., on said day, and the proper City officials are hereby authorized and directed to give notice of said hearing by personal service and publication of said hearing as provided by law.

Approved:

James E. Tipple, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: September 10, 2015, at 5:30 p.m. in the Council Chambers of City Hall.

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

Also Present: Lindman, Jacobson, Groat, Wesolowski, Gehin

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.

CONSENT AGENDA

- A. Approve minutes of the August 20, 2015 meeting**
- B. Action on an initial resolution to hold a public hearing to vacate a portion of the alley bounded by Prospect Avenue, Genrich Street, Dunbar Street and Single Avenue**
- C. Action on an initial resolution to hold a public hearing to vacate a portion of 80th Avenue**
- D. Action on a petition for annexation – Bruch, 4212 Hilltop Avenue (076-2907-282-0978, Town of Stettin)**
- E. Action on a Stormwater Maintenance Agreement for Kocourek Holdings on North 20th Avenue**

Mielke moved to approve the consent agenda items. Kellbach seconded and the motion carried unanimously 5-0.

Agenda Item No.

1B

STAFF REPORT TO CISM COMMITTEE – September 10, 2015

AGENDA ITEM

Action on an initial resolution to hold a public hearing to vacate a portion of the alley bounded by Prospect Avenue, Genrich Street, Dunbar Street and Single Avenue

BACKGROUND

The Community Development Department has been working with the Longfellow Neighborhood Association to develop a tot lot on the corner of Prospect Avenue and Single Avenue. A map, a memo from Tammy Stratz, and additional information has been attached for your review.

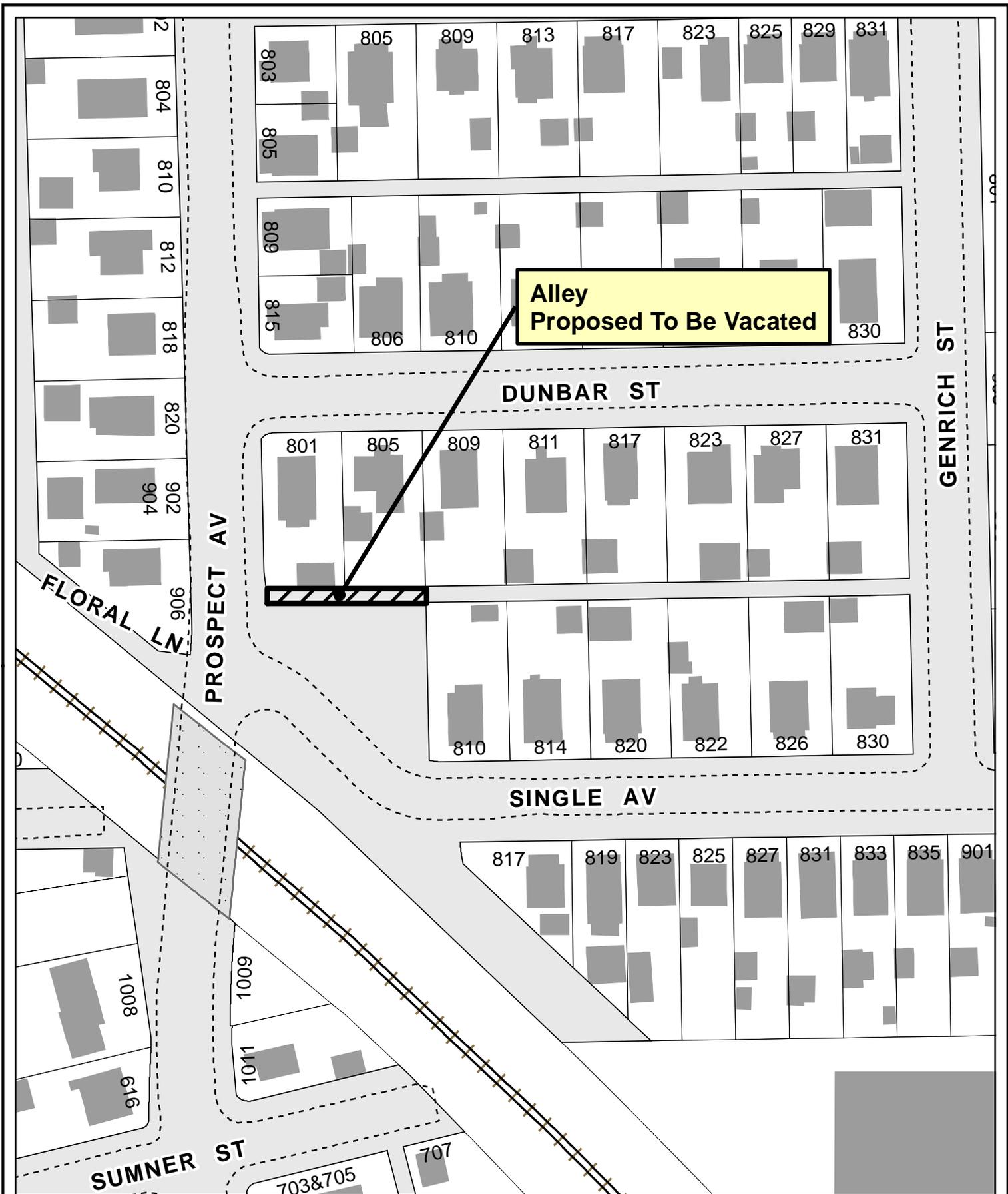
FISCAL IMPACT

The fiscal impact for vacating the alley is none.

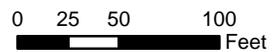
STAFF RECOMMENDATION

Staff recommends approval of the initial resolution to hold a public hearing for the purpose of vacating a portion of the alley bounded by Prospect Avenue, Genrich Street, Dunbar Street and Single Avenue.

Staff contact: Allen Wesolowski 715-261-6762



**Alley
Proposed To Be Vacated**

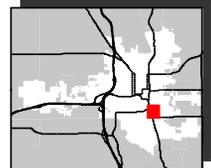


Map Date: May 14, 2015

CITY OF WAUSAU

Marathon County, Wisconsin

- Legend**
- Bridge
 - Building
 - Right of Way
 - Road (Paved)





MEMO

TO: CISM Committee Members

FROM: Tammy Stratz, Community Development Manager

RE: Proposed Alley Vacation

DATE: August 5, 2015

The Community Development Department has been working with the Longfellow Neighborhood Association to develop a Tot Lot on the corner of Prospect and Single Avenues – which is a City-owned lot. (See attached proposed Tot Lot rendering.)

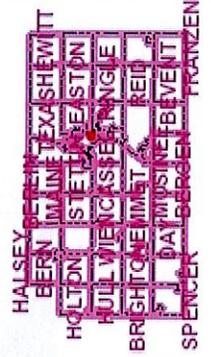
Through the investigation of this lot, it was discovered that there is an alley that was never vacated when the street was reconstructed. Through the reconstruction, the alley lost its access onto Prospect Avenue. As the attached photo shows, there is no evidence that vehicular traffic has been utilizing this alley until farther west down the alley. To properly build this Tot Lot, we are requesting the alley be vacated only on the south side of 801 and 805 Dunbar Street. I have spoken to both of the owners and, at that time, they did not have any reason to deny this request.

If you have any questions regarding this request, please feel free to call me at 715-261-6682.

Thank you for your consideration.

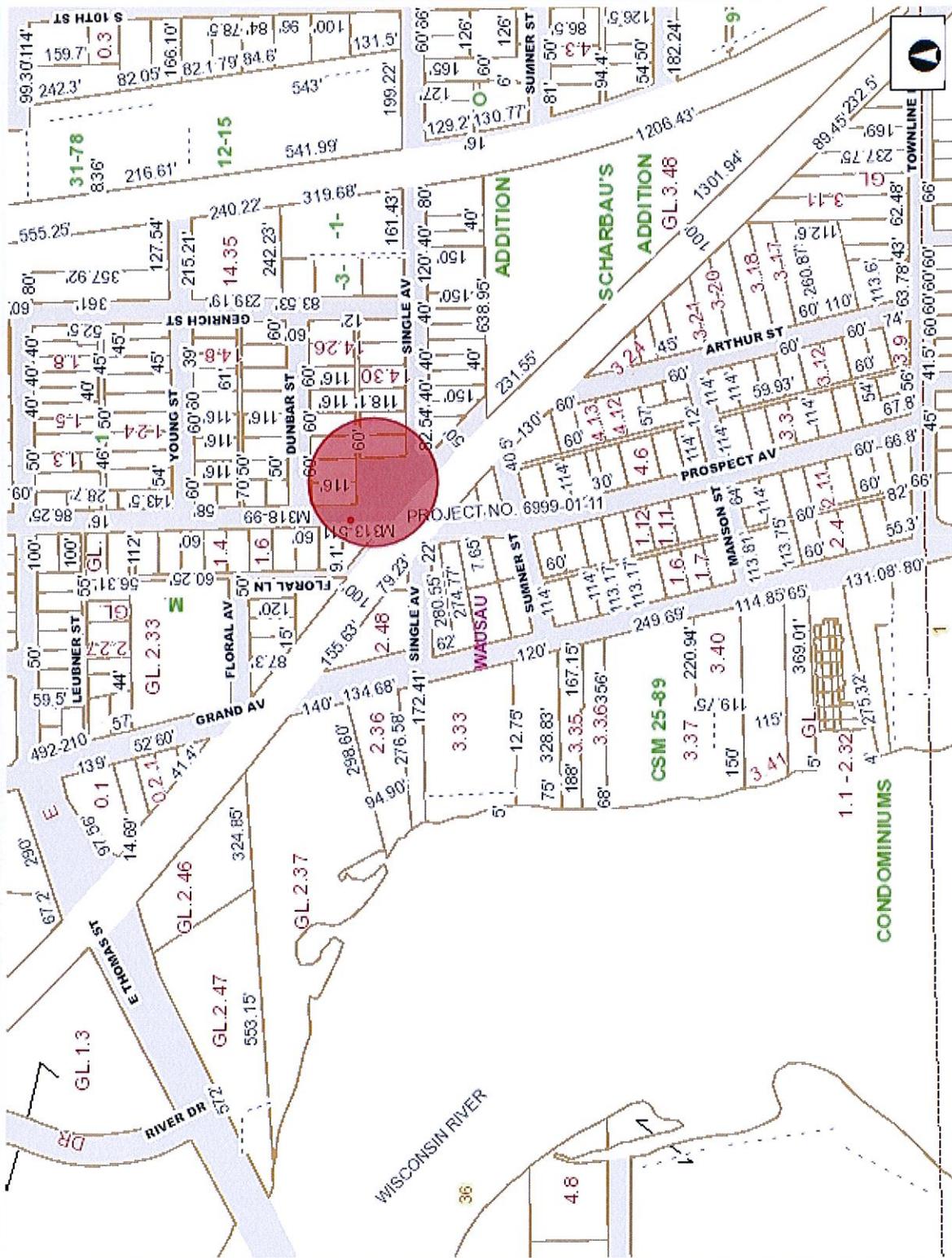


Land Information Mapping System



Legend

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



Notes

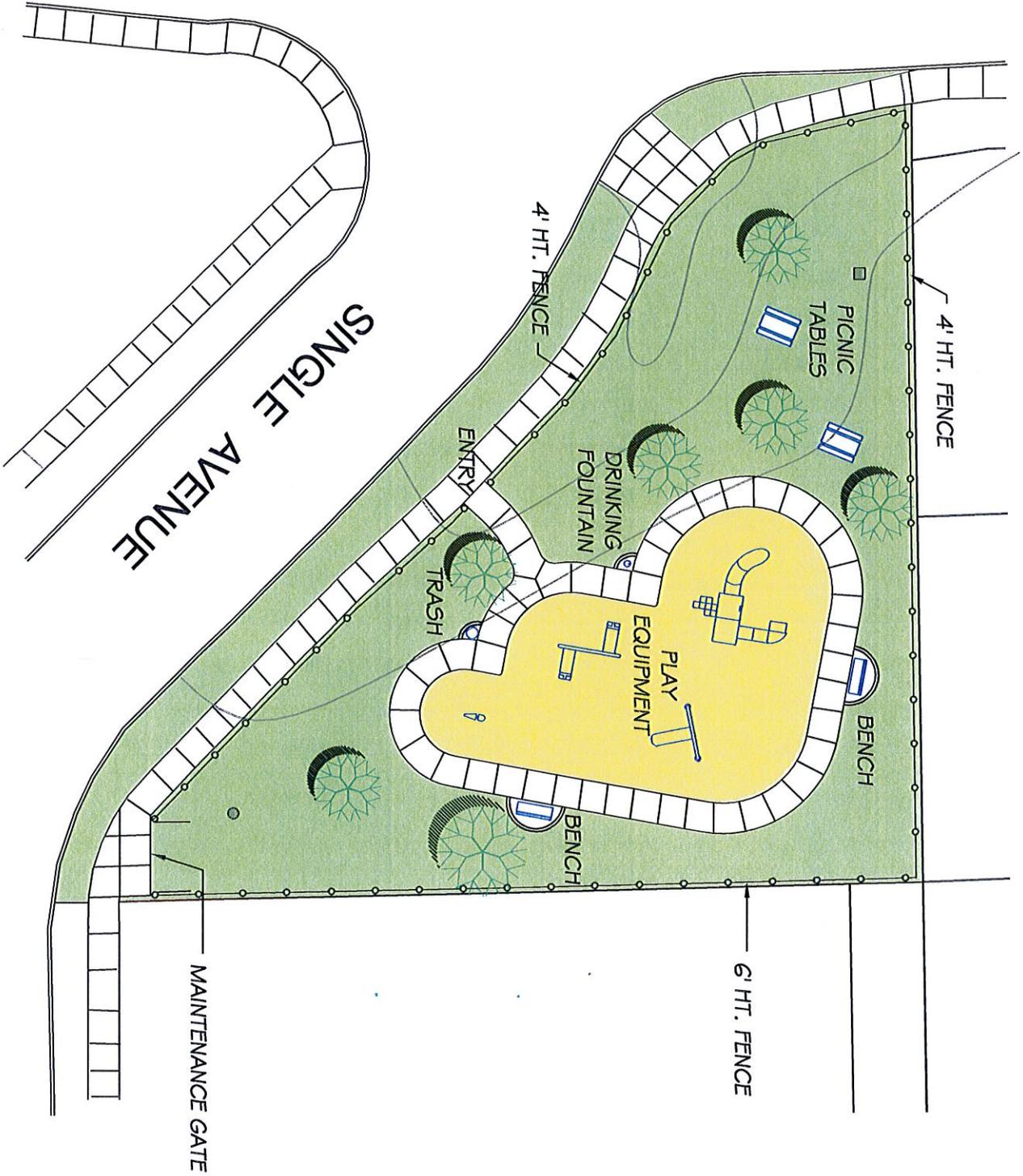
DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement 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

193.51 0 193.51 Feet

User_Defined_Lambert_Conformal_Conic

PROSPECT AVENUE



SINGLE AVENUE

MAINTENANCE GATE

4' HT. FENCE

ENTRY

TRASH

DRINKING FOUNTAIN

PLAY EQUIPMENT

PICNIC TABLES

BENCH

BENCH

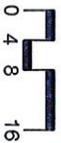
4' HT. FENCE

6' HT. FENCE

LONGFELLOW NEIGHBORHOOD TOT LOT

911 PROSPECT STREET

SCALE 1/8" = 1'-0"





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

INITIAL RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Setting a public hearing regarding vacating and discontinuing a portion of 80th Avenue

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 15-0916

Date Introduced: September 22, 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, pursuant to Wis. Stats. 66.1003(4)(a), it is declared that since the public interest requires it, due to the reconfiguration of 80th Avenue, the following described public way in the City of Wausau be vacated and discontinued:

Part of the Southwest ¼ of the Northeast ¼, and part of the Southeast ¼ of the Northwest ¼, Section 36, Township 29 North, Range 6 East, City of Wausau, Marathon County, Wisconsin, described as follows:

That portion of the 80th Avenue right-of-way in said Southwest ¼ of the Northeast ¼ and said Southeast ¼ of the Northwest ¼, lying Northerly of the Northerly right-of-way of S.T.H. "29", and lying Southerly of the following described line:

Commencing at a point on the Westerly right-of-way of South 77th Avenue, said point shown as Point A on said Certified Survey Map Number 1346 recorded in the Office of Register of Deeds for Marathon County in Volume 6 of Certified Survey Maps on Page 27, and lying at the beginning of a 60 foot cul-de-sac at the South end of said South 77th Avenue; thence along said Westerly right-of-way and along an arc of a curve to the left having a chord bearing of South 11°32'35" West and a chord distance of 43.45 feet and a radius of 60.00 feet; thence North 75°47'22" West, 47.01 feet; thence South 88°36'09" West, 38.94 feet; thence South 51°47'38" West, 185.82 feet; thence South 63°48'13"

West, 96.34 feet to the Northerly right-of-way of State Trunk Highway 29; thence South 75°48'49" West, along said Northerly right-of-way, 368.87 feet; thence along the arc of a curve to the right having a chord bearing of North 68°40'36" West and a chord distance of 419.95 feet and a radius of 361.50 feet, to the East right-of-way of South 80th Avenue, the point of beginning of said line;

Thence continuing along the arc of a curve to the right having a chord bearing of North 25°15'22" West and a chord distance of 99.51 feet and a radius of 361.50 feet; thence South 89°46'02" West, perpendicular to the East line of Lot 2 of Certified Survey Map Number 7472 recorded in the Office of Register of Deeds for Marathon County in Volume 29 of Certified Survey Maps on Page 35, 17.65 feet to the Southeast corner of said Lot 2, the end of said line.

WHEREAS, upon the vacation and discontinuance of the right of way, the portion reverting to the City's ownership shall be deeded by quitclaim deed to the abutting property owner at 902 80th Avenue, so as not to land lock his parcel and extended driveway from access to 80th Avenue, in violation of the statute; and

WHEREAS, the Capital Improvements and Street Maintenance Committee at its September 10, 2015, meeting recommended that a hearing be held.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that a hearing on the passage of the foregoing resolution shall be held before the Capital Improvements and Street Maintenance Committee of the City of Wausau in the Council Chambers of City Hall, 407 Grant Street, Wausau, Marathon County, Wisconsin, on the 12th day of November, 2015, at 5:30 p.m., on said day, and the proper City officials are hereby authorized and directed to give notice of said hearing by personal service and publication of said hearing as provided by law.

Approved:

James E. Tipple, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: September 10, 2015, at 5:30 p.m. in the Council Chambers of City Hall.

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

Also Present: Lindman, Jacobson, Groat, Wesolowski, Gehin

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

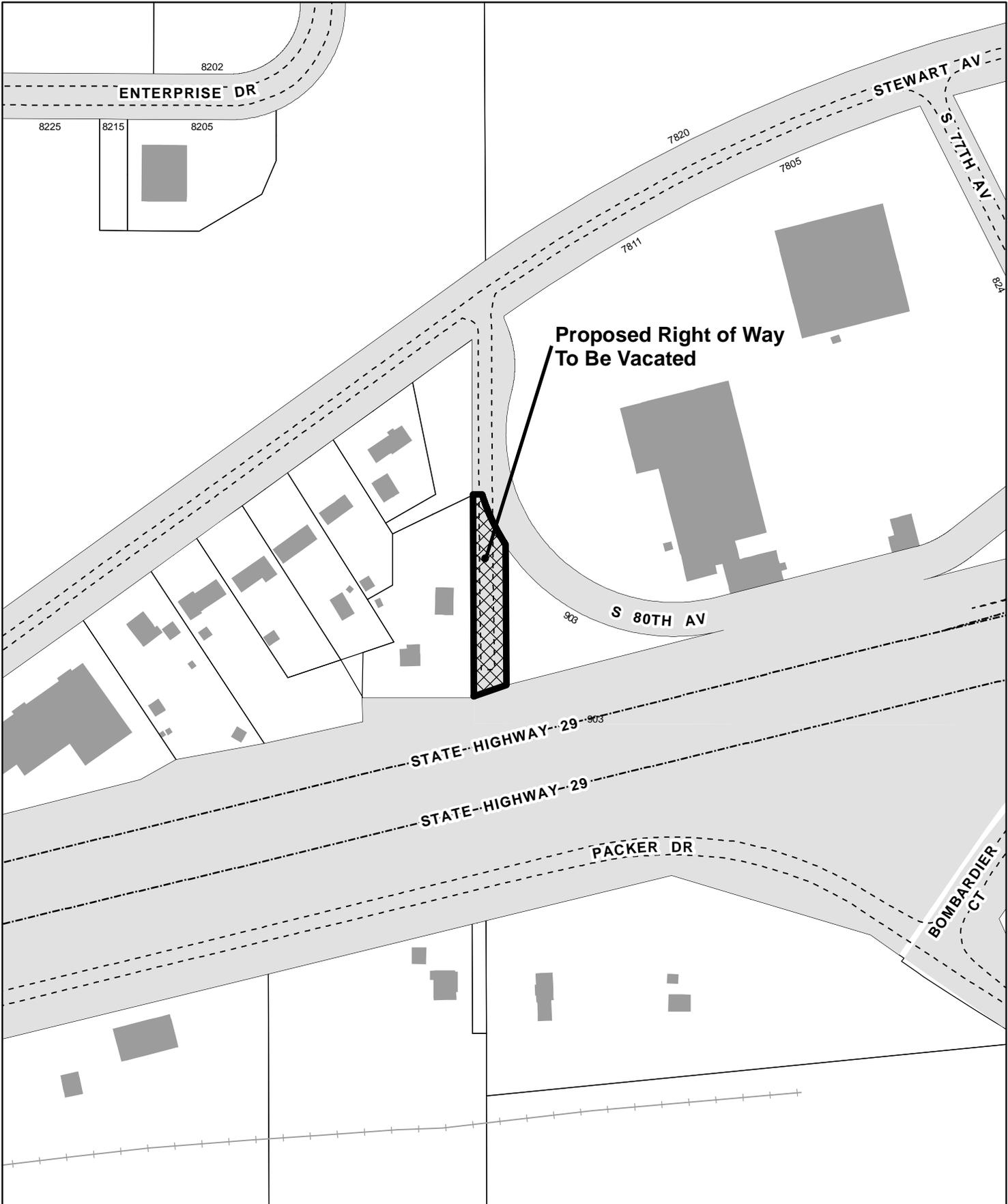
Noting the presence of a quorum, at approximately 5:30 p.m. Chairperson Rasmussen called the meeting to order.

CONSENT AGENDA

- A. Approve minutes of the August 20, 2015 meeting**
- B. Action on an initial resolution to hold a public hearing to vacate a portion of the alley bounded by Prospect Avenue, Genrich Street, Dunbar Street and Single Avenue**
- C. Action on an initial resolution to hold a public hearing to vacate a portion of 80th Avenue**
- D. Action on a petition for annexation – Bruch, 4212 Hilltop Avenue (076-2907-282-0978, Town of Stettin)**
- E. Action on a Stormwater Maintenance Agreement for Kocourek Holdings on North 20th Avenue**

Mielke moved to approve the consent agenda items. Kellbach seconded and the motion carried unanimously 5-0.

AGENDA ITEM
Action on an initial resolution to hold a public hearing to vacate a portion of 80 th Avenue
BACKGROUND
<p>It is recommended that the City initiate a petition for the vacation of a portion of 80th Avenue under Wis. Stats. 66.1003(4)(a), by the introduction of a resolution stating that since the public interest requires it, due to the reconfiguration by the City of 80th Avenue, that the proposed right-of-way be vacated according to the attached map.</p> <p>Additionally, upon vacation and discontinuance of the right-of-way, the portion reverting to the City's ownership should be deeded by quitclaim deed to the abutting property owner at 902 South 80th Avenue so as not to landlock his parcel and extended driveway from access to 80th Avenue, in violation of the statute.</p>
FISCAL IMPACT
There is no fiscal impact in vacating the right-of-way.
STAFF RECOMMENDATION
Staff recommends approval to schedule a public hearing to vacate the portion of 80 th Avenue as indicated on the attached map.
Staff contact: Allen Wesolowski 715-261-6762



**Proposed Right of Way
To Be Vacated**



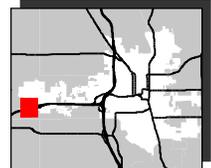
Map Date: September 3, 2015

CITY OF WAUSAU

Marathon County, Wisconsin

Legend

-  Vacate
-  Existing Right of Way
-  Existing Road (Paved)
-  Existing Building



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

Approving Agreement for the Management and Maintenance of a Stormwater facility (Kocourek Holdings – North 20th Avenue)

Committee Action: Approved 5-0

Fiscal Impact: None.

File Number: 15-0914

Date Introduced: September 22, 2015

WHEREAS, your Capital Improvements and Street Maintenance Committee met on September 10, 2015 to review the agreement and recommends approval of an Agreement for the Management and Maintenance of a Stormwater Facility for Kocourek Holdings, for stormwater facilities on their property on North 20th Avenue; now therefore

BE IT RESOLVED the Common Council of the City of Wausau does hereby approve the Agreement, a copy of which is attached hereto and incorporated herein by reference, and the City Clerk is hereby instructed to have the agreement recorded in the office of the Marathon County Register of Deeds.

Approved:

James E. Tipple, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: September 10, 2015, at 5:30 p.m. in the Council Chambers of City Hall.

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

Also Present: Lindman, Jacobson, Groat, Wesolowski, Gehin

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.

CONSENT AGENDA

- A. Approve minutes of the August 20, 2015 meeting**
- B. Action on an initial resolution to hold a public hearing to vacate a portion of the alley bounded by Prospect Avenue, Genrich Street, Dunbar Street and Single Avenue**
- C. Action on an initial resolution to hold a public hearing to vacate a portion of 80th Avenue**
- D. Action on a petition for annexation – Bruch, 4212 Hilltop Avenue (076-2907-282-0978, Town of Stettin)**
- E. Action on a Stormwater Maintenance Agreement for Kocourek Holdings on North 20th Avenue**

Mielke moved to approve the consent agenda items. Kellbach seconded and the motion carried unanimously 5-0.

Agenda Item No.

1E

STAFF REPORT TO CISM COMMITTEE – September 10, 2015

AGENDA ITEM

Action on a Stormwater Maintenance Agreement for Kocourek Holdings on North 20th Avenue

BACKGROUND

Kocourek Holdings has completed the modifications to an existing detention pond located northeast of N. 20th Avenue. The modifications to the pond will serve approximately 11 acres of existing and future commercial development. Recently a body shop was built on the 11 acre site. The stormwater pond along with storm sewer, inlets, and riprap spillway will treat and store the runoff from the 11-acre site. To ensure properly functioning stormwater facilities year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a bi-annual basis. The maintenance agreement is attached for your review.

FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends approval of the stormwater maintenance agreement.

Staff contact: Sean Gehin 715-261-6748

AGREEMENT FOR THE MANAGEMENT AND
MAINTENANCE OF A STORMWATER FACILITY

THIS AGREEMENT made this 5 day of August, 2015, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and KOCUREK HOLDINGS, a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER";

WITNESSETH:

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

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

Recording Area

Name and Return Address
City of Wausau Engineering Dept.
407 Grant Street
Wausau, WI 54403

PIN:

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

OWNER:

By: [Signature]

By: _____

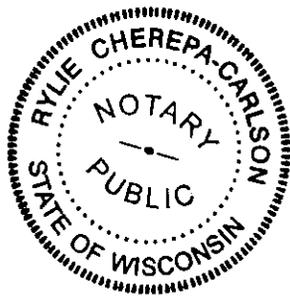
CITY OF WAUSAU:

By: _____

James E. Tipple, Mayor

By: _____

Toni Rayala, Clerk



STATE OF WISCONSIN)
) ss.
 COUNTY OF MARATHON)

Personally came before me this 3rd day of AUGUST, 2015, the above-named KEITH KOCOUREK and KOCOUREK HOLDINGS, LLC, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

[Signature]
 Notary Public, Wisconsin
 My commission: 4.16.17

STATE OF WISCONSIN)
) ss.
 COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 20____, 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: _____

EXHIBIT A

See Grading & Drainage Exhibit

EXHIBIT B

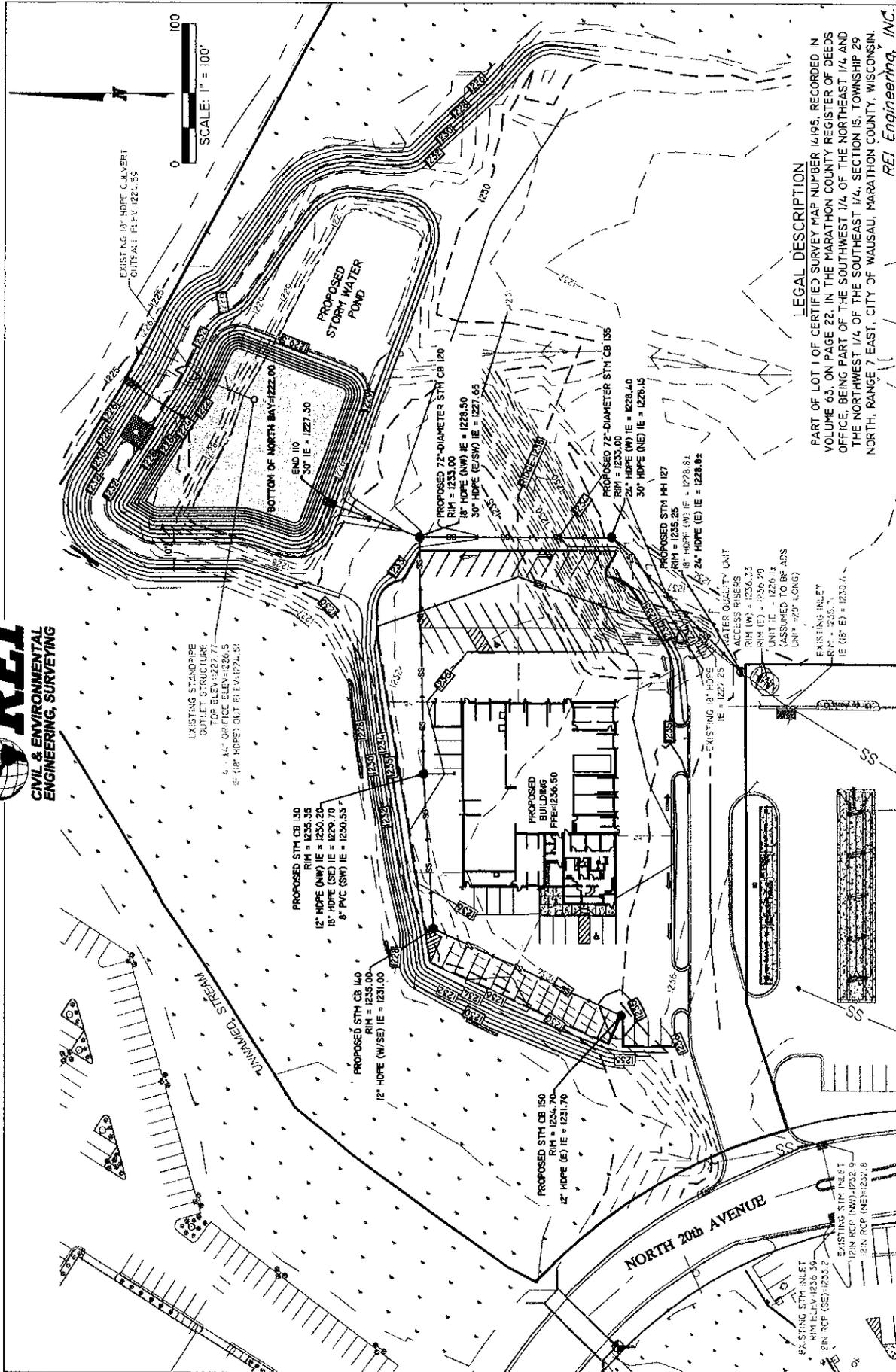
STORM WATER FACILITIES MAINTENANCE SCHEDULE AND PROCEDURES FOR KOCOUREK HOLDINGS, LLC

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

Maintenance and inspection shall be performed within the stormwater facilities and their outlet structures on the site, on-site storm sewer, culverts, and grassed swales.

Maintenance at this location shall consist of the following tasks:

1. DEBRIS: Removal of trash and debris should be done on a regular basis to maintain aesthetics and functionability of the stormwater facilities and grassed swales.
2. STORM AND OUTLET STRUCTURES: Remove accumulated sediment and/or debris from the outlet structures of the stormwater facilities, storm sewer pipes, and culverts.
3. RIPRAP: Inspect riprap and replace as may be needed to maintain integrity and a clean appearance of riprap.
4. MOWING: Mow the swales and pond side slopes, and pond embankments to promote drainage, aesthetics, and control weed growth. Do not allow brush or trees to grow within the interior pond storage area or exterior backslopes of the pond.
5. DRAINAGE SWALES: Maintain free-drainage within drainage swales on the site.
6. WET DETENTION POND: A permanent pool depth of 5 feet has been designed for proposed pond. A clean out cycle of accumulated sediment is recommended once the permanent pool is less than 3 feet in depth, which typically will have to be done every 10 to 20 years depending upon the cleanliness of the upstream source water.



KOCOUK BODY SHOP N. 20th AVENUE WAUSAU, WISCONSIN 54401		EXHIBIT A : GRADING & DRAINAGE EXHIBIT	
PROJECT NO. 2369M		DRAWN BY: TAW	
DATE: 5/30/2014		DRAWING NO. 2369M	

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

RESOLUTION OF THE PLAN COMMISSION

Amending the precise implementation plan for 302 Spruce Street to allow for a building expansion in an existing Unified Development District.

Committee Action: Approved 4-0

Fiscal Impact: None.

File Number: 06-0508

Date Introduced: September 22, 2015

WHEREAS, the Plan Commission met on September 15, 2015 to consider a request to amend the Unified Development District (UDD) zoning at 302 Spruce Street to allow for an expansion to an existing funeral home; and

WHEREAS, UDD zoning was approved for the property in 2006 to allow for a substantial expansion of the original funeral home; and

WHEREAS, the first expansion was not built to the scale at which it was approved; and

WHEREAS, the proposed current expansion still falls within the footprint of the previously approved expansion plan; and

WHEREAS, the proposed expansion will be similar to the previous expansion, matching the architectural style of the existing building; and

WHEREAS, the landscaping of the property will be improved to make the property more attractive, particularly on the north side where the expansion will be taking place; now therefore

BE IT RESOLVED that the Common Council of the City of Wausau hereby amends the precise implementation plans for 302 Spruce Street to allow for a building expansion in an existing Unified Development District, subject to staff review of the following plans:

1. Landscaping plan
2. Detailed site plan
3. Building elevations

Approved:

James E. Tipple, Mayor

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, September 15, 2015, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Lindman, Gisselman, Atwell, Bohlken

Others Present: Lenz, DeSantis, Hebert, Ohrmundt

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

Lindman called the meeting to order at 5:00 p.m. noting that a quorum was present.

Discussion and possible action on amending the Precise Implementation Plan at 302 Spruce Street to allow for a building expansion.

Lenz said that there is information in the packet for an expansion for Helke Funeral Home. The last page of the section shows the expansion to the north that was proposed in 2006. It was approved, but it was not constructed to that level. A small addition onto the garage, listed on the 4th page of the section, was constructed. The new proposal is a small addition that is well within the original proposed expansion. Lenz said that staff wanted to clarify the expansion with the commission and verify that more detailed plans shall be sought. The authority to review the plans can be given to staff by the commission. Staff recommends approval.

John Ohrmundt said that they are willing to do whatever the city requires and doesn't seem to be a complicated project. The necessary drawings will be submitted before anything is started.

Lindman asked if the garage was built a few years ago. Ohrmundt said that is correct. Lindman asked if this will be an expansion to that garage. Ohrmundt said it will be an expansion to the garage for a crematory.

Lindman said the staff is asking the commission to authorize moving forward and giving staff the authorization to approve the detailed plans. Ohrmundt said he didn't want to waste any time. Hebert asked if the finishes will be continued and if landscaping would be continued. Ohrmundt said that a new landscaping plan will be submitted to enhance the area.

Lindman motioned to amend the Precise Implementation Plan at 302 Spruce Street to allow for a building expansion and authorizes staff to approve the detailed plans. Atwell seconded, and the motion carried unanimously 4-0. This item will go to Common Council on September 22, 2015.



Memorandum

From: Brad Lenz
To: Plan Commission
Date: September 9, 2015
Subject: Amending UDD zoning at 302 Spruce Street

Unified Development District (UDD) zoning was approved at this location in 2006 to allow for a substantial expansion of Helke Funeral Home. The UDD zoning was amended in 2008 to allow for a garage addition to the building. The current proposal is to again amend the UDD to allow for another expansion, which would be adjacent to the previous expansion.

The packet of information submitted by the petitioner includes a brief explanation of the proposed addition, a Plan Commission Resolution from the 2008 project, a site plan showing the new addition, floor plans of the building, and a map showing the property and location of the new addition.

Staff also included in the packet a memo from 2008 that includes two maps. Map II shows the original planned expansion for the funeral home, which was approved but has not been built to the scale at which it was originally proposed.

The proposed expansion still fits within the larger, formerly approved expansion area, and therefore staff recommends approval of the new expansion. However, details of the proposed expansion should be discussed at Plan Commission to ensure compatibility with the existing building and grounds. Staff is seeking authority to review building elevations, detailed site plans, and a landscaping plan prior to issuance of a building permit.

City of Wausau
407 Grant St.

To: Plan Commission
From: John Ohrmundt Construction Inc.
Owner: Helke Funeral Home
302 Spruce St.

John Ohrmundt Construction Contractor and Developer for Helke Funeral Home hereby request a review of the precise implementation plan to allow for the construction of a new 928 sq. ft addition to the north side of there existing business. The addition is simply needed to meet the increase and the changing needs of there business.

I have enclosed for your review RESOLUTION OF THE PLAN COMMISSION for November 11, 2008 which should allow for conformance.

I have enclosed a site plan which will show the location of the addition and a floor elevation of the new garage.

I will conform to all zoning and building requirements presented by the city.

In addition I will be at the meeting to answer any questions that may come up

John Ohrmundt
1200 W Campus Dr.
Wausau, Wisc. 54401

715-432-6856



25,000 /

80,000

Dan

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

RESOLUTION OF THE PLAN COMMISSION

Amending the general development plan and approving the precise implementation plan for 302 Spruce Street. (Helke Funeral Home)

Committee Action: Approved 6 - 0

Fiscal Impact: None

File Number: 02-0410

Date Introduced: November 12, 2008

WHEREAS, the Plan Commission met on October 21, 2008 to review a request by Helke Funeral Home to amend the existing general development plan and approve the precise implementation plan for 302 Spruce Street to allow for construction of a new, approximately 870 square foot, two-stall garage attached to the north side of the existing funeral home building and for expansion and reconstruction of their parking lot, in an existing Unified Development District; and

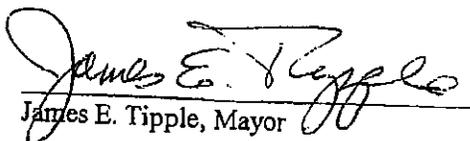
WHEREAS, the previously-approved general development plan included construction of a large addition to the north side of the existing funeral home building which would have approximately doubled its size; and

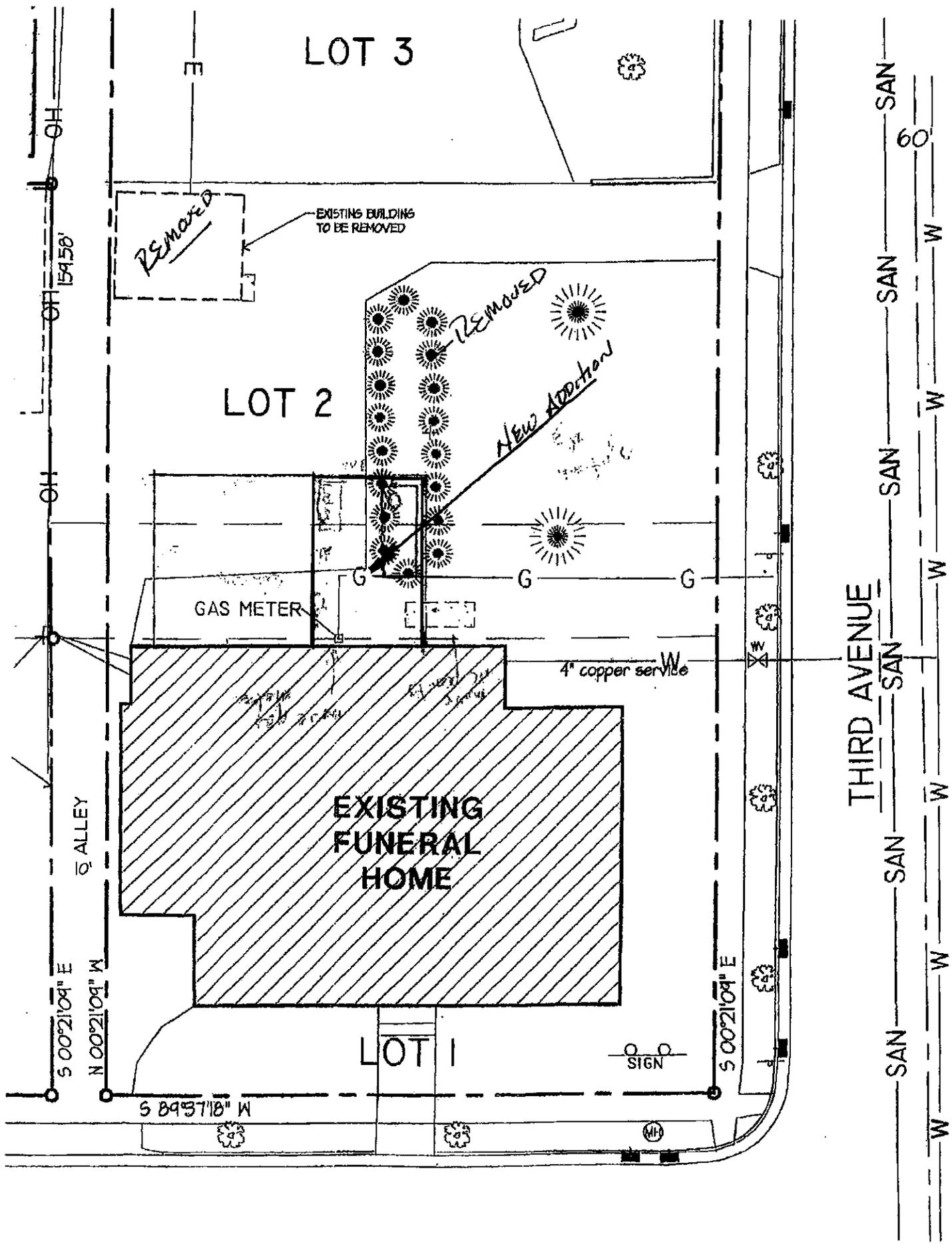
WHEREAS, the Plan Commission determined that the proposed changes to the general development plan are not significant enough to warrant a public hearing; and

WHEREAS, sufficient information has been submitted to determine that the precise implementation plan largely conforms with the approved general development plan; now therefore

BE IT RESOLVED that the Common Council of the City of Wausau hereby approves amending the general development plan, as presented, and approving the precise implementation plan, as presented, for 302 Spruce Street, subject to the condition that a detailed parking lot lighting plan and plan for the fence to be located along the northwest boundary of the property, adjacent to an existing residence, shall be submitted to the Zoning Administrator for review and, if found acceptable, approval prior to construction of the fence and installation of the parking lot lighting.

Approved:


James E. Tipple, Mayor



LOT 3

LOT 2

LOT 1

REMOVED

REMOVED

New Addition

EXISTING BUILDING TO BE REMOVED

GAS METER

4" copper service

EXISTING FUNERAL HOME

SIGN

MFD

THIRD AVENUE

159.50'

5 00'21 04" E

N 00'21 04" W

5 89'57 18" W

5 00'21 04" E

SAN

60'

SAN

SAN

SAN

SAN

SAN

W

W

W

W

W

W

W



Map Created: 5/27/2015

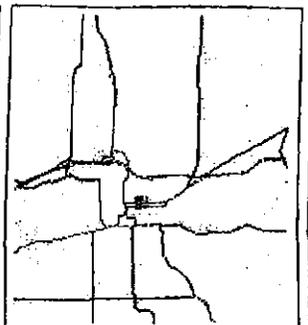
83.33 0 83.33 Feet

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

PS 2 SUEB 2006
RS AC UDD
B1437 - CAVE



- Legend**
- Paroiss
 - Building
 - Railroad
 - Paved Road
 - Divided Highway
 - Driveway
 - Sidewalk
 - Stream - River
 - Pond - Lake
 - Wausau Wetland

This is the proposed Addition

This is the property.

Notes

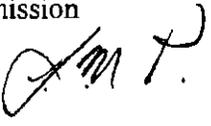
Department of Public Works
Planning Division



Joseph M. Pribanich
City Planner

MEMO

TO: Members of City Plan Commission

FROM: Joe Pribanich, City Planner 

DATE: October 15, 2008

SUBJECT: Amend General Development and Approve Precise Implementation Plan for 302 Spruce Street (Helke Funeral Home)

In April, 2006, a Unified Development District was established at 302 Spruce Street to allow for expansion of the Helke Funeral Home building and parking facilities. At that time, the general development plan submitted for the project anticipated an expansion of the funeral home that would have approximately doubled the size of the structure. Attached Map I shows the location of the petitioner's property and Map II is a copy of the general development plan that was approved in 2006. Also attached are the minutes of the public hearing for creating the UDD.

Since establishment of the UDD, the owner of Helke Funeral Home has decided not to complete the large expansion of the building shown on Map II but, instead, would like to construct a new two-stall attached garage on the north side of the funeral home building, thus downsizing the earlier proposal. Plans for the parking lot as well as a handicapped accessible ramp and demolition of an existing garage are still part of the current development program. The attached project narrative for the general plan amendment, revised site plan labeled Map III, and building elevations provide additional information about the proposed changes to the previously-approved plan.

Staff recommends the Plan Commission determine that the proposed changes to this Unified Development District are not significant enough to warrant a public hearing on the amended general development plan.

With respect to the precise implementation plan, sufficient information has been submitted to determine that the plan conforms with the approved general development plan, with two exception: details for the parking lot lighting and a design detail for the 6-foot high fence which will be located along the northwest boundary of the property, adjacent to an existing residence, should be reviewed by the Zoning Administrator and, if found acceptable, approved prior to construction of the fence and installation of the light(s).

Staff recommends approval of the precise plan with the above condition.

302SpruceHelkeAmendGen&Precise2008StIRpt10.21/JMP:ca

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

CONFIRMATION OF MAYOR'S APPOINTMENTS

to Boards, Commissions and Committees: *Citizens Advisory Committee-Community Development Block Grant*

File Number: 15-0903

Date Introduced: September 22, 2015

Citizens' Advisory Committee - Community Development Block Grant

Bruce Bohlken (2)
*Re-appointment

409 Ross Ave

6 Yr Term Exp 4/30/21

715-848-8177

- (N) Individual is filling the unexpired term of a former member
- (1) Individual is in their own 1st full term
- (#) Designates the term number appointed to

Approved:

James E. Tipple, Mayor

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

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE	
Postponing the street construction project of 2 nd Avenue from Stewart Avenue to Elm Street and Clark Street from 2 nd Avenue to the cul-de-sac	
Committee Action:	Approved 5-0
Fiscal Impact:	None at this time.
File Number:	15-0105
Date Introduced:	September 22, 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, 2nd Avenue from Stewart Avenue to Elm Street and Clark Street from 2nd Avenue to the cul-de-sac was proposed to be reconstructed in 2015; and

WHEREAS, the City has contracted with GRAEF to design the landscaping features for the project; and

WHEREAS, the current design includes raised concrete intersections, specialty pavers, specialty tree grates, lighting, ornamental plantings and gateway features; and

WHEREAS, project plans are nearing completion and the engineer’s estimate for the project as designed is \$1.85 million with an additional \$350,000 estimated for converting overhead utilities to underground; and

WHEREAS, \$350,000 has been budgeted for the conversion of overhead utilities to underground and \$1.05 million has been budgeted for the reconstruction project; and

WHEREAS, your Capital Improvements and Street Maintenance Committee discussed the proposed project at its meeting on August 20, 2015 and recommends postponing the project to allow staff

time to propose alternatives that still provide unique amenities for the area while reducing the overall project costs; now therefore

BE IT RESOLVED the Common Council of the City of Wausau does hereby approve postponing the street construction project of 2nd Avenue from Stewart Avenue to Elm Street and Clark Street from 2nd Avenue to the cul-de-sac.

Approved:

James E. Tipple, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: August 20, 2015, at 6:30 p.m. in the Council Chambers of City Hall.

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

Also Present: Lindman, Jacobson, Lenz, Wesolowski

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 6:30 p.m. Chairperson Rasmussen called the meeting to order.

Discussion and possible action on the street reconstruction project of 2nd Avenue from Stewart Avenue to Elm Street and Clark Street from 2nd Avenue to the cul-de-sac

Rasmussen stated this project has been delayed a few times to obtain stakeholder input and GRAEF was contracted with for the landscape design. Wesolowski reminded the committee that the public hearings for this project were delayed in spring. GRAEF and the Engineering Department moved forward with the landscape and street designs. The plans are primarily completed and the engineering estimate for the road, storm sewer and amenities is up to \$1.8 million and \$1.05 million was budgeted. Staff is looking for direction on moving forward with the current design or modifying the design to get the project within budget. Rasmussen questioned if certain elements of the plan have been identified as cost leaders and if less expensive alternatives could be looked at for those elements. Wesolowski replied the pavers alone are approximately \$350,000. The paver grating system is specialty work and the raised concrete intersections are costly to build. Wesolowski did not feel comfortable picking alternatives and cutting the project as the committee and stakeholders have seen and approved the current design. Rasmussen asked if it was possible to get photos of the Urbana paver and a less expensive paver. Mielke stated the west side business owners want something done and a decision needs to be made. Rasmussen stated the municipal borrowing was just completed and this project was not included. Wesolowski noted that the project falls within TID 8.

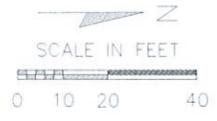
Elizabeth Field, Wausau River District Executive Director, indicated the business owners are frustrated and want to see something done. Ideally getting public input would be fantastic. She has notified the business owners that this project may not happen this year. Although they are frustrated they really just want to know what is going on. Rasmussen stated there were a lot of stakeholder meetings to obtain what they wanted as far as a vision for the area. There was a time when they all wanted something but there was not a cohesive vision. Then there was a time when there were initial designs and no consensus from the stakeholders. Trying to incorporate different visions slowed the process down. Waiting to complete the project until 2016 does give time to view alternative lights and pavers and receive feedback from the stakeholders; although she does not want to go back to square one. Gisselman stated the need to be cognitive of the bottom line. Rasmussen indicated having a list of three to four potential alternatives and samples or pictures of alternatives would assist in giving a vision. The design still needs to be something different and unique as the area is looking for its own identity. Field agreed and added that the stakeholders do not want to be similar to the east side of Wausau. She noted that the Mifflin Street area of Madison has been mentioned in West Side Pride meetings. This may be a good starting point to look at different materials. Mielke stated there has been so much planning for this project that it would be sinful to let it go by the wayside. Lenz stated the basic structure is there. If options are explored that require a lot of engineering it will add cost to the whole project. Staff will look at simple fixes/alternatives that can be inserted into the current plans.

CISM Committee
August 20, 2015 – Page 2

Mielke moved to defer the street reconstruction project of 2nd Avenue from Stewart Avenue to Elm Street and Clark Street from 2nd Avenue to the cul-de-sac to 2016. Kellbach seconded and the motion passed unanimously 5-0.

AGENDA ITEM
<p>Discussion and possible action on the street reconstruction project of 2nd Avenue from Stewart Avenue to Elm Street and Clark Street from 2nd Avenue to the cul-de-sac</p>
BACKGROUND
<p>2nd Avenue and Clark Street were proposed for reconstruction in 2015. The project has undergone several delays. The City has been working with GRAEF on the landscaping features for the project. Currently, the plans are 90% complete. An engineering estimate has been developed to reflect the most recent costs for the project. This cost estimate is included as an attachment. The engineering estimate for the project as currently designed is \$1.85 million for the street and storm sewer portion of the project. The budget is \$1.05 million. The \$1.05 million budget was based upon a design similar to the current design for the downtown. The current design includes raised concrete intersections, specialty pavers, specialty tree grates, lighting, ornamental plantings and gateway features. Additionally, the estimated cost for burial of the private utilities (electric, phone, cable and relocation of gas main) is estimated to be \$350,000.</p>
FISCAL IMPACT
<p>The project is to be funded from TID 8. The fiscal impact is dependent upon the level of design and construction.</p>
STAFF RECOMMENDATION
<p>Staff recommends moving the construction project to a 2016 construction. Staff is looking for direction on the budget for the project. If staff is directed to work within the existing budget, scaling back the design and project would be necessary. If the current design is to move forward, additional funding will be required.</p>
<p>Staff contact: Allen Wesolowski 715-261-6762</p>

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2+50
3+00
4+00
4+50
5+00

PROPOSED SAWCUT AT PROJECT LIMITS (TYP)

5.5' WIDE, 6" CONCRETE SIDEWALK (TYP)

GRADUAL RAMP UP TO TABLE TOP INTERSECTION (TYP)

ACCENT PLANTINGS (TYP)

CLARK STREET

PROPOSED 8' WIDE, 6" CONCRETE TERRACE AREA (TYP)

PEDESTRIAN CROSSWALK W/URBANA PAVERS AT 45° IN ASHLAR PATTERN & PERIMETER PAVERS AT 90° (TYP)

5' WIDE TERRACE AREA W/URBANA PAVERS AT 90° IN ASHLAR PATTERN (TYP)

PROPOSED 6" CONCRETE DRIVE APPROACH (TYP)

TABLE TOP CONCRETE INTERSECTION PEDESTRIAN PLAZA (TYP)

S. 2ND AVENUE

PROPOSED IRONSMITH #4164, 48"x60" PAVER-GRATE (TYP)

PEDESTRIAN BUMP-OUT W/URBANA PAVERS AT 90° IN ASHLAR PATTERN & PERIMETER PAVERS AT 90° (TYP)

PROPOSED LOW-LEVEL DECORATIVE LED LIGHTING (TYP)

PROPOSED 2'x4' TRUNCATED DOME PANEL (TYP)

STEWART AVENUE



PROPOSED SAWCUT AT PROJECT LIMITS (TYP)

PEDESTRIAN CROSSWALK W/URBANA PAVERS AT 45° IN ASHLAR PATTERN & PERIMETER PAVERS AT 90° (TYP)

PROPOSED LOW-LEVEL DECORATIVE LIGHTING (TYP)

ACCENT PLANTINGS (TYP)

S. 2ND AVENUE

5.5' WIDE, 6" CONCRETE SIDEWALK (TYP)

PROPOSED IRONSMITH #4164, 48"x60" PAVER-GRATE (TYP)

PROPOSED 6" CONCRETE DRIVE APPROACH (TYP)

PEDESTRIAN BUMP-OUT W/URBANA PAVERS AT 90° IN ASHLAR PATTERN & PERIMETER PAVERS AT 90° (TYP)

5' WIDE TERRACE AREA W/URBANA PAVERS AT 90° IN ASHLAR PATTERN (TYP)

CALLON STREET

ALEXANDER STREET

PRELIMINARY

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

SURVEYED BY: ENG DEPT
FIELD BOOK NO. ? PG. ?
DESIGNED BY: A.M.WESOLOWSKI
DRAWN BY: P.R.NIKOLA
APPROVED BY: E.R.LINDMAN
POINT FILE: 0837TOP0.asc

REVISIONS
P.R.NIKOLA
P.R.NIKOLA

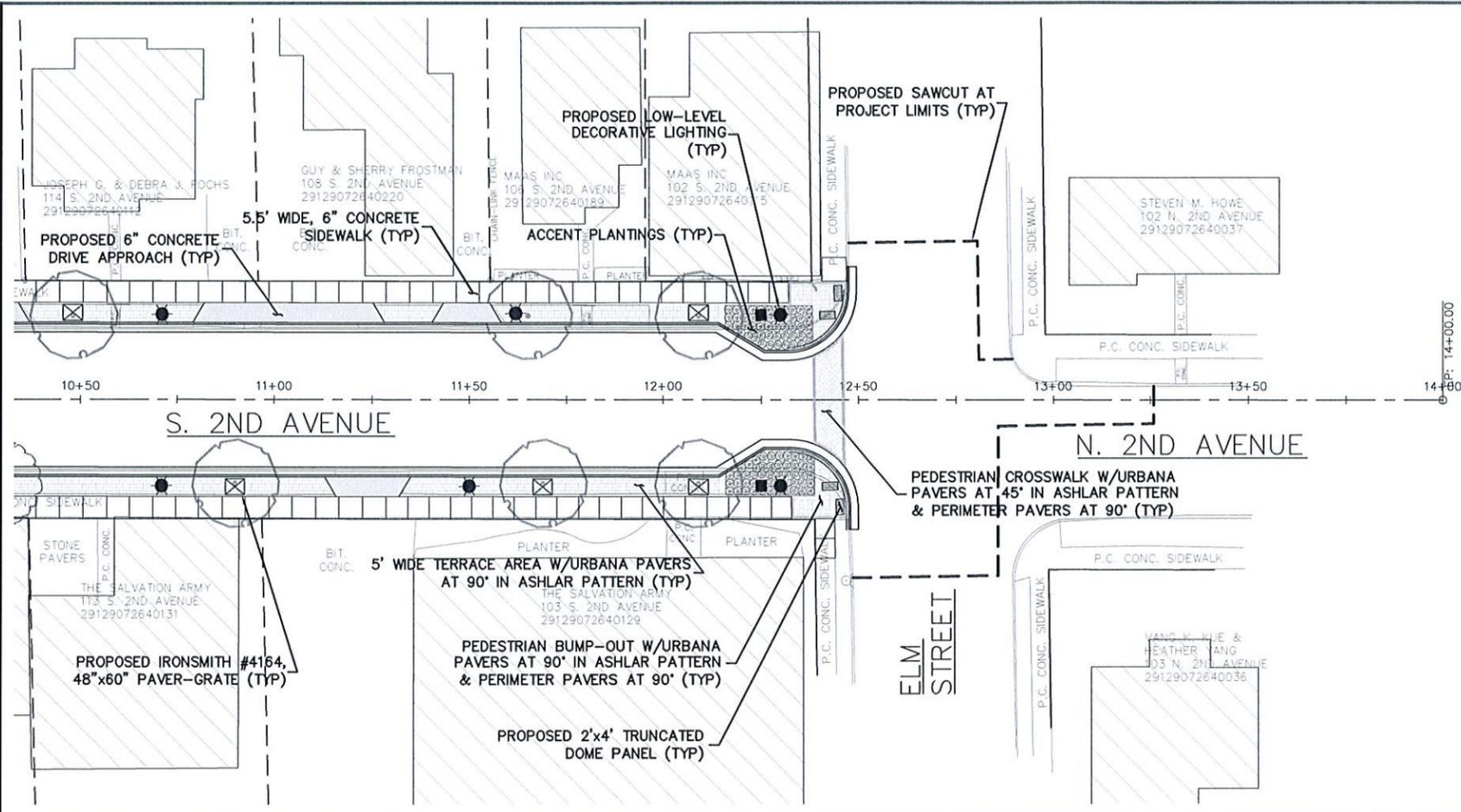
DATE
04/01/2013
07/22/2015

ISSUED FOR
PRELIMINARY
REVIEW/APPROVAL
BIDDING/CONST.
REC. REF. DIM.
OFFICE USE

S. 2ND AVENUE
STEWART AVENUE - ELM STREET
HARDSCAPE LAYOUT
2015 STREET IMPROVEMENT PROJECT "C"

SHEET NO.
1
OF 2 SHEETS
FILE NUMBER
13-01-11

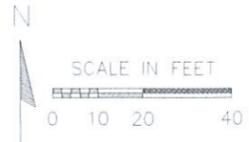
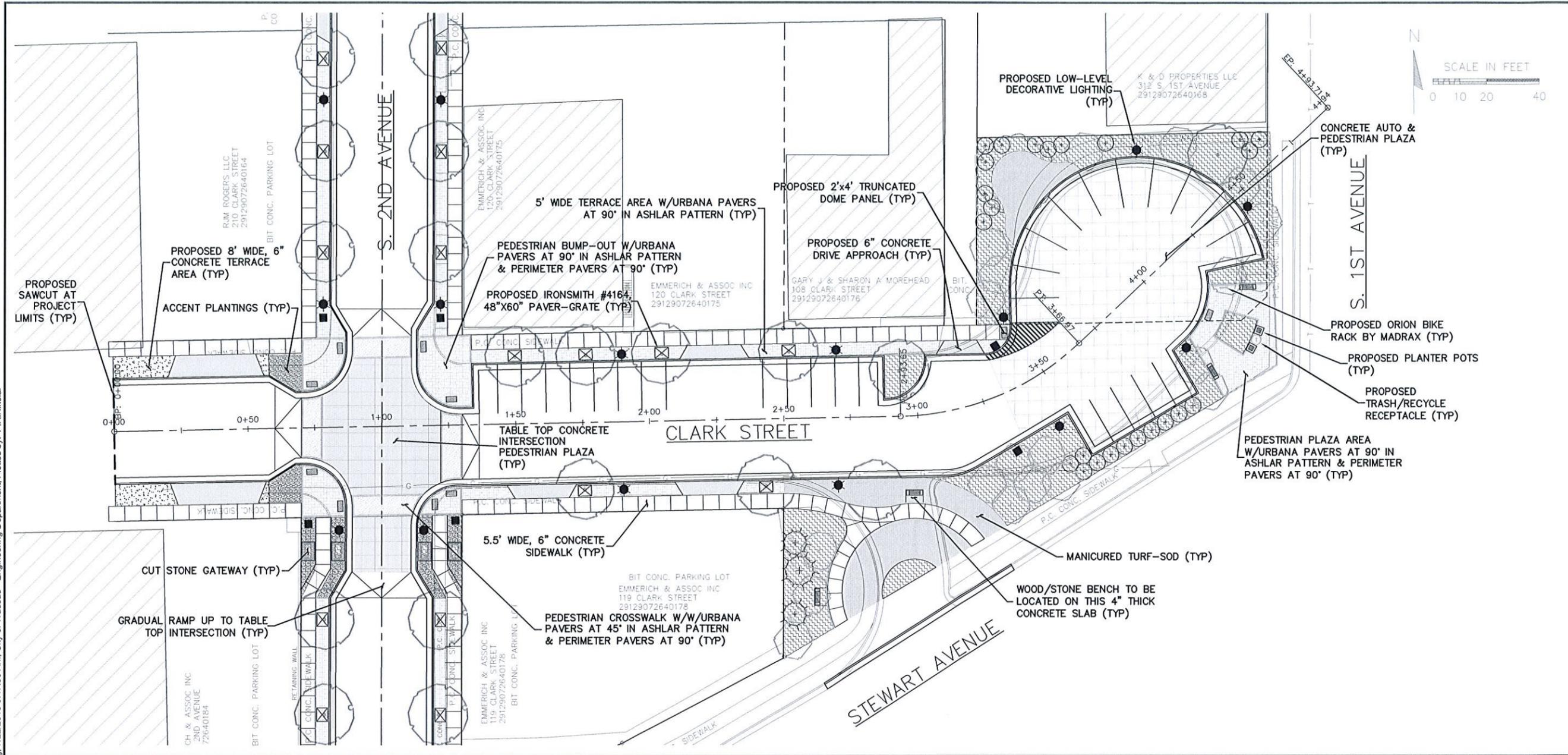
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<p>CITY OF WAUSAU Engineering Department 407 GRANT STREET WAUSAU, WI. 54403-4783 (715) 261-6740 FAX (715) 261-6759</p>	
<p>ISSUED FOR</p> <p><input checked="" type="checkbox"/> PRELIMINARY <input type="checkbox"/> REVIEW/APPROVAL <input type="checkbox"/> BIDDING/CONST. <input type="checkbox"/> REC. REF. DWG. <input type="checkbox"/> OFFICE USE</p>	<p>DATE</p> <p>04/01/2013 07/22/2015</p>
<p>REVISIONS</p> <p>P.R.NIKOLAI P.R.NIKOLAI</p>	<p>SURVEYED BY: ENG DEPT FIELD BOOK NO. ? P.C. ? DESIGNED BY: A.M.WESOLOWSKI DRAWN BY: P.R.NIKOLAI APPROVED BY: E.R.LINDAN POINT FILE: 085370PO.dwg</p>
<p>S. 2ND AVENUE STEWART AVENUE - ELM STREET HARDSCAPE LAYOUT 2015 STREET IMPROVEMENT PROJECT "C"</p>	
<p>SHEET NO. 2 OF 2 SHEETS FILE NUMBER 13-01-11</p>	

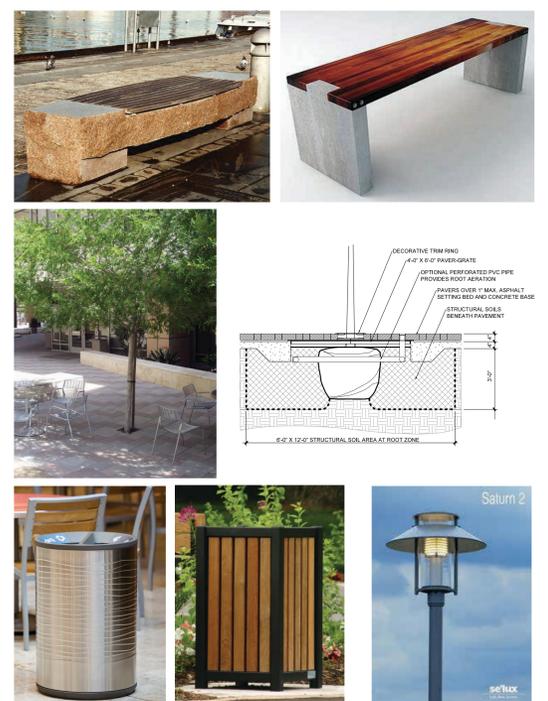
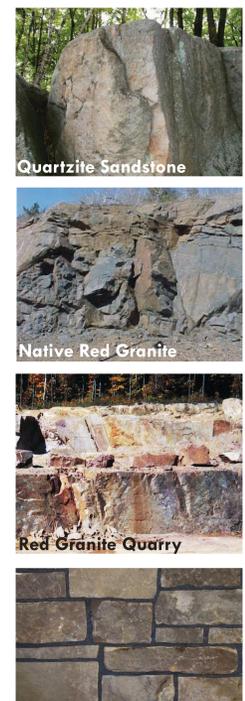
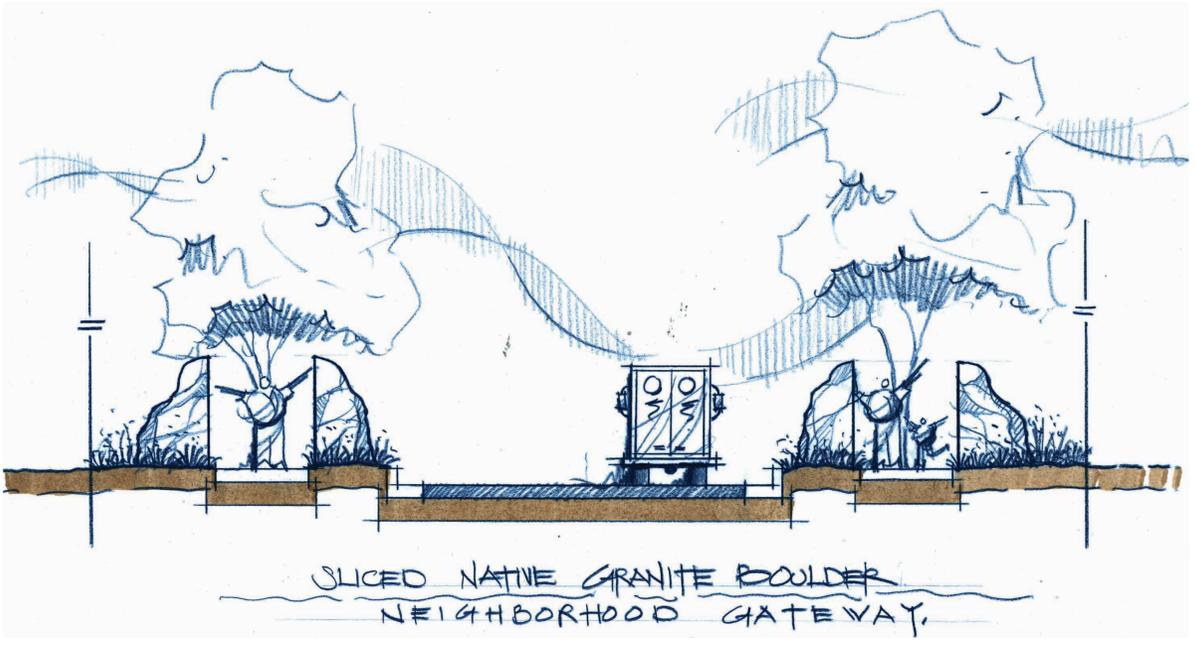
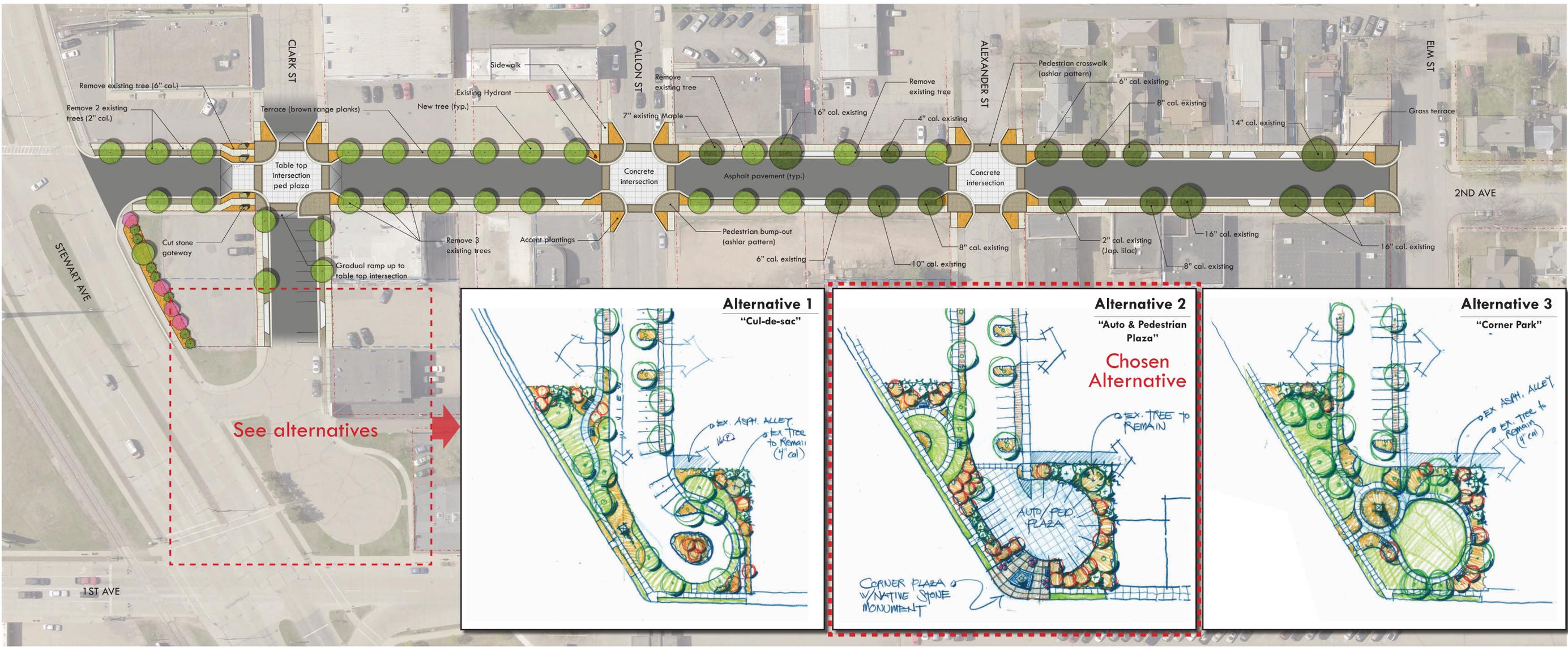
PRELIMINARY

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<p>CITY OF WAUSAU Engineering Department 407 GRANT STREET WAUSAU, WI. 54403-4788 (715) 261-6740 FAX (715) 261-6759</p>	
<p>WELCOME HOME WAUSAU</p>	
<p>SURVEYED BY: ENG DEPT FIELD BOOK NO. ? FC. ? DESIGNED BY: A.M.WESOLOWSKI DRAWN BY: P.R.NIKOLAI APPROVED BY: E.R.LINDMAN POINT FILE: 0837TOP0.dwg</p>	<p>REVISIONS: P.R.NIKOLAI P.R.NIKOLAI</p>
<p>DATE: 04/01/2013 07/22/2015</p>	<p>ISSUED FOR: PRELIMINARY REVIEW/APPROVAL BIDDING/CONST. REC. REF. DWG. OFFICE USE</p>
<p>CLARK STREET S. 2ND AVENUE - S. 1ST AVENUE HARDSCAPE LAYOUT 2015 STREET IMPROVEMENT PROJECT "C"</p>	
<p>SHEET NO. 1 OF 1 SHEETS FILE NUMBER 13-01-11</p>	

PRELIMINARY



PRELIMINARY

2015 STREET IMPROVEMENT PROJECT "C" COST ESTIMATE

S. 2nd Avenue & Clark Street

City of Wausau - Engineering Department

WisDOT Spec Section No.	Item	Unit	Estimated Unit Cost	Estimated Quantity	Estimated Road Construction Costs	Estimated Storm Sewer Costs	Estimated Sanitary Utility Costs	Estimated Water Utility Costs	Estimated Total Project Costs
201.0110.S	Clearing	id	\$20.00	277	\$5,540.00				
201.0210.S	Grubbing	id	\$20.00	277	\$5,540.00				
204.0100	Removing Pavement (Stewart Avenue)	sy	\$20.00	152	\$3,040.00				
204.0150	Removing Curb & Gutter	lf	\$4.00	3,340	\$13,360.00				
-	Remove and Reinstall Brick Pavers	sf	\$25.00	65	\$1,625.00				
-	Removing Concrete Driveways & Sidewalks	sy	\$6.00	26	\$156.00				
204.0210.S	Removing Manholes	ea	\$400.00	17		\$2,800.00	\$4,000.00		
204.0220	Removing Inlets	ea	\$350.00	25		\$8,750.00			
204.0245.S	Removing Storm Sewer	lf	\$15.00	1,435		\$21,525.00			
-	Removing Sanitary Sewer	lf	\$10.00	1,188			\$11,880.00		
205.0100	Excavation Common (Estimated)	cy	\$12.00	4,800	\$57,600.00				
305.0125.S	Base Aggregate Dense 1 1/4 inch	cy	\$23.00	2,091	\$48,093.00				
415.0090	Concrete Pavement 9-Inch	sy	\$80.00	1,510	\$120,800.00				
-	PCE Soil Management Area (remove, landfill, replace subgrade material)	cy	\$100.00	500	\$50,000.00				
455.0105	Asphaltic Material PG 58-28	ton	\$106.00	75	\$7,950.00				
455.0605	Tack Coat	gal	\$6.00	136	\$816.00				
460.1103	HMA Pavement Type E-1	ton	\$63.00	1,249	\$78,687.00				
465.0120	Asphaltic Surface Driveways (E-1.0)	ton	\$160.00	25	\$4,000.00				
601.0411	Concrete Curb & Gutter 30-inch Type D	lf	\$11.00	3,360	\$36,960.00				
602.0415.S	Concrete Sidewalk 6-Inch	sf	\$6.00	16,957	\$101,742.00				
-	80mm Belgard Urbana Conc. Pavers & materials below (see detail #1)	sf	\$24.00	13,747	\$329,928.00				
-	100mm Belgard Urbana Conc. Pavers & materials below (see detail #2)	sf	\$26.00	2,382	\$61,932.00				
-	Ironsmith #4164 48"x60" Paver-Grate w/standard trim ring	ea	\$2,500.00	42	\$105,000.00				
-	6-Inch PVC Drintile Pipe Schedule 40	lf	\$15.00	24		\$360.00			
608.0412	Storm Sewer Pipe Reinforced Concrete Class IV 12-inch	lf	\$45.00	1,470		\$66,150.00			
608.0415	Storm Sewer Pipe Reinforced Concrete Class IV 15-inch	lf	\$50.00	611		\$30,550.00			
611.0535.S	Manhole Covers Type J-Special (Storm and Sanitary)	ea	\$500.00	23		\$5,000.00	\$6,500.00		
611.0624	Inlet Covers Type H	ea	\$500.00	29		\$14,500.00			
611.1230	Catch Basins 2x3-Ft	ea	\$1,000.00	29		\$29,000.00			
611.2004	Manholes 4-Ft Diameter	ea	\$1,500.00	13		\$19,500.00			
-	Remove Existing Water Service Lateral	ea	\$250.00	24				\$6,000.00	
-	Remove Existing Sanitary Sewer Lateral	ea	\$250.00	22			\$5,500.00		
-	8" x 8" x 6" D.I. Watermain Tee	ea	\$400.00	4				\$1,600.00	
-	8" x 8" x 8" D.I. Watermain Tee	ea	\$400.00	1				\$400.00	
-	2" Polystyrene Insulation	sf	\$2.00	384				\$768.00	
-	8" x 4" D.I. Watermain Reducer	ea	\$350.00	2				\$700.00	
-	8" x 6" D.I. Watermain Reducer	ea	\$350.00	5				\$1,750.00	
-	8" x 8" D.I. Watermain Cross	ea	\$500.00	2				\$1,000.00	
-	12" x 8" D.I. Watermain Cross	ea	\$700.00	1				\$700.00	
-	6" Valve & Valve Box	ea	\$1,200.00	4				\$4,800.00	
-	8" Valve & Valve Box	ea	\$1,800.00	15				\$27,000.00	
-	6" Standard Hydrant	ea	\$3,500.00	4				\$14,000.00	
-	6" D.I. Watermain	lf	\$60.00	47				\$2,820.00	
-	8" D.I. Watermain	lf	\$65.00	1,862				\$121,030.00	
-	Adjust Water Valve Box	ea	\$200.00	2				\$400.00	
-	Temporary Water Service	ls	\$10,000.00	1				\$10,000.00	
-	Connect Water Service	lf	\$65.00	597				\$38,805.00	
-	Sanitary Sewer PVC-SCR35 8-Inch	lf	\$65.00	913			\$59,345.00		

PRELIMINARY

2015 STREET IMPROVEMENT PROJECT "C" COST ESTIMATE

S. 2nd Avenue & Clark Street

City of Wausau - Engineering Department

WisDOT Spec Section No.	Item	Unit	Estimated Unit Cost	Estimated Quantity	Estimated Road Construction Costs	Estimated Storm Sewer Costs	Estimated Sanitary Utility Costs	Estimated Water Utility Costs	Estimated Total Project Costs
-	Sanitary Sewer PVC-SCR35 10-Inch	lf	\$75.00	254			\$19,050.00		
-	Sanitary Sewer PVC-SCR35 12-Inch	lf	\$85.00	113			\$9,605.00		
-	Sanitary Sewer Manholes (48-Inch Diameter)	ea	\$2,500.00	8			\$20,000.00		
-	Construct Outside Drop (Sanitary Manhole)	vf	\$500.00	5.45			\$2,725.00		
-	Sanitary Sewer Wyes (PVC)	ea	\$350.00	25			\$8,750.00		
-	Connect Sanitary Sewer Lateral	lf	\$50.00	760			\$38,000.00		
-	Non-Shear Coupling (for connection to existing sanitary sewer)	ea	\$500.00	3			\$1,500.00		
619.1000.S	Mobilization	ls	\$50,000.00	1	\$50,000.00				
-	CU-Structural Soil	cy	\$114.00	340	\$38,760.00				
628.7005	Inlet Protection, Type A	ea	\$50.00	19	\$950.00				
628.7015	Inlet Protection, Type C	ea	\$50.00	64	\$3,200.00				
628.7560	Tracking Pad	ea	\$1,500.00	7	\$10,500.00				
643.0100.S	Temporary Traffic Control	ls	\$10,000.00	1	\$10,000.00				
652.0215	Conduit Rigid Nonmetallic Schedule 40 1 1/4-Inch	lf	\$6.00	2,911	\$17,466.00				
652.0335	Conduit Rigid Nonmetallic Schedule 80 3-Inch	lf	\$10.00	266	\$2,660.00				
-	Pull Box, Polyethylene 18x24-Inch	ea	\$750.00	12	\$9,000.00				
-	Low Level, Decorative Street Light Bases	ea	\$900.00	39	\$35,100.00				
-	Selux Saturn 2 Cutoff LED Light, 12' A35 Pole w/Optional BC1 Base Cover	ea	\$4,000.00	39	\$156,000.00				
655.0625	Electrical Wire Lighting 6 AWG	lf	\$0.40	17,500	\$7,000.00				
-	Custom Wood/Stone Bench (constructed & installed per details)	ea	\$2,000.00	4	\$8,000.00				
-	Madrax Orion Stainless Steel Bike Rack (installed per detail)	ea	\$750.00	2	\$1,500.00				
-	Stainless Steel Trash/Recycling Receptacle (installed per detail)	ea	\$1,250.00	1	\$1,250.00				
-	Planter Pottery (installed per detail)	ea	\$800.00	2	\$1,600.00				
-	Water (For Planted Areas)	Mgal	\$50.00	50	\$2,500.00				
-	Plant Bed Backfill 24-Inch Depth (70% topsoil & 30% compost)	cy	\$25.00	566	\$14,150.00				
-	Topsoil, Seed, Fertilizer and Mulch	sy	\$7.00	301	\$2,107.00				
690.0150	Sawing Asphalt	lf	\$3.00	1,225	\$3,675.00				
690.0250	Sawing Concrete	lf	\$5.00	272	\$1,360.00				
-	Cut Granite Gateway Boulder on Conc Footing w/Stone Mulch & Cut Stone Border	ea	\$6,250.00	4	\$25,000.00				
-	Landscape Amenities (provide & plant trees, shrubs, perennials, etc.)	ls	\$52,000.00	1	\$52,000.00				

	Road Portion Total Cost	Storm Portion Total Cost	Sanitary Portion Total Cost	Water Portion Total Cost	Project "C" Total Cost
Estimated Construction Cost	\$1,486,547.00	\$198,135.00	\$186,855.00	\$231,773.00	\$2,103,310.00
10% Contingencies	\$148,654.70	\$19,813.50	\$18,685.50	\$23,177.30	\$210,331.00
Total Estimated Construction Cost	\$1,635,201.70	\$217,948.50	\$205,540.50	\$254,950.30	\$2,313,641.00

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

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE	
Approving lease extension with Lamar for the signs located at Bridge Street and 3 rd Street	
Committee Action:	Failed 0-5
Fiscal Impact:	Proposed \$8,000 per year revenue from new lease, versus potentially much higher tax revenue when parcels are redeveloped
File Number:	06-0909
Date Introduced:	September 22, 2015

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input 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, a lease between the City of Wausau and Lamar Advertising regarding signs located at the corner of Bridge Street and 3rd Streets will terminate on December 31, 2015; and

WHEREAS, the City of Wausau and Lamar Advertising were engaged in a lawsuit, and Stipulation Two relating to Marathon County Case No. 05-CV-0958 indicates that, “On or before expiration of the lease on December 31, 2015, Lamar shall remove Sign #1 and Sign #2 at its expense and shall thereafter have no further interest in said leaseholds on said site...”; and

WHEREAS, redevelopment potential of the corner of 3rd Street and Bridge Street is limited due to the sign structures on the site; and

WHEREAS, tax revenue from redeveloping the parcels would greatly outweigh the negligible income generated from a lease extension of the signs; and

WHEREAS, the parcel on which the signs are located is zoned B1, Neighborhood Shopping District, which expressly prohibits off-premises advertising devices, such as the current billboards; and

WHEREAS, Lamar Advertising has proposed entering into an agreement extending the lease five years and increasing the lease rate from \$6,660 per year to \$8,000 per year for four sign faces; and

WHEREAS, your Capital Improvements and Street Maintenance Committee met on August 20, 2015 to review extending the lease and does not recommend an extension for the foregoing reasons; now therefore

BE IT RESOLVED the Common Council of the City of Wausau does hereby approve a lease extension with Lamar for the signs located at Bridge Street and 3rd Street.

Approved:

James E. Tipple, Mayor

GO OUTDOOR.

9237 Heritage Drive | Marshfield, WI | 54449

September 15, 2015

City of Wausau
407 Grant St.
Wausau, WI 54403

RE: Renewal of Lamar Sign Location Agreement at Bridge and 3rd

Dear Members of City Council,

On tonight's agenda is a consideration for renewing a sign location agreement for off-premise signs located at Bridge St. and 3rd St. The City is a successor to the current lease agreement and has owned the property for several years now collecting \$6,600 per year as land rental. As part of a stipulation agreement, Lamar agreed to move one of the signs at Lamar's cost so that a turn lane could be put in on Bridge St. Also part of the stipulation agreement was that Lamar would drop a dispute with the City in exchange for allowing 2 sign faces to be added. The current lease agreement runs through December 31, 2015 so the stipulation stated that the signs should be removed at that time. Since then, the signs have peacefully existed, the City has brought in over \$45,000 in revenue for a property that would have otherwise sat vacant, many businesses have used the signs (85% local businesses) for advertising and the City has collected personal property taxes on the signs. Lamar has proposed a five year renewal agreement and thus far City committees have turned this idea down. I believe the biggest concern was that the City didn't want to tie their hands if the property were to be developed. In order to accommodate that concern, I offered up at the Capital Improvements and Street Maintenance Committee that an addendum be added to the lease proposal that allows the City to cancel the agreement with a 60-day notice in the event the property is developed or sold. This addendum gives the City complete control over the property while enjoying a revenue stream of \$8,000 per year. I have attached the proposed addendum for your review. In closing, I kindly ask that the City enter into a 5 year partnership with Lamar so that this can be a win win for the City, the businesses that use the signs and Lamar.

Sincerely,



Rich Reinart
Real Estate Manager
Lamar Advertising of Central WI



THE **LAMAR** COMPANIES

Lamar Co # 143

Rider #143-1435 to Lease dated the 3rd day of August, 2015, by and between City of Wausau, as Lessor and The Lamar Companies, as Lessee.

Any provision to the contrary in this lease notwithstanding, Lessor and Lessee agree that Lessor may terminate this lease upon Sixty (60) days written notice under either of the following circumstances:

(1) Intention by the Lessor, as evidenced by a copy of the building permit, to construct upon the premises a permanent, substantial building requiring the removal of Lessee's sign, structure, and equipment.

(2) A bona fide sale of the premises. In the event of sale of the premises without termination, Lessor will promptly notify Lessee of the name and address of the subsequent owner, and Lessor shall give the subsequent owner notification of this lease and provide him with a copy of same.

LESSOR – City of Wausau

LESSEE – The Lamar Companies

DATE

DATE

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: August 20, 2015, at 6:30 p.m. in the Council Chambers of City Hall.

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

Also Present: Lindman, Jacobson, Lenz, Wesolowski

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 6:30 p.m. Chairperson Rasmussen called the meeting to order.

Discussion and possible action on a lease extension with Lamar for the signs located at Bridge Street and 3rd Street

Rasmussen explained that staff is not recommending an approval of the lease extension because at the time the contract was negotiated they were very fair with Lamar in working out the terms and the closure date on the contract was intended to be firm. To extend the lease would be outside of the scope of the original agreement.

Jacobson stated there was a letter sent in 2011 where the City was debating the terms of the lease because we inherited the lease from the original lessor. The lease was for a term of ten years but listed dates with a twelve year term. To go in favor of the lessee, another letter was sent to Lamar indicating that the lease expiration would be considered as December 31, 2015 rather than 2013. They have had the benefit of having the signs on Bridge Street for twelve years rather than ten. The City was getting \$6,600 rent per year for the two signs. They were allowed to retrofit the signs and have faces on both sides. Therefore, there are four sign faces. Also included in the packet were the fully executed Stipulations 1 and 2, and the court order. Stipulation 2 involved the signs on Bridge and 3rd, but it was a package deal to settle a case where the signs on Thomas Street were condemned when the intersection of Grand and Thomas was widened. Staff is following the court order and stipulation that was signed and accepted stating Lamar would agree to remove the signs at the end of the lease term, to which they have been given an additional two years. Lamar was put on notice in April that they should begin to prepare for the removal of the signs by the end of 2015.

Lenz explained that staff has had this date in mind while speaking with developers. The corner property has been acquired by the City as well as the property to the west. Redevelopment of the corner could potentially be limited with the signs. Redeveloping the corner would be more desirable compared to the lease revenue. The sign is also non-conforming. It is located in a B1 district. The zoning codes prohibit off premises advertising. The property should be brought into compliance from a zoning perspective.

Abitz moved to approve a lease extension with Lamar for the signs located at Bridge Street and 3rd Street. Kellbach seconded.

Rich Reinart, Real Estate Manager for Lamar Advertising, stated this was brought forward to the City for renewal thinking the signs have been there and it is income for the City. 90% of the businesses that use the signs are businesses in Wausau. He can understand the concern for redevelopment. He suggested a five year agreement with a construction clause. The clause could state if the lot was to be developed the agreement would end and the signs would be removed with a 60-day notice. The City would still receive \$8,000 per year until development and the benefit of a 60-day notice to remove the signs.

CISM Committee
August 20, 2015 – Page 2

There being a motion and a second, motion to approve a lease extension with Lamar for the signs located at Bridge Street and 3rd Street failed 0-5.

AGENDA ITEM

Discussion and possible action on a lease extension with LaMar for the signs located at Bridge Street and 3rd Street

BACKGROUND

The billboards at the southwest corner of Bridge Street and 3rd Street are due to be removed at the end of 2015. A Court-ordered Stipulation and Order dated October 26, 2007 stated that Lamar *shall* remove the signs at its expense on or before expiration of the lease on December 31, 2015, and shall thereafter have no further interest in said leaseholds on the site.

The signs are located on City-owned property that was obtained for the addition of a right-turn lane for east-bound traffic on Bridge Street. The City also purchased the parcel directly to the west for construction of the turn lane as well as redevelopment potential. The City has eyed this corner for commercial redevelopment, but it is believed the sign structures currently on the site are limiting the site's redevelopment potential.

The parcel on which the signs are located is zoned B1, Neighborhood Shopping District. In this district, the zoning code expressly prohibits signs that are not exclusively related to the premises where the signs are located. In other words, signs that are off-premises, such as the subject billboards, are not allowed in this zoning district. The existing signs are allowed to remain on the site as non-conforming uses, but are not allowed to be replaced or substantially altered.

FISCAL IMPACT

Unknown at this time.

STAFF RECOMMENDATION

Staff recommends denial of a lease extension due to: (a) legal ramifications pertaining to the court order, (b) non-conformity of the signs with current zoning, and (c) redevelopment potential of the site.

Staff contact: Brad Lenz 715-261-6753

Image 1. Aerial photo of billboards at Bridge and 3rd Streets



GO OUTDOOR.

9237 Heritage Drive | Marshfield, WI | 54449

August 4, 2015

City of Wausau
407 Grant St.
Wausau, WI 54403

RE: Sign Location Lease Renewal

Dear Members of the Capital Improvements and Street Maintenance Committee,

Please find enclosed a sign location renewal request for signs owned by Lamar Advertising of Central WI and located on City property at the corner of Bridge St. and N. 3rd St. The City has owned this property since 2007 and is a successor to the lease agreement that is in place. The current agreement along with a separate stipulation agreement comes to an end on December 31, 2015. The signs provide a source of income on the property for the City and are used heavily by the community for advertising therefore Lamar would like to continue its mutually beneficial relationship with the City. The current lease rate being paid is \$6,600 per year. I would propose entering into a 5 year agreement with the City at a rate of \$8,000 per year. I have enclosed the proposed renewal lease agreement. Thank you for considering this request!

Sincerely,



Rich Reinart
Real Estate Manager
Lamar Advertising of Central WI



Marathon County Land Record

Report Generated:
8/3/2015 at 1:56:45 PM



Request: 29129072520299
PIN: 291-2907-252-0299
Parcel: 59-7535-015-006-00-00
Municipality: City of WAUSAU

For reference purposes only.
 No warranties are expressed or implied for the data provided.

View Type: Public

Account: None

(1) General Parcel Information:						
PIN	291-2907-252-0299					
Parcel Number	59-7535-015-006-00-00					
Parcel Status	Active					
Sale Type	ADDITIONAL PARCELS					
Sale Date	12/22/2006					
Sale Amount	\$177,000.00					
Transfer Tax	\$0.00					
Deed Type	Warranty Deed					
Deed Reference	1465454WD					
Mailing Address	407 GRANT ST WAUSAU WI 54403					
(3) Parcel Addresses:						
Address # 1	1514 N 3RD ST WAUSAU WI 54403					
(4) Parcel Descriptions:						
Year	Acre	Description				
1993	0.06	A WARREN JRS 2ND ADD E 45' OF N HALF OF LOT 6 BLK 15 EX VOL M410-366 (HWY)				
(5) Parcel Assessment:						
Year	Use	Acre	Land Value	Improvement Value	Total Value	
2008	MUNICIPAL OWNED	0.06	\$0.00	\$0.00		
	Totals for 2008	0.06	\$0.00	\$0.00	\$0.00	
2007	MUNICIPAL OWNED	0.06	\$0.00	\$0.00		
	Totals for 2007	0.06	\$0.00	\$0.00	\$0.00	
2004	COMMERCIAL	0.06	\$21,600.00	\$45,600.00		
	Totals for 2004	0.06	\$21,600.00	\$45,600.00	\$67,200.00	
1999	COMMERCIAL	0.06	\$13,500.00	\$39,600.00		
	Totals for 1999	0.06	\$13,500.00	\$39,600.00	\$53,100.00	
1996	COMMERCIAL	0.06	\$13,500.00	\$16,600.00		
	Totals for 1996	0.06	\$13,500.00	\$16,600.00	\$30,100.00	
1995	COMMERCIAL	0.06	\$10,800.00	\$13,700.00		
	Totals for 1995	0.06	\$10,800.00	\$13,700.00	\$24,500.00	
1986	COMMERCIAL	0.00	\$10,800.00	\$13,700.00		
	Totals for 1986	0.00	\$10,800.00	\$13,700.00	\$24,500.00	
1974	COMMERCIAL	0.00	\$5,400.00	\$5,900.00		
	Totals for 1974	0.00	\$5,400.00	\$5,900.00	\$11,300.00	
(6) Parcel Special Assessments:						
No Data has been entered for this PIN.						

Looking East on Bridge St.



Looking South on 3rd St.





Office of the City Attorney

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

October 4, 2013

Mr. Rich Reinart
Lamar of Central WI
9237 Heritage Drive
Marshfield WI 54449

Re: Sign Lease 1435 at Bridge and 3rd Streets

Dear Mr. Reinart:

This letter will confirm the contents of our telephone conversation on October 2, 2013, wherein I indicated to you that upon further review, and contrary to my letter to you of April 6, 2011, I think the safer and less complicated interpretation to take is that the lease in question expires on December 31, 2015.

We discussed that while we agree the terms and dates indicated in the lease create some ambiguities, the safest interpretation to take would be to observe the lease termination date as December 31, 2015. This date is also contained in the two Stipulations which were filed in settlement of a court case, and contained in several City of Wausau council resolutions, copies of which are enclosed for you.

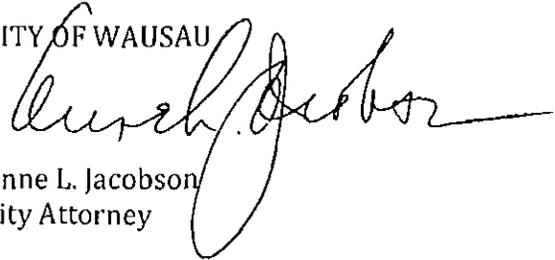
Short of entering into an amendment to the current lease, wherein we would agree that the lease ends on a date different than December 31, 2015, I will treat the lease termination as December 31, 2015.

Our entire eleven member city council is re-elected every two years. The next election is April of 2014. I would now, therefore, ask that you contact me sometime well after April of 2014 or into early 2015 to begin the process of considering your request for lease renewal of a lease which terminates December 31, 2015. The process would include sending your request for lease renewal through the appropriate committee and then the governing body for final consideration. Our city council meets twice a month on the second and fourth Tuesdays.

Should you wish to amend the lease termination date or have any further questions, please do not hesitate to contact me.

Very truly yours,

CITY OF WAUSAU

A handwritten signature in black ink, appearing to read "Anne L. Jacobson", written over the typed name and title.

Anne L. Jacobson
City Attorney

ALJ:lp

Enclosures

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

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

Approving Agreement for Thomas Street and Bridge Street Billboards.

Committee Action: Approved 4-0

Fiscal Impact: This agreement will settle a lawsuit regarding Thomas Street and generate \$6,600 per year lease payments for an approximately 8-year time period.

File Number: 02-0106

Date Introduced: September 11, 2007

WHEREAS, the City of Wausau and Lamar Advertising of Central Wisconsin have been engaged in a lawsuit over the value of the billboards that were removed in 2005 by the City in order to construct the Thomas Street viaduct over the Canadian National Railroad line; and

WHEREAS, as part of the City's plan for improving the intersection of East Bridge Street and North 3rd Street, the City acquired property at 1514 North 3rd Street and 209 East Bridge Street in 2006; and

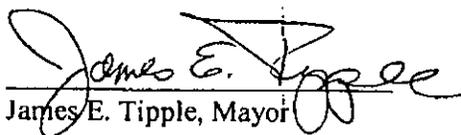
WHEREAS, said City-owned property has two billboards located on it, one of which needs to be moved in order for the City to improve the intersection of East Bridge Street and North 3rd Street; and

WHEREAS, the City of Wausau and Lamar Advertising wish to settle the lawsuit on Thomas Street and avoid another lawsuit regarding the removal of the billboard at the East Bridge Street and North 3rd Street intersection; and

WHEREAS, through negotiations and compromises by Lamar and the City, agreements have been prepared which would settle the Thomas Street lawsuit and provide for Lamar to move the East Bridge Street and 3rd Street billboard at no cost to the City and add two additional sign faces to these billboards; 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 attached *STIPULATION ONE* and *STIPULATION TWO* which will settle Marathon County Circuit Court Branch I Case No. 05-CV-0958.

Approved:


James E. Tipple, Mayor

File

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

RESOLUTION OF THE COMMITTEE OF THE WHOLE	
Approving proposal by Lamar Outdoor Advertising Company for Settlement of Marathon County Case No. 05CV958 and Negotiating Relocation of Advertising Sign Located at Third and Bridge Streets	
Committee Action:	Approved 10-0-1
Fiscal Impact:	The City will pay Lamar Outdoor Advertising \$26,092 according to WisDOT formula for relocation of signs for the removal of an advertising sign on Thomas Street, but will realize additional rent for two additional sign faces on Bridge Street (\$3,300 additional rent for a total of \$6,600 per year until 2015).
File Number:	06-0909
Date:	March 27, 2007

WHEREAS, the Committee of the Whole met on March 27, 2007, to review the proposed terms for settlement of a lawsuit with Lamar Outdoor Advertising, and to negotiate with Lamar Outdoor Advertising regarding the relocation/location of existing billboards at Third and Bridge Streets; and

WHEREAS, Lamar Outdoor Advertising sued the City of Wausau for inverse condemnation for the removal of their advertising sign located on Thomas Street when the State DOT and City replaced the Thomas Street Bridge; and

WHEREAS, Lamar Outdoor Advertising rejected the City's offer of \$26,092, calculated according to WisDOT's sign cost relocation schedule; and

WHEREAS, the City acquired property located at the southwest corner of Third and Bridge Streets in 2006, upon which existed two billboard structures owned by Lamar Outdoor Advertising; and

WHEREAS, your Capital Improvements and Street Maintenance Committee on March 8, 2007, approved in concept a proposal to allow Lamar to move the structure facing Bridge Street further into the lot to accommodate the City's proposed construction of a right turn lane at that intersection in the future; and

WHEREAS, Lamar proposed ending the present litigation by dismissing the State Department of Transportation, and accepting from the City as payment for the sign an amount of \$26,092, without any further costs and fees and upon moving one sign at the corner of Third and Bridge Streets on the same lot, and adding two additional sign faces to the two existing single-faced signs with identical sized faces; and

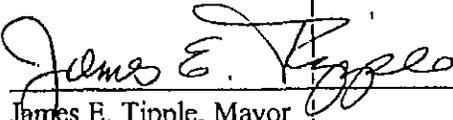
WHEREAS, Lamar additionally offered to double the rent under the current lease of \$3,300 per year to \$6,600 per year to the City for the additional two sign faces through the end of the lease term in 2015 for an expected additional \$26,400 for a total of \$52,800; and

WHEREAS, Lamar would remove both billboards on the City property located at the southwest corner of Third and Bridge Streets at the end of the lease term in 2015.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that the City accept Lamar's proposal as outlined.

BE IT FURTHER RESOLVED, that the proper City officials are hereby authorized and directed to execute any necessary documents to effect this settlement.

Approved:


James E. Tipple, Mayor

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH I

MARATHON COUNTY

LAMAR CENTRAL OUTDOOR, LLC,
d/b/a LAMAR ADVERTISING OF
CENTRAL WISCONSIN,

PETITIONER,

vs

Case No. 05-CV-0958

WISCONSIN DEPARTMENT OF
TRANSPORTATION AND
CITY OF WAUSAU,

RESPONDENTS.

STIPULATION ONE

STIPULATION ONE

NOW COME the above-named parties, by their respective counsel, and as and for their stipulation and agreement to settle all issues in the above-captioned action, hereby agree all as follows:

1. All parties, by their respective counsel, join in this Stipulation.
2. This is Stipulation One of two Stipulations filed by the parties which are intended to be combined to resolve all issues pending in this case as well as in a related matter but not in suit at the present time. Both must be signed and dated by the respective counsel whose signatures are called for at the end of each before either Stipulation shall be considered valid.
3. All parties agree that Stipulation One and Stipulation Two fully and finally resolve all issues pending in the above-captioned case and in the other related matter.

4. The "other related matter" shall hereinafter be referred to as the "Bridge Street signs discussion."

5. The parties hereto agree that the above-captioned action is resolved as follows:

() A. The City of Wausau shall pay Twenty-Six Thousand Ninety-Two Dollars (\$26,092.00) to Lamar by check payable to Lamar and sent to and in care of Attorney Thomas S. Hornig at the address for him shown below, within thirty (30) days of the date that the last party to Stipulation One and Stipulation Two have signed said documents.

B. The State of Wisconsin, Department of Transportation, shall pay no dollars to any party.

C. No party shall pay any costs to the others, and all parties shall pay their own attorneys fees.

() D. Upon receipt of payment as set forth in (A) above, Lamar shall submit a standard Stipulation and Order for Dismissal to the parties and the Court for dismissal of the case with prejudice and on the merits.

E. The State of Wisconsin, Department of Transportation has no interest or claim in those subjects covered by Stipulation Two. Therefore, said party does not participate in that Stipulation as it relates substantively only to the Bridge Street signs discussion.

(F) Upon the expiration of the lease between the City and Lamar for the Bridge Street signs on December 31, 2015, removal of the signs is solely the responsibility of Lamar. Thus, upon DOT's issuance of a

sign permit to Lamar for the northern-most sign, DOT is removed from all other liability and responsibility or expenses relating to such removal.

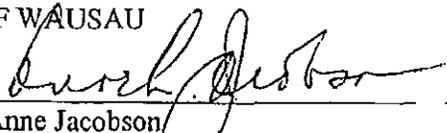
LAMAR CENTRAL OUTDOOR, LLC,
d/b/a LAMAR ADVERTISING OF
CENTRAL WISCONSIN
BY: BRENNAN, STEIL & BASTING, S.C.

BY: _____ (Date)
Thomas S. Hornig
State Bar No. 01014968
One East Milwaukee Street
Post Office Box 1148
Janesville, WI 53547-1148

WISCONSIN DEPARTMENT OF TRANSPORTATION

BY: _____ (Date)
Kathleen M. Batha
Assistant Attorney General
State Bar No. 01014968
Wisconsin Department of Justice
Post Office Box 7857
Madison, WI 53707-7857

CITY OF WAUSAU

BY:  _____ 9-14-07 (Date)
Anne Jacobson
Assistant City Attorney
State Bar No. 009669
407 Grant Street
Wausau, WI 54403-4737

STATE OF WISCONSIN

CIRCUIT COURT MARATHON COUNTY
BRANCH I

LAMAR CENTRAL OUTDOOR, LLC,
d/b/a LAMAR ADVERTISING OF
CENTRAL WISCONSIN,

PETITIONER,

vs

Case No. 05-CV-0958

WISCONSIN DEPARTMENT OF
TRANSPORTATION AND
CITY OF WAUSAU,

RESPONDENTS.

STIPULATION TWO

STIPULATION TWO

NOW COME Lamar Central Outdoor, LLC d/b/a Lamar Advertising of Central Wisconsin (hereafter "Lamar") and the City of Wausau (hereafter "City"), by their respective counsel, and as and for their stipulation and agreement to settle all issues in a matter known as "the Bridge Street Signs Discussion" (not a part of the captioned suit but related thereto), hereby agree all as follows:

1. The City and Lamar join in entering into this Stipulation.
2. This is Stipulation Two of two Stipulations filed by the parties which are intended to be combined to resolve all issues pending in this case as well as in the related matter but not in suit at the present time. Both must be signed and dated by the respective counsel whose signatures are called for at the end of each before either Stipulation shall be considered valid.

3. All parties agree that Stipulation One and Stipulation Two fully and finally resolve all issues pending in the above-captioned case and in the other related matter.

4. The "other related matter" shall hereinafter be referred to as the "Bridge Street signs discussion."

5. The City of Wausau and Lamar agree all as follows:

A. Presently there are two outdoor advertising sign structures owned by Lamar on leased property owned by the City of Wausau and located in the southwest quadrant of the intersection of Third and Bridge Streets in the City of Wausau. Said property was acquired by the City of Wausau in December, 2006. Prior to the purchase of the property by the City, a lease between Lamar and the previous property owner had been executed. A true and correct copy of this lease is attached hereto as Exhibit "A". The two sign structures located on this property may be referred to as Sign #1 and Sign #2. Each of these sign structures are currently single-faced, single-sided signs. The sign face on Sign #1 faces due east, the sign face on Sign #2 faces due north.

Sign #1 shall be moved by Lamar at its sole expense at least fifteen feet to the south of its current location. Following this move, Sign #1 shall be oriented in the identical direction that it is presently oriented with the advertising sign facing due east. Sign #1 shall be moved by Lamar within 60 days of the last party signing this stipulation or the City shall have the right to permanently remove

Sign #1 from the property and the City shall not pay Lamar any compensation for the removal of said Sign #1.

B.

Lamar shall be allowed to add one (1) additional back-side face onto each of said Sign #1 and Sign #2 so that each sign structure then carries two faces configured back-to-back. The additional sign face for Sign #1 shall be oriented due west. The additional sign face for Sign #2 shall be oriented due south. Lamar shall also be allowed to replace both of the existing sign faces with new sign faces that are trimmer and slightly smaller than the existing sign faces. Each of these replacement sign faces and each of these new sign faces shall not be larger than eleven (11) feet in vertical height by twenty-three (23) feet in horizontal width. Further, the top edge of the new sign faces and the replacement sign faces shall not be higher than the existing top of the sign faces on Sign #1 and Sign #2, approximately thirty-five (35) feet above the adjacent street curb. If the new sign faces are illuminated, said illumination shall be from stationary, non-flashing flood lights located on the exterior of the signs.

C.

All cost related to changing the existing sign faces and adding new sign faces shall be the sole responsibility of Lamar. The current lease between Lamar and the City for use of the site by Lamar (a true and correct copy of which is attached hereto as Exhibit "A")

shall be continued as is, changed only in the following three respects:

- (1) The site rent paid by Lamar to the City shall increase to six thousand six hundred dollars (\$6,600.00) per year effective on October 1, 2007. Rent for any part of a year shall be prorated.
- (2) On or before expiration of the lease on December 31, 2015, Lamar shall remove Sign #1 and Sign #2 at its expense and shall thereafter have no further interest in said leaseholds on said site. If Lamar fails to remove Sign #1 and Sign #2 by the expiration of the lease, Lamar forfeits any and all claims to the Signs and the City may remove and sell for salvage the Signs and any and all elements related thereto without any compensation to Lamar. The Wisconsin Department of Transportation is removed from any liability, responsibility or expense related to removal at any time.
- (3) Paragraph 3 of the lease is amended to read in its entirety as follows: "LESSOR agrees not to erect or allow any other off-premise advertising structure(s) on the premises where LESSEE'S sign is located."

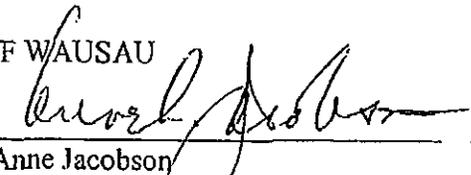
- D. Section 86.19(1), Stats., prohibits billboards from being located within any highway. Lamar understands that the City does not generally permit advertising signs to be located on lands acquired for future highway use, but is allowing such use of lands prior to

the property being devoted to highway use in this instance to settle
Marathon County Circuit Court Branch I Case No. 05-CV-0958.

- E. Both parties agree that the terms of this settlement have no value as
precedence and may not be cited as precedence with regard to any
other case or situation in the future.

LAMAR CENTRAL OUTDOOR, LLC,
d/b/a LAMAR ADVERTISING OF
CENTRAL WISCONSIN
BY: BRENNAN, STEIL & BASTING, S.C.

BY: _____ (Date)
Thomas S. Hornig
State Bar No. 01014968
One East Milwaukee Street
Post Office Box 1148
Janesville, WI 53547-1148

CITY OF WAUSAU
BY:  _____ 9-14-07 (Date)
Anne Jacobson
Assistant City Attorney
State Bar No. 1009669
407 Grant Street
Wausau, WI 54403-4737

September 6, 2007 version.

00222640.DOC

Lamar Co # 143

This Instrument Prepared by:

James R. McIlwain
5321 Corporate Boulevard
Baton Rouge, Louisiana 70808

 Renewal

Lease # 1435



James R. McIlwain

SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this 3rd day of August, 2015, by and between:

CITY OF WAUSAU

(hereinafter referred to as "Lessor") and THE LAMAR COMPANIES (hereinafter referred to as "Lessee"), provides

WITNESSETH

"LESSOR hereby leases to LESSEE, its successors or assigns, the hereinafter described lease premises as may be necessary for the construction, repair and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by LESSEE'S employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the sign. Any discrepancies or errors in the location and orientation of the sign are deemed waived by LESSOR upon LESSOR'S acceptance of the first rental payment due after the construction of the sign.

The premises are a portion of the property located in the County of Marathon, State of Wisconsin, more particularly described as:

1514 N 3rd St. City of Wausau

1. This Lease shall be for a term of five (5) years commencing on the first day of the calendar month following the date of completion of construction of the sign; provided, however, that if this is a renewal Lease, the term and payments shall begin January 1, 2016.
2. LESSEE shall pay to LESSOR an annual rental of eight thousand (**\$8,000.00**) Dollars, payable in advance. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by LESSOR, whether or not actually received by LESSOR. Should LESSEE fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE thirty (30) days thereafter to cure any default.
3. LESSOR agrees not to erect or allow any other off-premise advertising structure(s), other than LESSEE'S, on property owned or controlled by LESSOR. LESSOR further agrees not to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of LESSEE'S sign. LESSEE is hereby authorized to remove any such other advertising structure, obstruction or vegetation at LESSEE'S option.
4. LESSEE may terminate this lease upon giving thirty (30) days written notice in the event that the sign becomes entirely or partially obstructed in any way or in LESSEE'S opinion the location becomes economically or otherwise undesirable. If LESSEE is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, LESSEE may elect to terminate this lease. In the event of termination of this Lease prior to expiration, LESSOR will return to LESSEE any unearned rentals on a pro rata basis.
5. All structures, equipment and materials placed upon the premises by the LESSEE or its predecessor shall remain the property of LESSEE and may be removed by LESSEE at any time prior to or within 30 days after expiration of the term hereof or any renewal. At the termination of this lease, LESSEE agrees to restore the surface of the premises to its original condition. The LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE'S sign, at the sole discretion of LESSEE. All such permits and any nonconforming rights pertaining to the premises shall be the property of LESSEE.
6. LESSOR represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant LESSEE free access to the premises to perform all acts necessary to exercise its rights pursuant to this lease. LESSOR is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign.

7. In the event of any change of ownership of the property herein leased, LESSOR agrees to notify LESSEE promptly of the name, address, and phone number of the new owner, and LESSOR further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that LESSEE assigns this lease, assignee will be fully obligated under this Lease and LESSEE will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both LESSEE and LESSOR.

8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the LESSOR grants to the LESSEE the right to relocate its sign on LESSOR'S remaining property adjoining the condemned property or the relocated highway. Any condemnation award for LESSEE'S property shall accrue to LESSEE.

9. LESSEE agrees to indemnify LESSOR from all claims of injury and damages to LESSOR or third parties caused by the installation, operation, maintenance, or dismantling of LESSEE'S sign during the term of this lease. LESSEE further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.

10. LESSOR agrees to indemnify LESSEE from any and all damages, liability, costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of LESSOR herein.

11. If LESSOR desires to sell or otherwise transfer any interest in the property upon which the sign is situated, LESSEE shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. Upon LESSEE'S failure to meet such offer in writing within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell the leased premises to the third party in accordance with his offer.

12. If required by LESSEE, LESSOR will execute and acknowledge a memorandum of lease suitable for recordation.

13. This Lease is **NOT BINDING UNTIL ACCEPTED** by the General Manager of a Lamar Advertising Company.

THE LAMAR COMPANIES, LESSEE:

LESSOR: City of Wausau

BY: _____
VICE-PRESIDENT/GENERAL MANAGER
Bill Mitchell

BY: _____
James E. Tipple, Mayor

DATE: / /

DATE: / /

715-261-6500
LESSOR'S TELEPHONE NUMBER

39-6005648
LESSOR'S SOCIAL SECURITY NUMBER /
EMPLOYER IDENTIFICATION NUMBER

291-2907-252-0299
Tax ID Parcel # (for land on which sign is located)

Address of LESSEE:

9237 Heritage Dr.
Marshfield, WI 54449

Address of LESSOR:

407 Grant St
Wausau, WI 54403

Witnesses (LESSEE)

Witnesses (LESSOR)



Office of the City Attorney

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

April 21, 2015

Mr. Rich Reinart
Lamar of Central WI
9237 Heritage Drive
Marshfield WI 54449

Re: Sign Lease 1435 at Bridge and 3rd Streets

Dear Mr. Reinart:

This letter is to remind you that the above-named lease terminates on December 31, 2015. The Common Council, on September 11, 2007 as File No. 02-0106, approved execution of the attached Stipulation filed in Marathon County Circuit Court, Case No. 05CV0958, as "Stipulation Two," which provides in paragraph C.(2), "On or before expiration of the lease on December 31, 2015, Lamar shall remove Sign #1 and Sign #2 at its expense and shall thereafter have no further interest in said leaseholds on said site..."

Please plan accordingly to remove these two signs at your sole expense on or before December 31, 2015, in compliance with the court order.

Very truly yours,

CITY OF WAUSAU

A handwritten signature in black ink, appearing to read "Anne L. Jacobson".

Anne L. Jacobson
City Attorney

ALJ:lp

Enclosure



Office of the City Attorney

Anne L. Jacobson
City Attorney

April 6, 2011

Patricia Cal Baker
Assistant City Attorney

Mr. Rich Reinart
Real Estate/Lease Manager
Lamar of Central WI
9237 U. S. Hwy. 10 East
Marshfield, WI 54449

Dear Mr. Reinart:

Our records show that the lease signed with Corliz, LLC, on 12/22/04, was for a term of ten years, commencing on January 1, 2004. This means it expires on December 31, 2013, not December 31, 2015.

The last action taken by the City Council of the City of Wausau with regard to these two advertising signs located at the corner of 3rd and Bridge Streets, was to adopt a stipulation, filed in Marathon County Case No. 05-CV-0958, as "Stipulation Two," which provides in paragraph C. (2), "On or before expiration of the lease on December 31, 2015, Lamar shall remove Sign #1 and Sign #2 at its expense and shall thereafter have no further interest in said leaseholds on said site. . ."

The Resolution approving execution of the foregoing Stipulation was introduced at City Council on September 11, 2007 as File No. 02-0106.

Typically, the governing body would not consider a lease renewal or reconsider its last action in this matter until much closer to its expiration, perhaps three months or so before its expiration.

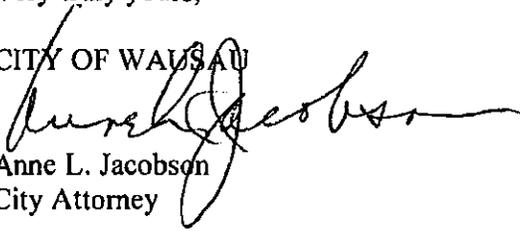
Our entire 12 member Council is elected in April 2012 and in April 2014.

While this matter would properly be considered by the Finance Committee prior to City Council action, I am not recommending that any body consider your request at this time, as it is premature.

The city will take the position that the lease term is for ten years and expires December 31, 2013, not December 31, 2015, as the lease incorrectly states. In either case, it is much too early to consider your request.

Very truly yours,

CITY OF WAUSAU

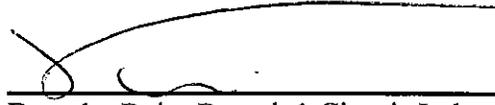

Anne L. Jacobson
City Attorney

cc Brad Lenz Maryanne Groat Nan Giese
City of Wausau - City Hall - 407 Grant Street - Wausau, WI 54403-4783 • (715)261-6590 • FAX (715)261-6808 • TDD (715)261-6770
Mayor Tipple Roger Sydor Ann Werth

ORDER

IT IS HEREBY ORDERED, that the stipulation is accepted, the terms of the stipulation are approved, and this action is dismissed on its merits, with prejudice and without costs to any party as against the other.

BY THE COURT:



FOR. Dorothy Bain, Branch 1 Circuit Judge

Dated: 10-26-07

2007 OCT 26 PM 1:31
CLERK OF CIRCUIT COURT
SARASOTA COUNTY - 5

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

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Approving the preliminary plans and cross section for the Thomas Street Project from 4th Avenue to 17th Avenue

Committee Action: Approved 5-0

Fiscal Impact: Design services will continue under the consultant's current contract with the City. Acquisition costs dependent upon the final right-of-way plat. Construction costs estimated to be \$5,570,000.

File Number: 02-1005

Date Introduced: September 22, 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 checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source:</i> TID #6, 2016 proposed budget
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</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:</i> \$5,570,000 <i>Annual Retirement</i> \$525,000
	<i>TID Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i> \$5,570,000
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input checked="" type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, Thomas Street functions as a major arterial street and is used by many regional and local travelers; and

WHEREAS, the reconstruction of Thomas Street has been discussed for several years; and

WHEREAS, at the direction of your Capital Improvements and Street Maintenance Committee , AECOM has prepared a design that shifts the road five feet to the south between 15th Avenue and 12th Avenue to minimize the impacts on the properties located on the north side of the road; and

WHEREAS, shifting the road five feet to the south impacts the properties delineated as Parcels 17, 18, 19, 20 and 71 located between 11th Avenue and 12th Avenue, but it does not impact the properties enough to require full acquisition; however, potential safety concerns were noted due to the additional strip taking; and

WHEREAS, although full acquisition is not required for Parcels 17, 18, 19, 20 and 71 to construct the road as designed, the Capital Improvements and Street Maintenance Committee has requested these

parcels be forwarded to the Economic Development Committee for consideration of full acquisition for possible redevelopment; and

WHEREAS, your Capital Improvements and Street Maintenance Committee discussed the preliminary plans and cross section for Thomas Street at its meeting on August 20, 2015 and recommends approval; now therefore

BE IT RESOLVED the Common Council of the City of Wausau does hereby approve the preliminary plans and cross section for Thomas Street from 4th Avenue to 17th Avenue.

Approved:

James E. Tipple, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: August 20, 2015, at 6:30 p.m. in the Council Chambers of City Hall.

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

Also Present: Lindman, Jacobson, Lenz, Wesolowski

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 6:30 p.m. Chairperson Rasmussen called the meeting to order.

Discussion and possible action on the preliminary plans and cross section approval for the Thomas Street Project

Lindman explained that last month CISM directed AECOM to complete a realignment of Thomas Street. The alignment was moved approximately five feet south between 15th Avenue and 12th Avenue to minimize the impacts on the north side and then transition the alignment on the north between 12th and 11th. Staff would like a decision on the road alignment to move forward with a plat and then possibly start the real estate process.

Rasmussen stated that last month a number of residents voiced comments on both designs. The goal all along has been to reduce the number of total acquisitions. However, it was never the committee's goal to reduce the acquisitions to the point where they either create unsafe conditions for residents or they leave unsafe conditions in place. With that understanding, AECOM was directed to design the shift in the road. That plan has some issues but has resolved a couple of others. She noted that on AECOM's layout the properties marked with purple dots are the must haves. However, that does not mean that this committee cannot send a recommendation to Economic Development and Finance to consider acquiring a few additional properties that will either have short driveways or the sidewalk near their front step.

Abitz questioned how close the door to Treu's will be to the right-of-way. Gerland stated the right-of-way will be closer to their front door. If there would be issues with the door, the access can be modified as part of the real estate process. Abitz has not spoken with Treu's lately, but previously there was talk about creating a new parking area for the business. Gerland stated that would be work above and beyond where they are at with the preliminary plans and plat. With the plat, only the properties needed for the road right-of-way would be purchased. Items beyond that, such as Treu's parking, would have to be addressed separately.

Abitz has always been concerned with safety issues. With the amount of traffic there is not a good break for property owners to exit their property. Traffic reports dating back to the late 60's and early 70's list this area as a safety concern due to accidents. Rasmussen believes that when acquisitions begin, the must have properties would go to the Finance Committee. The additional properties acquired for future development would have to go to Economic Development. Accident statistics along with redevelopment potential can be provided. If Economic Development recommends acquisitions, then their recommendation would be sent to Finance. Discussion followed on a property where the front entrance would have to be changed. Abitz added that although new traffic counts have not been done, traffic has increased since Thomas Street has been overlaid.

Abitz moved to approve the preliminary plans and cross section as presented, with Parcels 17, 18, 19, 20 and 71 forwarded to Economic Development for consideration of acquisition for development and safety concerns. Mielke seconded.

Abitz stated that Tremor's is well aware of the plan and has been looking for a new location or may rebuild on the site. The owners of the Hmong grocery store would like to stay on Thomas Street. The building on the corner of 10th and Thomas has been completed and available for a business.

Gerland explained that the road between 15th Avenue and 12th Avenue was shifted to the south. Temporary easements would be needed for construction. He noted there was a S curve at the intersection of 15th Avenue and the right-of-way was closer to Webko. By shifting the road, the S curve was eliminated. Gerland stated improvements were made between 15th Avenue and 12th Avenue. The right-of-way between 11th and 12th impacts the properties but not enough that the properties are needed for the road project, which is why Economic Development will have to be involved for acquisition. Rasmussen asked that those properties be delineated differently on the maps so it is easy to note the difference. When GRAEF's design was incorporated, the number of full acquisitions was greatly reduced. However, GRAEF's design was done with aerials and without actual survey data. It was known there still would be some give and take to the actual number of purchases. Gisselman questioned if the block on the north side between 11th and 12th was identified for economic development at any time. Abitz believes that block has always been discussed for development and that the entrances would be off of the side streets to improve safety. Rasmussen is on the Economic Development Committee and it was her intention to explain the safety issues on the north side properties and the marketability of the south side properties.

Chris Bargender, 1118 West Thomas Street, stated his wife showed her emotions at the last meeting. He is happy with what has been said tonight. When the project was brought up 10 years ago, his entire block was supposed to be bought out, which is why he or his wife appear at CISM every month. With this shifted plan they are left in limbo if they will be bought out for economic development. The traffic flow is insane in front of his house and agrees with Abitz that new traffic counts should be taken. He indicated that the residents in his block want to be bought out.

Roger Aho, 1105 West Thomas Street, stated he is happy with what he has heard tonight. However, if economic development does happen, he does not want to be prolonged two to three years after the road project. Rasmussen believes it would be done at the same time. Lindman added that the process is different between the properties that need to be acquired and the remaining properties, but the intent would be to have acquisitions take place before the road construction.

Lenz stated the GRAEF plan shows the south side being redeveloped. He questioned if the terrace area would be consistent throughout the project and Gerland confirmed.

There being a motion and a second, motion to approve the preliminary plans and cross section as presented, with Parcels 17, 18, 19, 20 and 71 forwarded to Economic Development for consideration of acquisition for development and safety concerns passed unanimously 5-0.

AGENDA ITEM
<p>Discussion and possible action on the preliminary plans and cross section approval for the Thomas Street Project</p>
BACKGROUND
<p>AECOM has prepared an additional plan view adjusting the road alignment as follows:</p> <ul style="list-style-type: none"> • Moved the alignment approximately 5 feet south between 15th & 12th Avenues to minimize impacts on the north side properties. • Transition road alignment to the north between 12th & 11th. The road construction with this alignment does not require acquisition of residential structures between 11th and 12th. <p>At the July meeting it was requested the staff prepare/identify accidents in the along the Thomas Street corridor. A map has been prepared showing the number of accidents, location of the accidents and the year the accidents took place.</p>
FISCAL IMPACT
<p>The redesign of Thomas Street, as requested by CISM, will have additional cost from AECOM.</p>
STAFF RECOMMENDATION
<p>Staff recommends CISM decide on a design layout in order to move the project forward. Once a layout is approved a final plat can be prepared to begin getting prices for real estate services.</p> <p>Staff recommends the committee determine if and how to proceed with any additional land acquisitions that are not required for the road construction but may be required for the benefit of the City or to alleviate a safety concern.</p>
<p>Staff contact: Eric Lindman 715-261-6745</p>

Lori Wunsch

From: Eric Lindman
Sent: Thursday, August 13, 2015 12:02 PM
To: Lori Wunsch
Subject: FW: Thomas Street - updated aerial drawings
Attachments: plan4_photo.pdf; plan1_photo.pdf; plan2_photo.pdf; plan3_photo.pdf

Include these updated

From: Gerland, Bruce [<mailto:BRUCE.GERLAND@aecom.com>]
Sent: Thursday, July 30, 2015 1:37 PM
To: Eric Lindman
Subject: FW: Thomas Street - updated aerial drawings

Eric,

See below, in a hurry this morning and sent this to the wrong Eric.

Bruce Gerland, P.E.
Project Manager II, Transportation
D 715.342.3010 C 715.340.2098
bruce.gerland@aecom.com

AECOM
200 Indiana Avenue, Stevens Point, WI 54481
T 715.341.8110 F 715.341.7390
www.aecom.com

From: Gerland, Bruce
Sent: Thursday, July 30, 2015 10:14 AM
Cc: Sean Gehin (sean.gehin@ci.wausau.wi.us); Allen Wesolowski (Allen.Wesolowski@ci.wausau.wi.us)
Subject: Thomas Street - updated aerial drawings

Eric,

Attached for your review and comment are updated 2D horizontal geometric drawings on an aerial base for the Thomas Street project. Plan 1 is on the west end (17th Ave) and Plan 4 is on the east end (4th Ave). Between 15th Avenue and 12th Avenue, we moved the alignment approximately 5 feet south, basically matching the back of walk on the north side of the roadway and minimizing impacts to these residential properties (we will still need TLE's for construction). Between 12th and 11th, we transition the roadway to the north side of the road, holding the south back of sidewalk from mid-block between 11th and 10th to the east. With this new transition, we have slightly more impact to the properties on the north side of the roadway between 12th and 11th. Even with this change, the roadway does not require acquisition of the residential structures. This will be a decision that needs to be made separate from the roadway project.

We also put a 3.5 degree skew in the intersection of 15th Ave to minimize impacts to Webko (plan 4).

I will be out until next Wednesday, so if you have comments, let Timm Kuhn know.

I've instructed Lance to begin the right of way plat from 10th to 4th, as I don't think the decisions in this area will change.

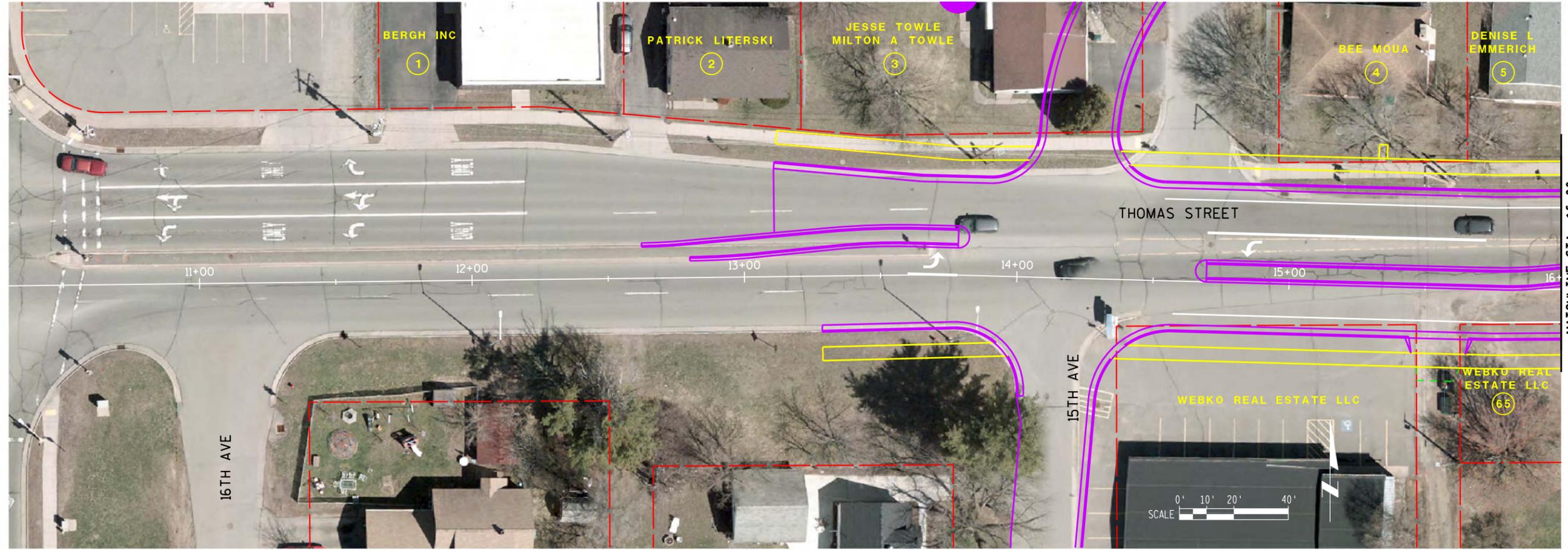
Bruce Gerland, P.E.
Project Manager II, Transportation

D 715.342.3010 C 715.340.2098
bruce.gerland@aecom.com

AECOM
200 Indiana Avenue, Stevens Point, WI 54481
T 715.341.8110 F 715.341.7390
www.aecom.com

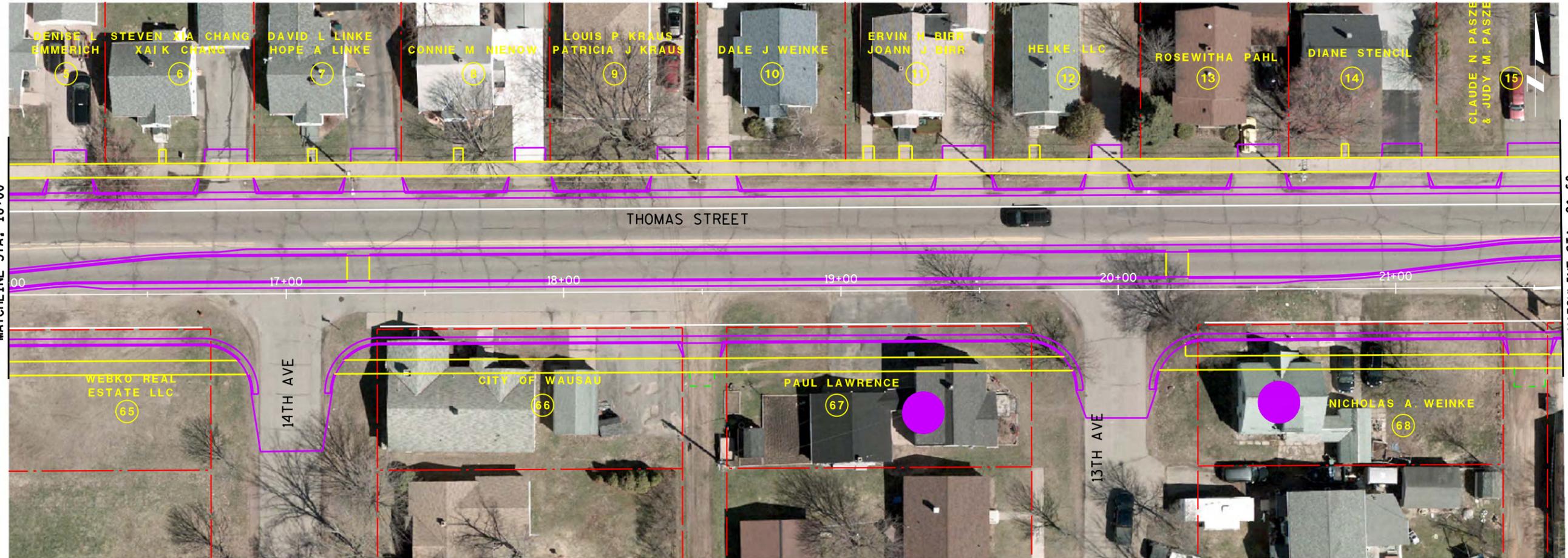
FILE NAME: L:\Work\Projects\99979\gr\plan\photo.dgn

17TH AVE



MATCHLINE STA. 16+00

MATCHLINE STA. 16+00



MATCHLINE STA. 21+60

DRN BY:	DES BY:	CHK BY:	APP BY:	REV	DESCRIPTION	DRN	CHK	DATE (M/D/Y)

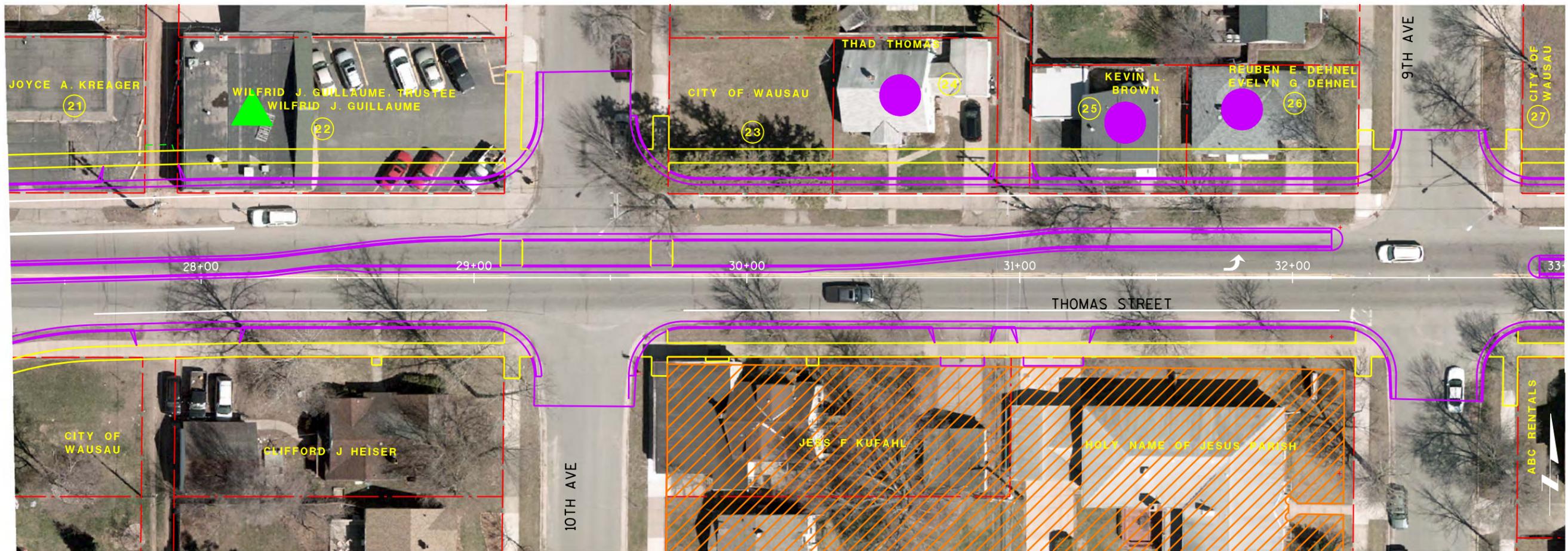
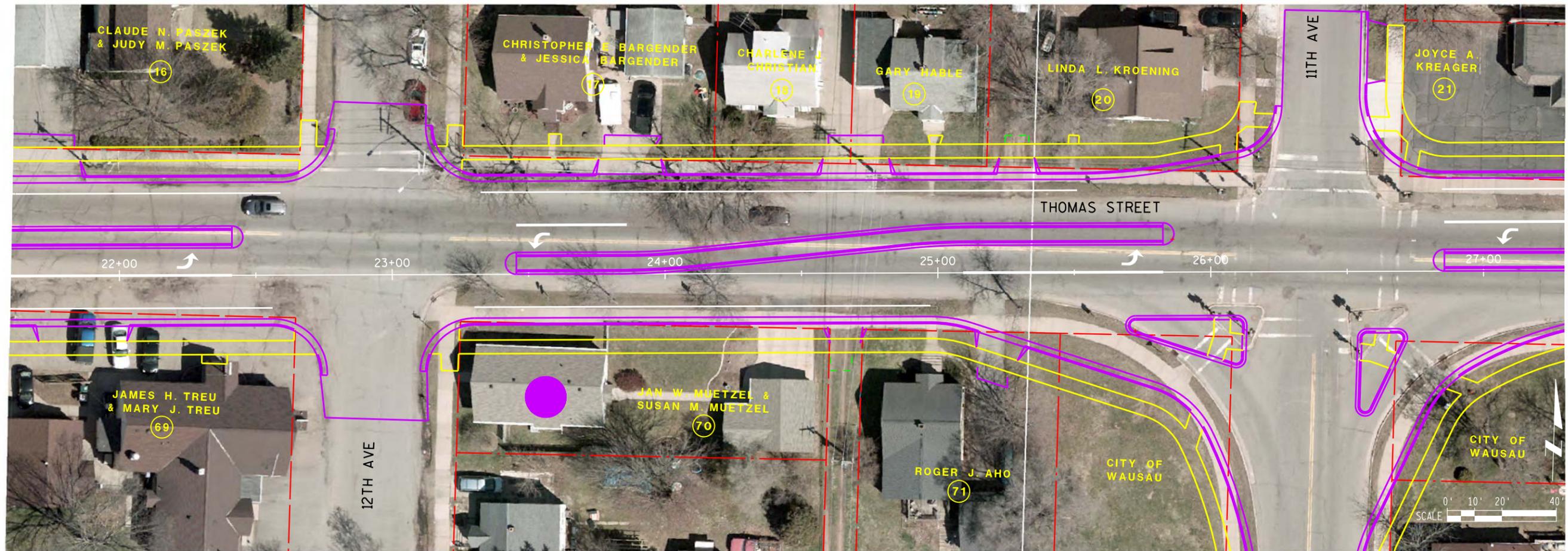
AECOM
 200 Indiana Avenue
 Suite 200, Wausau, WI 54981
 T 715.341.8110 F 715.341.7390
 WWW.AECOM.COM

CITY OF WAUSAU
 THOMAS ST (17TH AVE TO 4TH AVE)
 WAUSAU, WISCONSIN

PLAN VIEW

PROJECT START DATE (M/Y)	XXXX 2015
PROJECT NO.	99979
FILENAME	\$[getvar, "dwgname"]
SHEET NO.	XX-Y-Z
DRAWING NO.	000

FILE NAME: L:\Work\Projects\99979\gro\plan2_photodgn



REV	DESCRIPTION	CHK	DATE (MDY)

DRN BY: _____
DES BY: _____
CHK BY: _____
APP BY: _____

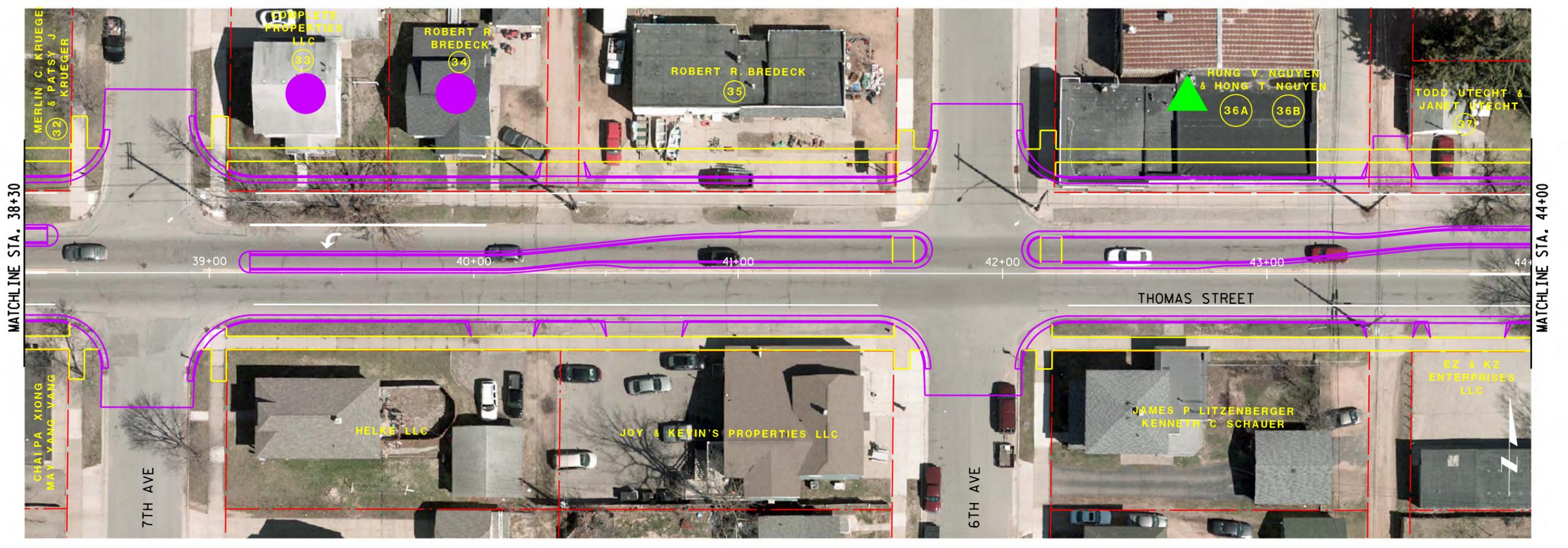
AECOM
200 Indiana Avenue
Suite 100, Wausau, WI 54481
T 715.341.8110 F 715.341.7390
WWW.AECOM.COM

CITY OF WAUSAU
THOMAS ST (17TH AVE TO 4TH AVE)
WAUSAU, WISCONSIN

PLAN VIEW

PROJECT START DATE (M/Y) XXXX 2015
PROJECT NO. 99979
FILENAME \$[getvar, "dwgname"]
SHEET NO. XX-Y-Z
DRAWING NO. 000

FILE NAME: L:\Work\Projects\99979\gr\plan3_photodgn



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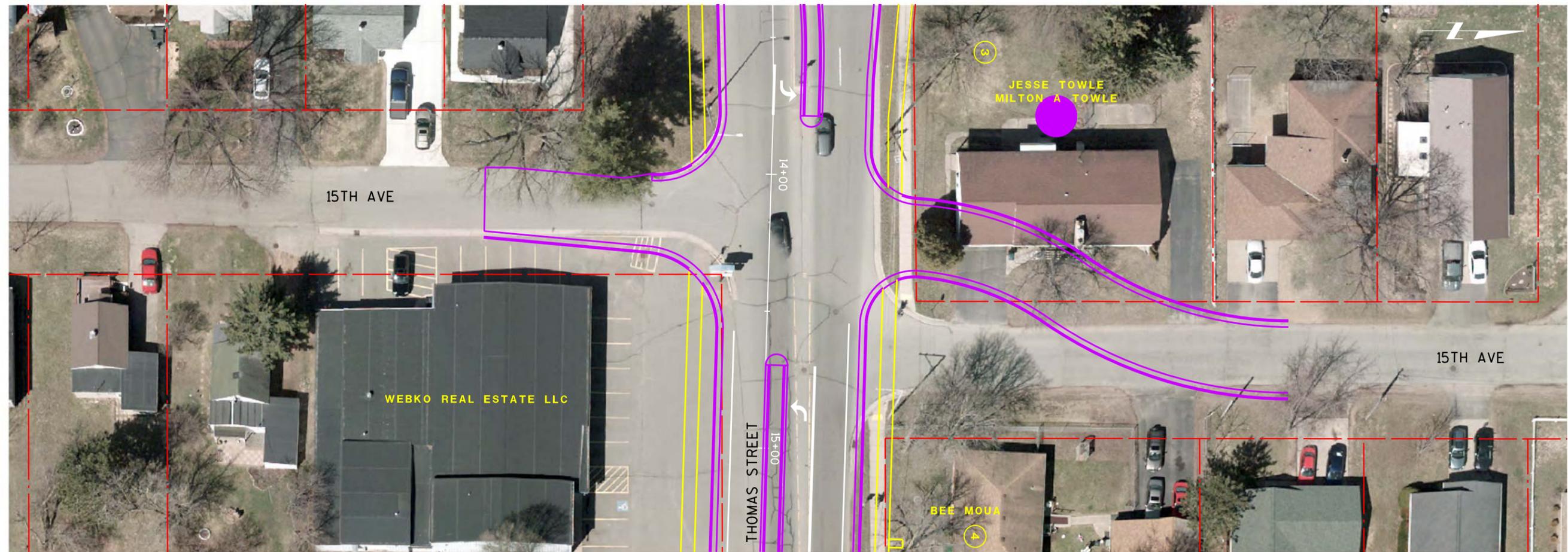
AECOM
 200 Indiana Avenue
 Suite 1000, Wauwatosa, WI 53481
 T 715.341.8110 F 715.341.7390
 WWW.AECOM.COM

CITY OF WAUSAU
THOMAS ST (17TH AVE TO 4TH AVE)
WAUSAU, WISCONSIN

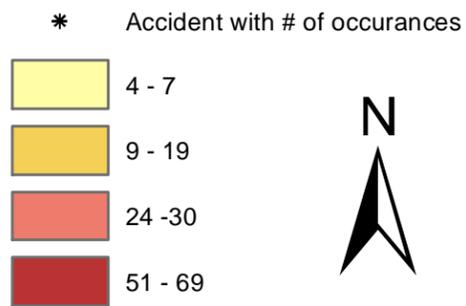
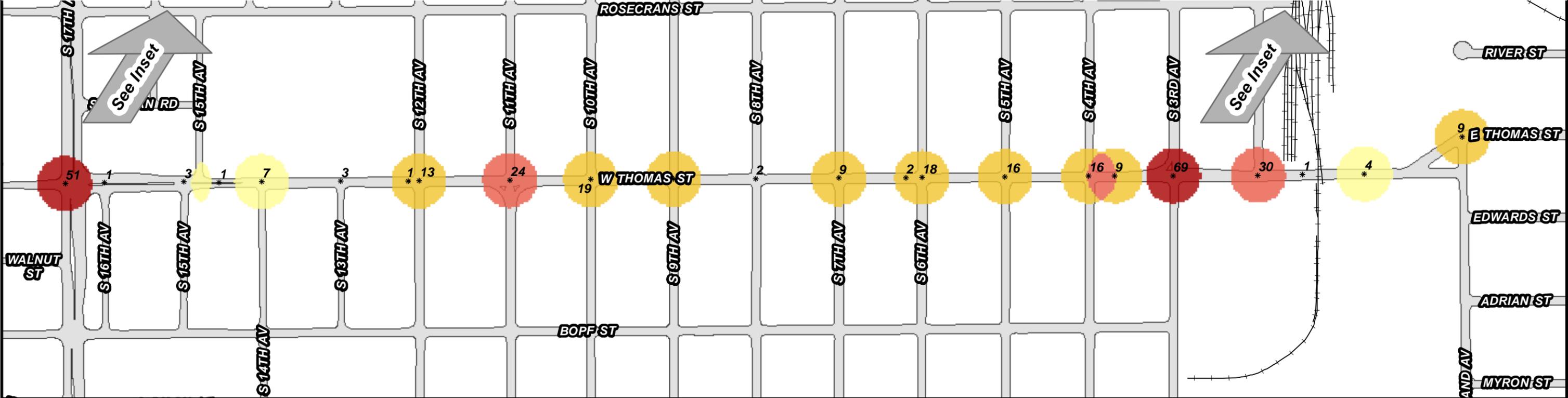
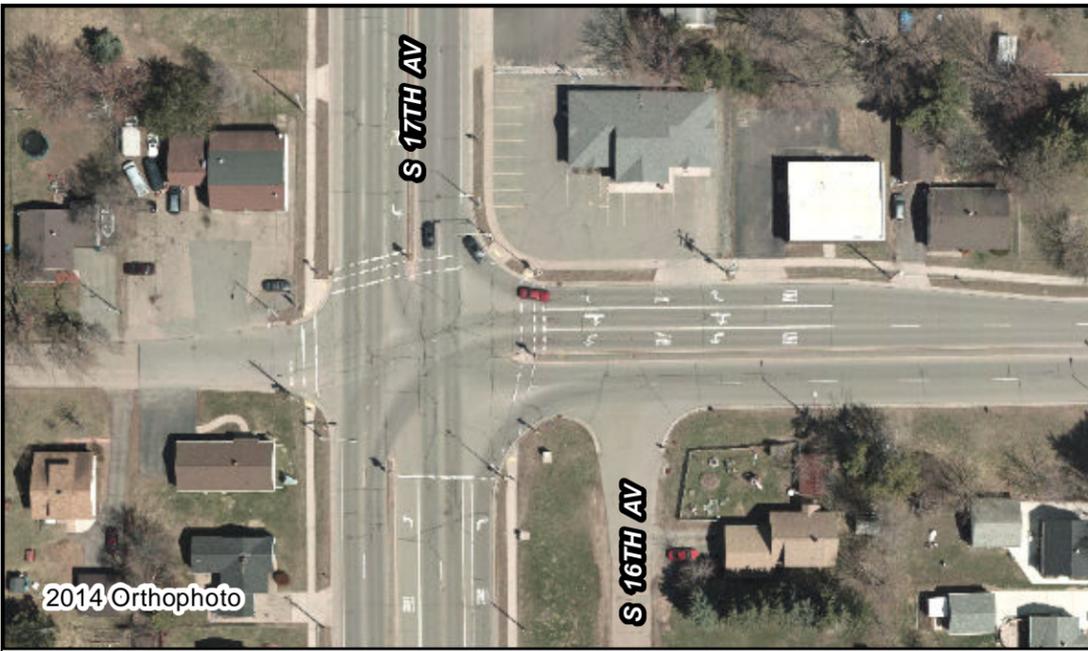
PLAN VIEW

PROJECT START DATE (M/Y)	XXXX 2015
PROJECT NO.	99979
FILENAME	S:\getvar, "dwgname"
SHEET NO.	XX-Y-Z
DRAWING NO.	000

FILE NAME: L:\Work\Projects\99979\gro\plan4_photodgn



<p>AECOM 200 Indiana Avenue Suite 200, Waukesha, WI 53481 T 715.341.8110 F 715.341.7390 WWW.AECOM.COM</p>		<p>PROJECT START DATE (M/Y) XXXX 2015</p>
<p>CITY OF WAUSAU THOMAS ST (17TH AVE TO 4TH AVE) WAUSAU, WISCONSIN</p>		<p>PROJECT NO. 99979</p>
<p>PLAN VIEW</p>		<p>FILENAME S:\getvar, "dwgname"</p>
<p>000</p>		<p>SHEET NO. XX-Y-Z</p>
<p>000</p>		<p>DRAWING NO.</p>
<p>DRN BY: _____</p>	<p>DES BY: _____</p>	<p>CHK BY: _____</p>
<p>APP BY: _____</p>	<p>REV _____</p>	<p>DESCRIPTION _____</p>
<p>DATE (MDY) _____</p>	<p>CHK _____</p>	<p>DRN _____</p>



Traffic Accidents

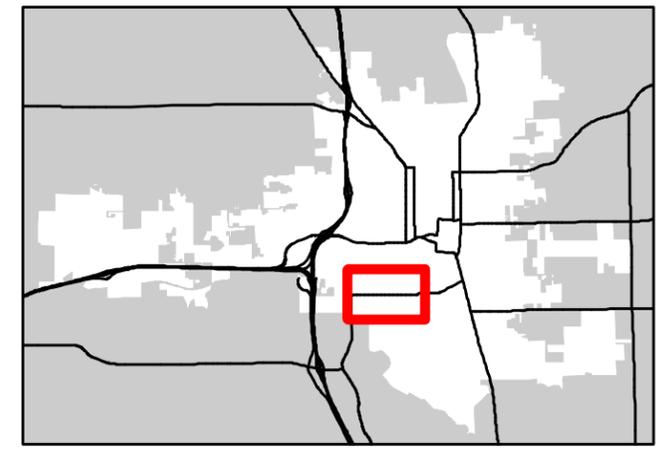
W Thomas Street

(S 17th Av - Cleveland Av)

Data sample from September 2006 - July 2015
Spatial Analyst - Point Density

Date: 07/24/2015

- NOTES:
1. DUPLICATION OF THIS MAP IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE CITY OF WAUSAU ENGINEERING DEPT.
 2. THIS MAP WAS COMPILED AND DEVELOPED BY THE CITY OF WAUSAU AND MARATHON COUNTY GIS. THE CITY AND COUNTY ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
 3. MAP FEATURES DEVELOPED FROM APRIL 2010 AERIAL PHOTOGRAPHY.
 4. GIS@CI.WAUSAU.WI.US



Summary of Estimated Probable Construction Costs
Thomas Street
17th Avenue to 4th Avenue
City of Wausau, Wisconsin
June 2015

LINE NO.	ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
ROADWAY IMPROVEMENTS						
1	201.0120	Clearing	ID	950	\$17.00	\$17,000
2	201.0220	Grubbing	ID	950	\$15.00	\$15,000
3	204.0150	Removing Curb & Gutter	LF	5,200	\$5.50	\$29,000
4	204.0155	Removing Concrete Sidewalk	SY	4,300	\$6.00	\$26,000
5	204.0210	Removing Manholes	EACH	20	\$450.00	\$9,000
6	204.0220	Removing Inlets	EACH	40	\$350.00	\$14,000
7	204.0245	Removing Storm Sewer	LF	3,650	\$25.00	\$92,000
8	205.0200	Excavation Common	CY	12,620	\$13.00	\$165,000
9	305.0110	Base Aggregate Dense 3/4-Inch	TON	1,550	\$25.00	\$39,000
10	305.0120	Base Aggregate Dense 1 1/4-Inch	TON	23,200	\$22.00	\$511,000
11	460.1103	HMA Pavement Type E-3	TON	6,650	\$100.00	\$665,000
12	601.0407	Concrete Curb & Gutter 18-Inch Type D	LF	4,150	\$20.00	\$83,000
13	601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	9,800	\$20.00	\$196,000
14	608.0412	Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	LF	1,560	\$60.00	\$94,000
15	608.0415	Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	LF	370	\$67.00	\$25,000
16	608.0418	Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	LF	370	\$74.00	\$28,000
17	608.0421	Storm Sewer Pipe Reinforced Concrete Class IV 21-Inch	LF	420	\$86.00	\$37,000
18	608.0424	Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	LF	630	\$98.00	\$62,000
19	608.0430	Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	LF	300	\$105.00	\$32,000
20	611.0530	Manhole Covers Type J	EACH	20	\$370.00	\$8,000
21	611.0624	Inlet Covers Type H	EACH	40	\$470.00	\$19,000
22	611.2004	Manholes 4-FT	EACH	20	\$2,400.00	\$48,000
23	611.3230	Inlets 2X3-FT	EACH	40	\$1,750.00	\$70,000
24	Roadway Sub-Total =					\$2,284,000
25	619.1000	Mobilization/Demobilization	5%	of Line 24		\$115,000
26		Pavement Marking	3.5%	of Line 24		\$80,000
27		Signing	1%	of Line 24		\$23,000
28		Traffic Control	5%	of Line 24		\$115,000
29		Erosion Control	2%	of Line 24		\$46,000
30		Landscaping	3%	of Line 24		\$69,000
31		Traffic Signal	LS	1	\$125,000.00	\$125,000
32		Decorative Street Lighting	Each	50	\$8,000.00	\$400,000
33	Total Roadway Cost =					\$3,257,000
UTILITY RELOCATIONS						
34		Bury Overhead Utility (WPS)	LF	5,630	\$174.00	\$1,000,000
35		Bury Overhead Utility (WPS)	LF	5,630	\$44.00	\$250,000
36		Bury Overhead Utility (Frontier)	LF	5,630	\$37.00	\$210,000
37	Total Utility Cost =					\$1,460,000
Estimated Construction Cost (2015 Dollars, Rounded)=						\$4,750,000
2.5% Increase for Inflation to 2016 Dollars (Rounded) =						\$120,000
15% Contingency (Rounded)=						\$700,000
Total Estimated Construction Cost (2016 Dollars, Rounded)=						\$5,570,000

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

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

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

(Travis Bruch – 4212 Hilltop Avenue)

Committee Action: CISM Approved 5-0
Plan Comm. Approved 4-0

Ordinance Number: 497-15B

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

File Number: 15-0809

Date Introduced: September 22, 2015

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

Section 1. Territory Annexed. In accordance with Chapter 66, Wisconsin Statutes, and the petition for direct annexation signed by Travis Bruch and Rebecca Bruch 100 percent of the owners and electors of the land now located in the Town of Stettin, Marathon County, Wisconsin, and being a part of the Wausau School District, the following described land is hereby annexed to the City of Wausau:

Part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 28, Township 29 North, Range 7 East, Town of Stettin, Marathon County, Wisconsin, described as follows:

Commencing at the Southwest corner of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence East, along the South line of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, 360 feet to the East line of Lot 1 of Certified Survey Map No. 7295 recorded in the office of Register of Deeds for Marathon County in Volume 28 of Certified Survey Maps on page 68 extended Southerly, the point of beginning:

Thence continuing East, along said South line and along the existing boundary of the City of Wausau, 100 feet to a line 460 feet East of and parallel with the West line of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence North, along said parallel line and along the existing boundary of the City of Wausau, 241 feet to the South line of said Lot 1; thence West, along said South line, 100 feet to the east line of said Lot 1; thence South, along said East line and said East line extended Southerly, 241 feet to said South line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, the point of beginning.

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

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

Section 4. Aldermanic District and Population of Annexed Area. The territory described in Section 1 of this ordinance is hereby made a part of the 9th Aldermanic District and the 25th Ward of the City of Wausau, subject to the ordinances, rules and regulations of the city, county, and state, governing districts.

The population of the annexed territory is four (4).

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

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

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

James E. Tipple, Mayor

Attest:

Toni Rayala, Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: September 10, 2015, at 5:30 p.m. in the Council Chambers of City Hall.

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

Also Present: Lindman, Jacobson, Groat, Wesolowski, Gehin

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.

CONSENT AGENDA

- A. Approve minutes of the August 20, 2015 meeting**
- B. Action on an initial resolution to hold a public hearing to vacate a portion of the alley bounded by Prospect Avenue, Genrich Street, Dunbar Street and Single Avenue**
- C. Action on an initial resolution to hold a public hearing to vacate a portion of 80th Avenue**
- D. Action on a petition for annexation – Bruch, 4212 Hilltop Avenue (076-2907-282-0978, Town of Stettin)**
- E. Action on a Stormwater Maintenance Agreement for Kocourek Holdings on North 20th Avenue**

Mielke moved to approve the consent agenda items. Kellbach seconded and the motion carried unanimously 5-0.

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, September 15, 2015, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Lindman, Gisselman, Atwell, Bohlken

Others Present: Lenz, DeSantis, Hebert, Ohrmundt

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

Lindman called the meeting to order at 5:00 p.m. noting that a quorum was present.

Discussion and possible action on a petition for annexation – Bruch, 4212 Hilltop Avenue (076-2907-282-0978, Town of Stettin).

Lenz said that the Plan Commission reviews annexation requests after CISM. This went to the last CISM meeting and was approved. It is one residential parcel that is seeking city utilities and part of our policy is to require annexation to get city utilities. The Town of Stettin will need to be paid their share of property taxes for 5 years as a result of the annexation. A letter from the State of Wisconsin was included in the packet indicating that this is in the interest of the public. Staff recommends approval.

Bohlken motioned to approve the petition for annexation – Bruch, 4212 Hilltop Avenue (076-2907-282-0978, Town of Stettin). Gisselman seconded, and the motion carried unanimously 4-0. This item will go to Common Council on September 22, 2015.

Agenda Item No.

1D

STAFF REPORT TO CISM COMMITTEE – September 10, 2015

AGENDA ITEM

Action on a petition for annexation – Bruch, 4212 Hilltop Avenue (076-2907-282-0978, Town of Stettin)

BACKGROUND

The City received a petition to annex the parcel at 4212 Hilltop Avenue. The petition and annexation map are attached for your reference.

FISCAL IMPACT

The City will pay the Town of Stettin for a period of five years an amount equal to the value of the town taxes received from the annexation area at the time the annexation petition is final. Presently, the estimated fair market value of the annexation area is approximately \$103,400. City tax on this annexation would be approximately \$905.47; Town tax is approximately \$325.50; net to City for five years will be approximately \$580 per year.

STAFF RECOMMENDATION

Staff recommends the annexation be approved.

Staff contact: Brad Lenz 715-261-6753

PETITION FOR ANNEXATION

The undersigned, constituting 100 percent of the owners and electors of the following-described territory located in the Town of Stettin, Marathon County, Wisconsin, lying contiguous to the City of Wausau, petition the Honorable Mayor and Common Council of said city to annex the territory described below and shown upon the attached scale map, as permitted by Chapter 66 of the Wisconsin Statutes, to the City of Wausau, Marathon County, Wisconsin:

SEE ATTACHED MAP AND LEGAL DESCRIPTION

The current population of such territory is four (4).

Dated this 14 day of August, 2015.



Travis Bruch, Owner-Elector
4212 Hilltop Avenue
Wausau WI 54401



Rebecca Bruch, Elector
4212 Hilltop Avenue
Wausau WI 54401

Legal Description for Proposed Annexation
4212 Hilltop Avenue (Bruch)

Part of the SW¹/₄ of the NW¹/₄, Section 28, Township 29 North, Range 7 East, Town of Stettin, Marathon County, Wisconsin, described as follows:

Commencing at the Southwest corner of said SW¹/₄ of the NW¹/₄; thence East, along the South line of said SW¹/₄ of the NW¹/₄, 360 feet to the East line of Lot 1 of Certified Survey Map No. 7295 recorded in the office of Register of Deeds for Marathon County in Volume 28 of Certified Survey Maps on page 68 extended Southerly, the point of beginning:

Thence continuing East, along said South line and along the existing boundary of the City of Wausau, 100 feet to a line 460 feet East of and parallel with the West line of said SW¹/₄ of the NW¹/₄; thence North, along said parallel line and along the existing boundary of the City of Wausau, 241 feet to the South line of said Lot 1; thence West, along said South line, 100 feet to the east line of said Lot 1; thence South, along said East line and said East line extended Southerly, 241 feet to said South line of the SW¹/₄ of the NW¹/₄, the point of beginning.

4212 Hilltop Avenue
Wausau WI 54401

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

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

Julaine Zunker, Clerk
Town of Stettin
12004 Stettin Drive
Marathon, WI 54448

Yvonne Henning, Clerk
Wausau School District
415 Seymour Street
P.O. Box 359
Wausau, WI 54402-0359

Mr. Erich Schmidtke
Division of Intergovernmental Relations
Municipal Boundary Review
Wisconsin Department of Administration
101 East Wilson Street, 10th Floor
Madison, WI 53702-0001

Re: Annexation-4212 Hilltop Avenue

Ladies/Gentlemen:

Enclosed to each of you please find copy of a petition for direct annexation of territory in the Town of Stettin to the City of Wausau, pursuant to Chapter 66, Wisconsin Statutes. Also enclosed is a scale map of the real estate which is located in the Town of Stettin, Marathon County, Wisconsin. The petition contains the signatures of the sole owner of the property within the territory and the sole elector residing within the territory.

At this time I am also submitting to the Department of Administration a completed "Request for Annexation Review" form and check payable to the Department of Administration totaling \$400.00 for their review fee.

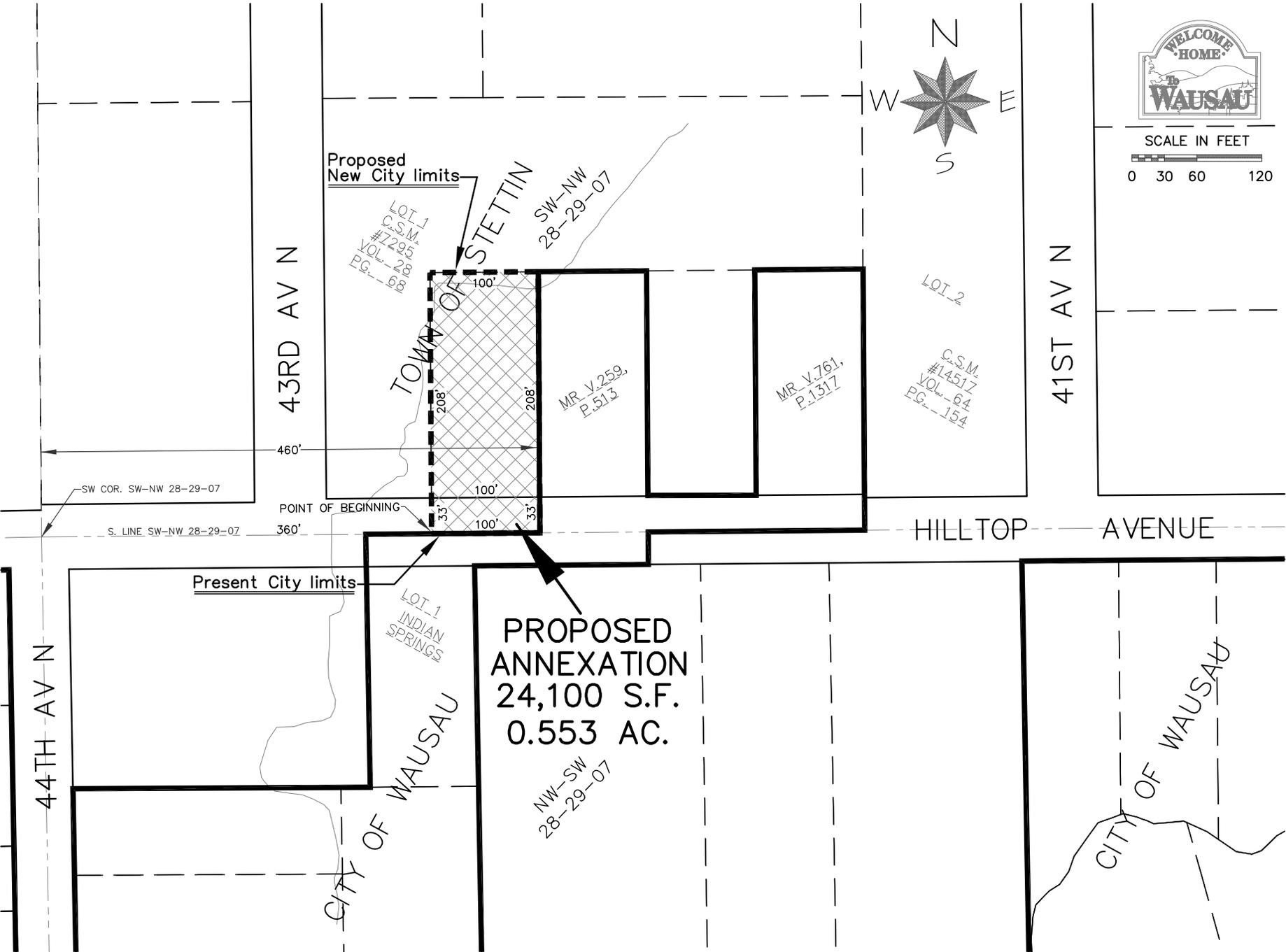
Sincerely,



Travis Bruch

Enclosures

Ms. Rayala, To you I enclose the original, signed petition for filing.



Legal Description for Proposed Annexation
4212 Hilltop Avenue (Bruch)

Part of the SW¹/₄ of the NW¹/₄, Section 28, Township 29 North, Range 7 East, Town of Stettin, Marathon County, Wisconsin, described as follows:

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ECONOMIC DEVELOPMENT COMMITTEE

Time and Place: The Economic Development Committee met on Tuesday, September 15, 2015 at 5:30 p.m. in the 2nd floor Board Room at City Hall, 407 Grant Street, Wausau

ED Members Present: Bill Nagle (C), David Nutting, Romey Wagner and Lisa Rasmussen

Others Present: Ann Werth, Chris Schock, Travis Lepinski, Gary Gisselman, Sherry Abitz, Eric Lindman, Maryanne Groat, Pat Schmidt, John Morache and Bill Reif

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

CALL TO ORDER

Nagle noted there was a quorum and called the meeting to order at approximately 5:30 p.m.

PUBLIC COMMENT ON MATTERS APPEARING ON THE AGENDA

No public comments were made.

DISCUSSION AND POSSIBLE ACTION ON THE POTENTIAL LAND SALE AND OPTION REQUEST FOR THE PROPERTIES AT 7750 INTERNATIONAL DRIVE AND 402 NORTH 72ND AVENUE.

Rasmussen motioned to accept original proposal for the sale of property and approve three year option on the adjacent parcel. Nutting seconded and the motion carried unanimously 4-0.

DISCUSSION AND POSSIBLE ACTION ON THE POTENTIAL LAND SALE FOR THE PROPERTY AT APPROXIMATELY 625 SOUTH 84TH AVENUE

Rasmussen motioned to accept the proposal for the sale of property. Wagner seconded and the motion carried unanimously 4-0.

DISCUSSION AND POSSIBLE ACTION ON THE ECONOMIC DEVELOPMENT ISSUES AND OPPORTUNITIES FOR THE PROPERTIES ON THE 1100 BLOCK OF WEST THOMAS STREET

No action was taken. Discussion will be done in closed session.

CLOSED SESSION PURSUANT TO 19.85(1)(E) OF THE WISCONSIN STATUTES FOR DELIBERATING OR NEGOTIATING THE PURCHASE OF PUBLIC PROPERTIES, THE INVESTING OF PUBLIC FUNDS, OR CONDUCTING OTHER SPECIFIED PUBLIC BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION

***DISCUSSION AND POSSIBLE ACTION ON THE POTENTIAL LAND SALE AND OPTION REQUEST FOR THE PROPERTIES AT 7750 INTERNATIONAL DRIVE AND 402 NORTH 72ND AVENUE**

***DISCUSSION AND POSSIBLE ACTION ON THE POTENTIAL LAND SALE FOR THE PROPERTY AT APPROXIMATELY 625 SOUTH 84TH AVENUE**

***DISCUSSION AND POSSIBLE ACTION ON THE ECONOMIC DEVELOPMENT ISSUES AND OPPORTUNITIES FOR THE PROPERTIES ON THE 1100 BLOCK OF WEST THOMAS STREET**

Rasmussen motioned to go into closed session. Wagner seconded and roll call was done, all members were present except Neal

RECONVENE INTO OPEN SESSION TO TAKE ACTION ON CLOSED SESSION ITEMS, IF NECESSARY

Rasmussen motioned to move into open session. Nutting seconded and the motion carried 4-0.

Rasmussen motioned to Nutting seconded and the motion carried 3-1 Nagle was the no vote.

DISCUSSION AND POSSIBLE ACTION ON ECONOMIC DEVELOPMENT MARKETING

No action was taken.

Schock informed the committee on how hashtags work and handed out some ideas of possible hashtags for the City. He asked them to also come up with some ideas, and they will discuss it at a future Economic Development Committee meeting

DISCUSSION AND POSSIBLE ACITON ON ECONOMIC DEVELOPMENT STRATEGY

No action was taken.

Schock handed out some information on a regional strategy and asked the committee to review it, so it can be discussed at a future Economic Development Committee meeting.

DISCUSSION AND POSSIBLE ACTION ON MEETING DATE ADDITIONS FOR FUTURE ECONOMIC DEVELOPMENT COMMITTEE MEETINGS

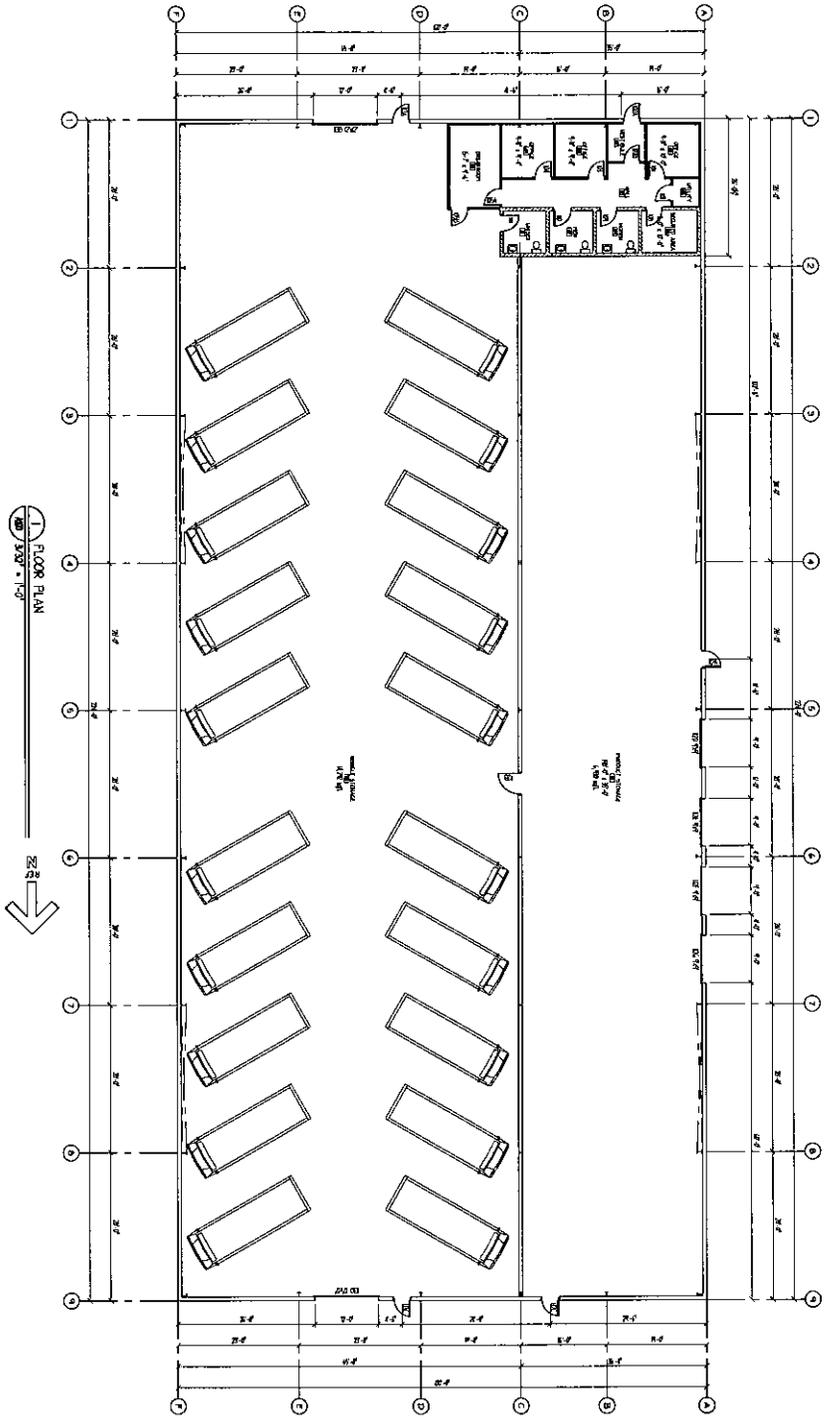
Discussion was done to add a seconded Economic Development Committee meeting. They agreed on having it on the third Thursday of the month.

ADJOURN

Wagner motioned to adjourn. Neal seconded and the motion carried unanimously 5-0.

The meeting was adjourned at 7:00 p.m.

Respectfully Submitted,
ECONOMIC DEVELOPMENT COMMITTEE
Bill Nagle, Chairperson



1 FLOOR PLAN
30'0" x 110'



URBAN
CONSTRUCTION
COMPANY
5809 N 29th Avenue
Wausau, WI 54401
TEL: 715-675-9425
FAX: 715-675-9781

Landmark Leasing
LLC

LOCATION: ---, WI
PROJECT: Proposed Building for
Canteen

NO.	DATE	DESCRIPTION
1	12/15/11	PRELIMINARY
2	1/10/12	FOR CONSTRUCTION

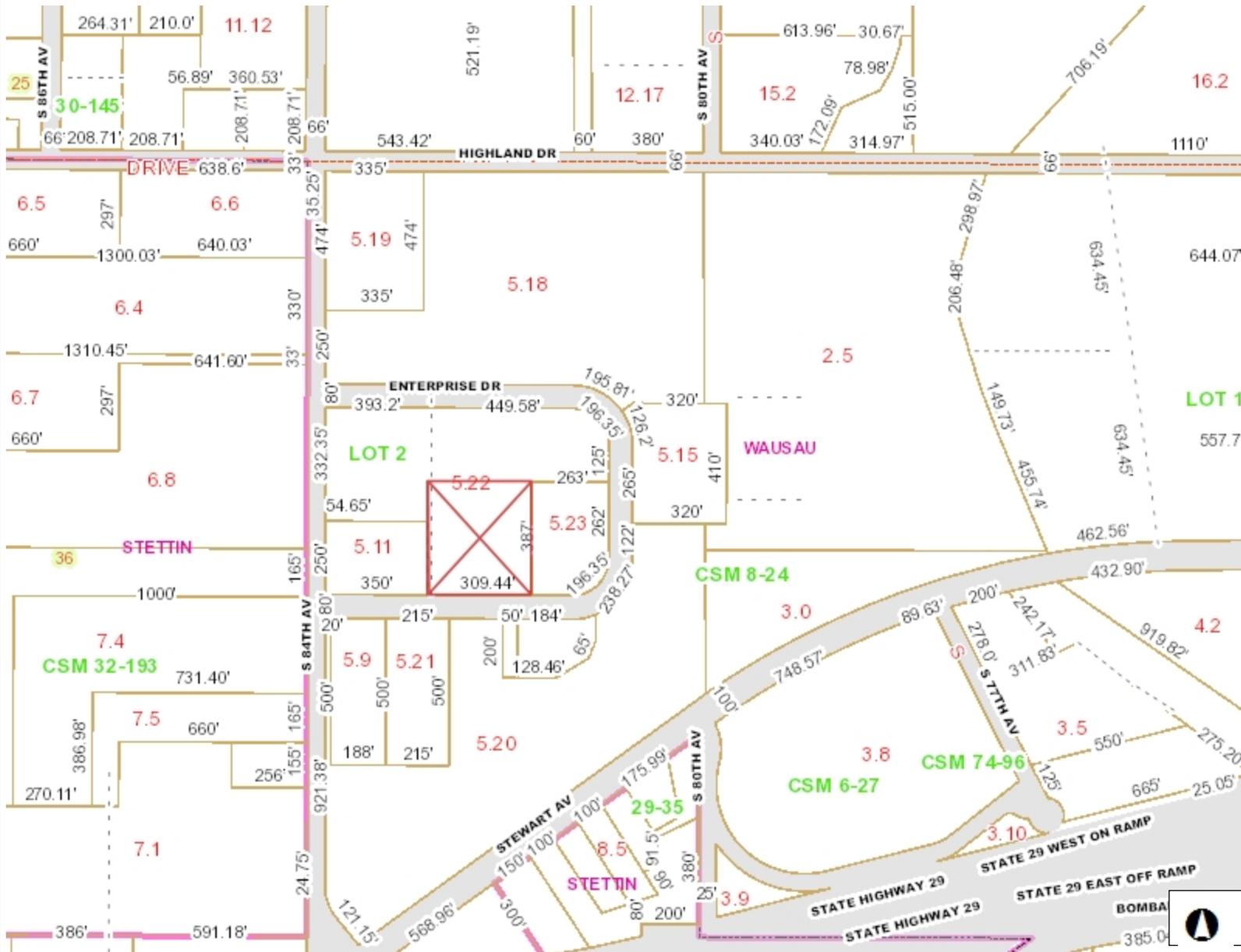
PROJECT: ---
SHEET: ---
DATE: ---

DESIGNED BY: ---
CHECKED BY: ---
DATE: ---

1355 PM
1/10/12
FOR CONSTRUCTION

PRELIMINARY
FOR CONSTRUCTION

SKETCHES
Floor Plan
A100
SHEET



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

253.47 0 253.47 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

grant a 3 year option on an additional 8.53 acres at 7750 International Drive (PIN: 291-2906-251-0978) for \$100 annually to Stettin Investor's Group (SIG).

Approved:

James E. Tipple, Mayor

ECONOMIC DEVELOPMENT COMMITTEE

Time and Place: The Economic Development Committee met on Tuesday, September 15, 2015 at 5:30 p.m. in the 2nd floor Board Room at City Hall, 407 Grant Street, Wausau

ED Members Present: Bill Nagle (C), David Nutting, Romey Wagner and Lisa Rasmussen

Others Present: Ann Werth, Chris Schock, Travis Lepinski, Gary Gisselman, Sherry Abitz, Eric Lindman, Maryanne Groat, Pat Schmidt, John Morache and Bill Reif

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

CALL TO ORDER

Nagle noted there was a quorum and called the meeting to order at approximately 5:30 p.m.

PUBLIC COMMENT ON MATTERS APPEARING ON THE AGENDA

No public comments were made.

DISCUSSION AND POSSIBLE ACTION ON THE POTENTIAL LAND SALE AND OPTION REQUEST FOR THE PROPERTIES AT 7750 INTERNATIONAL DRIVE AND 402 NORTH 72ND AVENUE.

Rasmussen motioned to accept original proposal for the sale of property and approve three year option on the adjacent parcel. Nutting seconded and the motion carried unanimously 4-0.

DISCUSSION AND POSSIBLE ACTION ON THE POTENTIAL LAND SALE FOR THE PROPERTY AT APPROXIMATELY 625 SOUTH 84TH AVENUE

Rasmussen motioned to accept the proposal for the sale of property. Wagner seconded and the motion carried unanimously 4-0.

DISCUSSION AND POSSIBLE ACTION ON THE ECONOMIC DEVELOPMENT ISSUES AND OPPORTUNITIES FOR THE PROPERTIES ON THE 1100 BLOCK OF WEST THOMAS STREET

No action was taken. Discussion will be done in closed session.

CLOSED SESSION PURSUANT TO 19.85(1)(E) OF THE WISCONSIN STATUTES FOR DELIBERATING OR NEGOTIATING THE PURCHASE OF PUBLIC PROPERTIES, THE INVESTING OF PUBLIC FUNDS, OR CONDUCTING OTHER SPECIFIED PUBLIC BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION

***DISCUSSION AND POSSIBLE ACTION ON THE POTENTIAL LAND SALE AND OPTION REQUEST FOR THE PROPERTIES AT 7750 INTERNATIONAL DRIVE AND 402 NORTH 72ND AVENUE**

***DISCUSSION AND POSSIBLE ACTION ON THE POTENTIAL LAND SALE FOR THE PROPERTY AT APPROXIMATELY 625 SOUTH 84TH AVENUE**

***DISCUSSION AND POSSIBLE ACTION ON THE ECONOMIC DEVELOPMENT ISSUES AND OPPORTUNITIES FOR THE PROPERTIES ON THE 1100 BLOCK OF WEST THOMAS STREET**

Rasmussen motioned to go into closed session. Wagner seconded and roll call was done, all members were present except Neal

RECONVENE INTO OPEN SESSION TO TAKE ACTION ON CLOSED SESSION ITEMS, IF NECESSARY

Rasmussen motioned to move into open session. Nutting seconded and the motion carried 4-0.

Rasmussen motioned to Nutting seconded and the motion carried 3-1 Nagle was the no vote.

DISCUSSION AND POSSIBLE ACTION ON ECONOMIC DEVELOPMENT MARKETING

No action was taken.

Schock informed the committee on how hashtags work and handed out some ideas of possible hashtags for the City. He asked them to also come up with some ideas, and they will discuss it at a future Economic Development Committee meeting

DISCUSSION AND POSSIBLE ACITON ON ECONOMIC DEVELOPMENT STRATEGY

No action was taken.

Schock handed out some information on a regional strategy and asked the committee to review it, so it can be discussed at a future Economic Development Committee meeting.

DISCUSSION AND POSSIBLE ACTION ON MEETING DATE ADDITIONS FOR FUTURE ECONOMIC DEVELOPMENT COMMITTEE MEETINGS

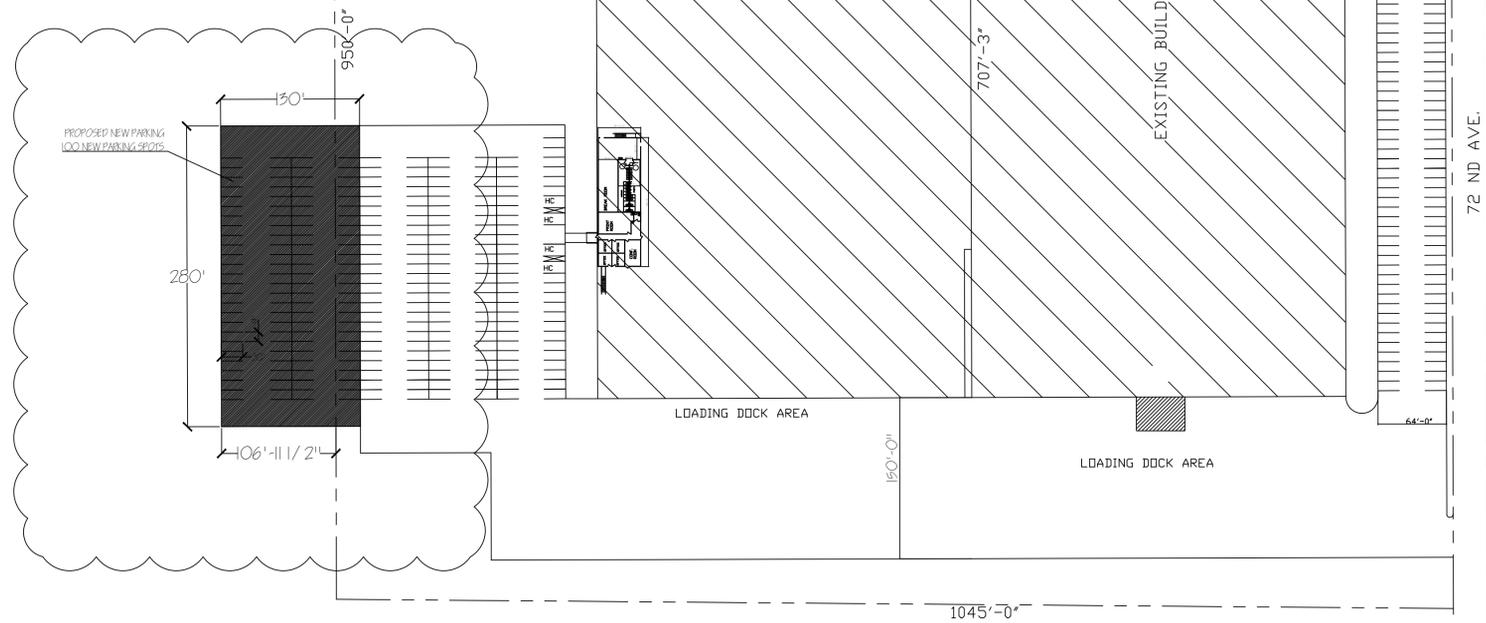
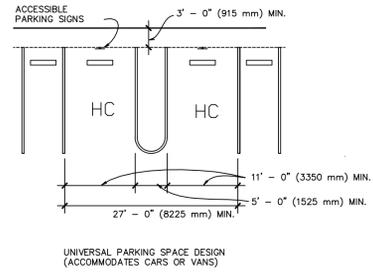
Discussion was done to add a seconded Economic Development Committee meeting. They agreed on having it on the third Thursday of the month.

ADJOURN

Wagner motioned to adjourn. Neal seconded and the motion carried unanimously 5-0.

The meeting was adjourned at 7:00 p.m.

Respectfully Submitted,
ECONOMIC DEVELOPMENT COMMITTEE
Bill Nagle, Chairperson



PLOT PLAN

SCALE 1" = 80'-0"

SHEET INDEX	
NO.	DISCRIPTION
1	PLOT PLAN
2	
3	
4	
5	

PROPOSED: EASTBAY PARKING LOT ADDITION		
SCALE: AS NOTED	APPROVED BY:	DRAWN BY: DA
DATE: 9/1/15		REVISED:
UNITED STRUCTURES INC.		DRAWING NUMBER:
P.O. Box 527 Schofield, WI 54476 Phone: (715) 355-1040 Fax: (715) 359-0541		1 OF 1

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

RESOLUTION OF THE FINANCE COMMITTEE	
Authorizing 2015 Budget Modification	
Committee Action:	Approved 5-0
Fiscal Impact:	The transfer of funds does not increase the overall budget
File Number:	14-1109
Date Introduced:	September 22, 2015

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input checked="" 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: Net budget modification \$0</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 type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" 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>		

WHEREAS, the City Engineering has reviewed Street and related Utility projects and compared projected costs along with possible adjustments for changes in quantities and compared them to the 2015 budget, and developed the attached budget modification; and

WHEREAS, the Finance Committee has reviewed and approved the budget modification as provided on Exhibit A.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the proper City official(s) be authorized and directed to modify the 2015 budget as presented on Exhibit A

BE IT FURTHER RESOLVED, that the proper City Officials are hereby authorized and directed to publish the budget modification in the official newspaper as required.

Approved:

James E. Tipple, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, September 8, 2015 @ 5:30 pm., Board Room

Members Present: Oberbeck(C), Kellbach, Mielke, Nutting, Nagle

Others Present: Groat, Jacobson, Giese, Lindman, Schock, Werth, Seubert, Gisselman, Wagner, Neal, Goede, and Media

Discussion and possible action on Budget Modification Street and Utility Projects

Lindman stated the bids came in high this year compared to what we had budgeted and a budget modification was approved. The amount of money allocated in the budget modification brought the budget in line with each of the projects specific bid amounts. This leaves no contingency for changes in quantities or other small change orders. The asphalt paving project came in under budget so we are proposing to allocate some of those funds to the concrete repair project and to street projects A, B, D and E. He indicated the Department of Public Works is implementing a project tracking system to budget dollars for a project ahead of time, have those bids come in and still maintain that budget if it is over the bid. This way as payments and change orders come in we always know what the budget number is and can ask for funding ahead of time versus after the fact.

Lindman stated the second portion of the request had to do with three water department projects that were budgeted for 2015 but are not proposed to go this year. He requested reallocation of those funds to the Brown Street Tower painting; the water meter replacement project; and the additional Highland Tank Mixer project. He noted the Water Commission has approved these.

Motion by Nagle, second by Mielke to approve the budget modifications for street and utility projects. Motion carried 5-0.

TRANSFER OF FUNDS/CHANGE OF PURPOSE REQUEST FORM

Requested: Eric Lindman

Dept: DPWU

Date: 9/1/15

Reviewed by Finance:

Date:

Reviewed by Mayor:

Date:

Transfer Explanation and Justification:

Street Projects: Adjustments to allow proper management of projects and quantity adjustments as necessary for actual quantities installed.

Water Projects: Three proposed capital water projects are not going to be completed this year as budgeted. Distribute these funds to cover projects that came in over budget and complete a project of higher priority not originally budgeted for 2015.

FROM / TO	ACCOUNT NUMBER	ACCOUNT NAME	\$ AMOUNT
TRANSFER OF FUNDS			
From	150-232698230	Asphalt Paving Project	-\$32,154.00
To	150-236598290	Concrete Repair Project	\$17,054.00
To	150-232098230	Project A – Street Reconstruction	\$2,600.00
To	150-232098230	Project B – Street Reconstruction	\$3,000.00
To	150-232098230	Project B – Storm Sewer Construction	\$1,000.00
To	150-232098230	Project D – Street Reconstruction	\$2,500.00
To	150-232098230	Project D – Storm Sewer Construction	\$1,500.00
To	150-232098230	Project E – Street Reconstruction	\$2,000.00
To	150-232098230	Project E – Storm Sewer Construction	\$2,500.00
From	161-16430	17 th Ave Bridge St WM Repair	-\$35,000
From	161-16430	2 nd Ave (Stewart to Elm) WM	-\$35,000
From	161-16970	Plant Computer/SCADA Upgrade	-\$15,000
To	161-14043	Brown Street Tower Painting	\$15,000.00
To	161-16462	Water Meter Replacement Project	\$15,000.00
To	161-16140	Highland Tank Mixer (New Project)	\$55,000.00

COMMENTS:

Fin. Committee Approval Denial Date: _____ Council Approval Denial Date: _____

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

JOINT RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE AND FINANCE COMMITTEE	
Accepting the response from Wausau Mine Company/Dan Wage and Bridge Street Investment Group/Karen Hocking as satisfactory completing the intent of the signed Development Agreements.	
Committee Action:	ED Comm: Approved 5-0 Finance: Pending
Fiscal Impact:	None
File Number:	15-0920
Date Introduced:	September 22, 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 signed Development Agreements with Wausau Mine Company/Dan Wage (October 23, 2007) and Bridge Street Investment Group/Karen Hocking (February 13, 2008); and

WHEREAS, the Development Agreement with Wausau Mine Company/Dan Wage required a minimum value of \$985,100 by December 31, 2008. The current value is listed as \$812,400 but the land and construction value of the project totaled \$955,300; and

WHEREAS, the Development Agreement with Bridge Street Investment Group/Karen Hocking required a minimum value of \$1.2 million by August 13, 2009. The current value is listed as \$930,100 but the project has involved additional land acquisition and improvements that total \$1,097,600; and

WHEREAS, both parties substantially completed their proposed projects to the City’s standards and both projects have exceeded their job creation requirements; and

WHEREAS, both projects involved a City construction/land acquisition process where the applicants worked cooperatively and/or purchased property from the City and whose circumstances are unique compared to other signed Development Agreements; and

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the City hereby accepts the response of Wausau Mine Company/Dan Wage and Bridge Street Investment Group/Karen Hocking as a satisfactory completion of their required investment as detailed in the Development Agreement.

Approved:

James E. Tipple, Mayor

Reconsideration of Compliance of the Developer Agreement between the Wausau Mine Company and the City of Wausau, dated October 23, 2007

The following values and facts were not all presented previously and are worthy of reconsideration to establish compliance of the developer agreement.

Job Creation: Developer Goal– 22 New employees

Actual new jobs– 25 New employees.

We went from a staff of 34 employees to a staff of 59 employees and have maintained the increase in staff for the past 7 years.

Property Value subject to Property Taxes:

<u>Prior Value</u>		<u>New Value</u>	
Land	\$108,000	Land	\$147,300
Building	\$225,600	Building	\$694,200
<i>Total</i>	<i>\$333,600</i>	<i>Total</i>	<i>\$841,500</i>

The Goal of the developer Agreement was \$985,100. The values of the improvements planned at the time permits were issued for new construction added up to over \$808,000. If you add the property value of \$147,300 to the improvements with the cost of construction at \$808,000, the total value of the property was \$955,300. On this basis the fair market value list in the **developer agreement was missed by less than \$30,000**

The final taxable value placed on Wausau Mine was clearly impacted by the economic times. And if you consider the improved values provided with the permit application, it is apparent the final taxable value was depressed. And if this developer agreement and any others were evaluated for compliance in 2008/2009, the economy would have been a sound basis to amend the contract to reflect compliance.

Other considerations:

- Redeveloped existing business and job retention
- **Positive TIF increment of greater than \$500,000**
- Allowed an existing business to become handicap compliant in new building
- Assisted an existing business with nominal tax payer money. In fact, the actual out of pocket cost to the city was fuel for equipment and possibly clean fill. Staff time, etc., are not additional costs to the city
- At the wish of the previous owner (Ron Wage), the city shifted the new road (Stewart Ave) south approximately 10 feet. Honoring this request ultimately saved the city substantial money by not taking the building and business (**The estimated relocation cost to the city would likely have approached \$400,000**). The minimal assistance the city provided to raze the existing structure pales in relocation costs
- If the old building was still in its existing location, access in and out of the west driveway, especially out, would have posed safety concerns as the sidewalk would have been virtually touching the building. With the relocation of the new building safety to bikers and walkers was greatly enhanced
- Wausau Mine has tried to be very generous to this community. We have been a recipient to the Red Cross 'real heroes' award. We have been recognized by the Office of the Governor with the 'Exemplary Employer Award' the past two years for our commitment to hiring people with special needs. And we have been proud to have provided a free meal to those in need at Easter for the past 26 years, this year feeding over 880 people
- **While the Stettin Mutual project is not directly part of this developer agreement, there is merit to consider it. An older aerial photo shows an older house that needed to be purchased and razed to enable parking and access for both projects. Without this element, would either project have happened?**

In summary, the above points need to be seriously considered as part of your review to establish compliance to the goals of the developer agreement written over 7 1/2 years ago. Wausau Mine acted in good faith to fully comply and action by the Economic Development Committee should affirm that conclusion. I appreciate your reconsideration of my request.

Thank you,

Dan Wage

Dan Wage

07-0922

CITY OF WAUSAU
OCT 23 2007
CITY CLERK

AGREEMENT BETWEEN THE CITY OF WAUSAU AND
DAN WAGE-PRESIDENT OF WAUSAU MINE COMPANY

THIS AGREEMENT made this 23rd day of October, 2007, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY," and Dan Wage, the president of the Wausau Mine Company, hereinafter referred to as "Wausau Mine Company."

WITNESSETH:

WHEREAS, WAUSAU MINE COMPANY owns a certain property at the intersection of 39th Avenue and Stewart Avenue, which property is described and delineated on Exhibit A attached hereto and incorporated herein by reference, and hereinafter referred to as "PROPERTY"; and

WHEREAS, WAUSAU MINE COMPANY wishes to develop PROPERTY to encompass a new building and on-site parking; and

WHEREAS, the site is currently a blighted site because of the presence of functionally and structurally obsolete buildings and because of safety issues which must be addressed; and

WHEREAS, in order to induce WAUSAU MINE COMPANY to proceed with the commercial development, CITY is willing to provide in kind services, to eliminate the blight and prepare the site, in return for WAUSAU MINE COMPANY proceeding with his private commercial development; and

WHEREAS, the purpose of this agreement is to codify the arrangement between CITY and WAUSAU MINE COMPANY.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY OF WAUSAU.

- A. That CITY shall remove the two (2) existing buildings, including the restaurant and a house, and prepare the site.
- B. A new building will be constructed on site and ready for occupancy no later than December 31, 2008, and there will be a minimum of 22 new full-time jobs created equivalent within 18 months of completion of project.
- C. That the commercial building will have an actual fair market value (for real estate purposes) of at least \$985,100 no later than December 31, 2008.
- D. That the use of PROPERTY will be commercial.

AGRE # 1461

RECEIVED
OCT 23 2007
CITY OF WAUSAU
CITY CLERK

2. GRANT

- A. In order to complete the elimination of the blight and removal of 2 buildings on PROPERTY, the City of Wausau shall provide in kind services for demolition and on site preparation for new construction.
- B. That WAUSAU MINE COMPANY shall be responsible for all government licenses, approvals, zoning permits, and all applicable federal regulations. They shall also be responsible for all tipping fees, inspection fees, hazard material removal fees, and others as required.
- C. That should the commercial building not be completed as required in this agreement and not be valued at the dollar amount provided for in this agreement, that WAUSAU MINE COMPANY shall repay to CITY the actual cost up to \$10,000, within 30 days of the date not complied with.

3. REMEDY IN THE EVENT OF DEFAULT.

Both parties agree that, upon default of any of the provisions of this agreement, the defaulting party shall pay to the other treble damages and all actual attorney's fees and costs of litigation, in addition to the actual cost (in the case of WAUSAU MINE COMPANY) up to \$10,000 in money.

4. MISCELLANEOUS.

- A. Notices. All notices must be in writing and must be sent by United States registered or certified mail (postage prepaid) or by an independent overnight courier service, addressed to the addresses specified below:

Owner: Dan Wage, 3904 W. Stewart Ave, Wausau, WI 54403
City: City of Wausau, 407 Grant Street, Wausau, WI 54403.

Notices given by mail are deemed delivered within three (3) business days after the party sending the notice deposits the notice in the United States Post Office. Notices delivered by courier are deemed delivered on the next business day after the party delivering the notice timely deposits the Notice with the courier for overnight (next day) delivery.

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

- C. Relationship of Parties. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between CITY and DEVELOPER.
- D. Entire Agreement Amendment. All exhibits, addenda, and schedules attached to this Agreement are incorporated into this Agreement as though fully set forth in this Agreement and together with this Agreement contain the entire agreement between the parties with respect to the construction and development described herein. No subsequent alteration, amendment, change, or addition to this Agreement is binding upon either party unless it is in writing and signed by the party to be charged with performance.
- E. Severability. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.
- F. Governing Law. This Agreement is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising from or relating to this Agreement must be brought in Marathon County, Wisconsin.
- G. Time is of the Essence. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor.

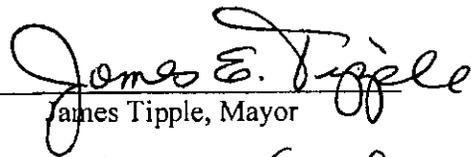
PRESIDENT

By: _____


Dan Wage, Wausau Mine Co.

CITY OF WAUSAU

By: _____


James Tipple, Mayor

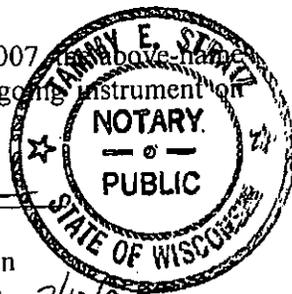
Attest: _____


Kelly Michaels-Saager, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 23RD day of October, 2007, the above-name Dan Wage, to me known to be the persons who executed the foregoing instrument on behalf of said company.

Tammy E. Strub



Notary Public, Wisconsin
My commission expires: 7/12/07

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 23RD day of OCTOBER, 2007, the above-name James Tipple, Mayor, and Kelly Michaels-Saager, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument on behalf of said CITY.

Joan L. Heahlike
Joan L. Heahlike

Notary Public, Wisconsin
My commission expires: 5/10/09

Marathon County Land Record



Request: 29129073320966
PIN: 291-2907-332-0966
Parcel: 59-332907-005-007-00-00
Municipality: City of WAUSAU

Report Generated: 8/26/2015 at 10:09:54 AM

For reference purposes only.

No warranties are expressed or implied for the data provided.

View Type: Internal

Account: User

An Assessor's Property Record Card for this PIN is [available](#)

Tract Index may have instruments for this PIN [available](#)

Record Navigation Bar:	PIN	Address	Owner
-------------------------------	------------	----------------	--------------

(1) General Parcel Information:

PIN 291-2907-332-0966
Parcel Number 59-332907-005-007-00-00
Parcel Status Active
Sale Type Undefined
Sale Date N/A
Sale Amount \$0.00
Transfer Tax \$0.00
Deed Type Quit Claim
Deed Reference 1481158WD 1481455QC
M779-110QC M496-386QC
Mailing Address DAN WAGE

3904 STEWART AVE
WAUSAU WI
54401

(2) Parcel Owners Names:

Owner # 1 WAGER LLC

(3) Parcel Addresses:

Address # 1 3904 STEWART AVE WAUSAU WI 54401

(4) Parcel Descriptions:

Year	Acre	Description
2008	0.75	SEC 33-29-7 PT OF NE1/4 NW1/4 DESD AS PCL (1) & PCLS (A&B) OF CSM VOL 29-112 EX DOC #1471519(ST) INCL OUTLOT (2) OF CSM 66-88 (14816) BEING PT OF LOT 1 BLK 2 BOREENS FIRST ADD

(5) Parcel Assessment:

Year	Use	Acre	Land Value	Improvement Value	Total Value
2010	COMMERCIAL	0.75	\$147,300.00	\$694,200.00	
	Totals for 2010	0.75	\$147,300.00	\$694,200.00	\$841,500.00
2009	COMMERCIAL	0.75	\$147,300.00	\$683,500.00	
	Totals for 2009	0.75	\$147,300.00	\$683,500.00	\$830,800.00
2008	COMMERCIAL	0.75	\$147,300.00	\$225,600.00	
	Totals for 2008	0.75	\$147,300.00	\$225,600.00	\$372,900.00

(6) Parcel Special Assessments:

Year	Description	Amount	Paid	Unpaid
2012	CURB AND GUTTER	\$280.62	\$280.62	\$0.00
	SIDEWALK	\$57.37	\$57.37	\$0.00
	Totals for 2012	\$337.99	\$337.99	\$0.00
2011	CURB AND GUTTER	\$303.79	\$303.79	\$0.00
	SIDEWALK	\$62.09	\$62.09	\$0.00
	Totals for 2011	\$365.88	\$365.88	\$0.00
2010	CURB AND GUTTER	\$326.95	\$326.95	\$0.00
	SIDEWALK	\$66.84	\$66.84	\$0.00
	Totals for 2010	\$393.79	\$393.79	\$0.00

(8) Recent Taxes:

[View](#) Payoff Statement (for current month of all unpaid taxes, interest, and penalty)

Year	Description	Due	Paid	Unpaid	Description	Value
2014					Fair Mkt. Value	812,400.00
	General Net	20,413.33			Wood Fair Mkt. Value	0.00
	View Lottery Credit	0.00				
	Tax General Tax	20,413.33	20,413.33	0.00	Land	147,300.00
	Bill Special	0.00	0.00	0.00	Use Assessment	0.00
	PDF Wood	0.00	0.00	0.00	Improvement	694,200.00
	Other	0.00	0.00	0.00	Wood	0.00
	Totals:	\$20,413.33	\$20,413.33	\$0.00	Total Assessed Value	\$841,500.00

Year	Description	Due	Paid	Unpaid	Description	Value
2013					Fair Mkt. Value	775,400.00
	General Net	20,211.98			Wood Fair Mkt. Value	0.00
	View Lottery Credit	0.00				
	Tax General Tax	20,211.98	20,211.98	0.00	Land	147,300.00
	Bill Special	0.00	0.00	0.00	Use Assessment	0.00
	PDF Wood	0.00	0.00	0.00	Improvement	694,200.00
	Other	0.00	0.00	0.00	Wood	0.00
	Totals:	\$20,211.98	\$20,211.98	\$0.00	Total Assessed Value	\$841,500.00

Year	Description	Due	Paid	Unpaid	Description	Value
2012					Fair Mkt. Value	791,300.00
	General Net	20,292.38			Wood Fair Mkt. Value	0.00
	View Lottery Credit	0.00				
	Tax General Tax	20,292.38	20,292.38	0.00	Land	147,300.00
	Bill Special	337.99	337.99	0.00	Use Assessment	0.00
	PDF Wood	0.00	0.00	0.00	Improvement	694,200.00
	Other	0.00	0.00	0.00	Wood	0.00
	Totals:	\$20,630.37	\$20,630.37	\$0.00	Total Assessed Value	\$841,500.00

Year	Description	Due	Paid	Unpaid	Description	Value
2011					Fair Mkt. Value	816,400.00
	General Net	20,899.40			Wood Fair Mkt. Value	0.00
	View Lottery Credit	0.00				
	Tax General Tax	20,899.40	20,899.40	0.00	Land	147,300.00
	Bill Special	365.88	365.88	0.00	Use Assessment	0.00
	PDF Wood	0.00	0.00	0.00	Improvement	694,200.00
	Other	0.00	0.00	0.00	Wood	0.00
	Totals:	\$21,265.28	\$21,265.28	\$0.00	Total Assessed Value	\$841,500.00

Year	Description	Due	Paid	Unpaid	Description	Value
2010					Fair Mkt. Value	826,300.00
	General Net	21,008.72			Wood Fair Mkt. Value	0.00

**Reconsideration of Compliance of the Developer Agreement
Between, Bridge Street Investment Group, LLC & the City of Wausau**

Dated: February 13, 2008

Whereas, Bridge Street Investment Group, LLC, feels the following facts & figures may not have been fully presented and considered and are worthy of reconsideration to establish compliance of this developer agreement.

New Job Creation: 24 (120%) (total 33.5 jobs)

Development Goal: 20

Subway 9 full time

Biggby 10 full time

Youngs – New positions, 5 (total positions 14.5 full time)

New Property Value: \$1,097,600 (91.5%)

Development Goal: \$1,200,000

Purchase 5 homes, 4 garages, Value \$290,000

Current: \$ 1,015,200

Purchase home for parking lot 405 Chicago Value \$89,700

Current: \$82,400

Old Property Value: \$ 379,700

Developers took a very distressed neighborhood and turned it into a successful development at **Zero Cost to the Taxpayers**...nearly tripling the tax base.

We followed our plan exactly as submitted to council.

Considerations:

1) We purchased all 6 buildings, 4 garages. Paid for Testing & Removal of asbestos in all homes, raising, dump trucks, tipping charges, basement fill, gas line removal, electric transformers and lines, water laterals, side walk & driveway removal. No investment or in-kind service was provided by the City for any portion of the project.

2) The city SOLD 3 remnant parcels to the developer. They no longer had to maintain the sidewalk/lawns or have liability for parcels and are now subject to property tax. Roughly 300' of sidewalks. Note: the city has a hard time giving these parcels away!

3) No one could have predicted the down turn in the economy.

In summary...

We feel we did everything we could possibly do to abide by the agreement in finishing and maintaining a beautiful building. Nearly tripling the tax base and adding jobs to the Wausau area.

Thank you for your time and consideration.

A handwritten signature in black ink, appearing to read "Karen Hocking". The signature is fluid and cursive, with the first name "Karen" written in a larger, more prominent script than the last name "Hocking".

Karen Hocking

Bridge Street Investment Group, LLC

2-13-08

Biggby
Young's
Subway

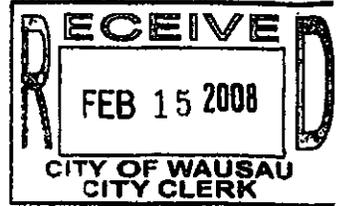
ABK-#
1404

Document No.

DEVELOPMENT AGREEMENT

Document Title

THIS AGREEMENT made this _____ day of _____, 2008, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY," and Bridge Street Investor's Group, LLC, hereinafter referred to as "OWNERS";



WITNESSETH:

WHEREAS, CITY is interested in encouraging development and redevelopment in Wausau; and

WHEREAS, OWNERS intend to redevelop most of the block bounded by Bridge Street, Chicago Avenue, North Fourth Street, and North Third Street to a commercial use which would generate job opportunities and more property tax revenue than the blighted properties currently located on that block; and

WHEREAS, OWNERS have asked CITY to provide limited assistance to help redevelop the site.

NOW, THEREFORE, it is agreed as follows:

1. DECLARATION OF AREA IN NEED OF REDEVELOPMENT.

The City Council declares that the block bounded by Bridge Street, Chicago Avenue, North Fourth Street, and North Third Street, (but for 309 Chicago Avenue), hereinafter referred to as "BLOCK," is in need of redevelopment.

2. OWNERS DEVELOPMENT AND RESPONSIBILITIES.

In consideration of the conditions set forth below, OWNERS shall develop on BLOCK a commercial building of at least 7,000 square feet to house various commercial retail businesses that will generate jobs equivalent to at least 20 full time positions within 36 months from date this agreement is signed and that the final fair market value of the development, as determined by the City of Wausau Assessment Department for property tax purposes, will be at least one million two hundred thousand dollars (\$1,200,000.00) within eighteen (18) months from date of this agreement is signed. 8/13/09

OWNERS shall be responsible for demolition of all dilapidated residential and accessory structures at OWNERS own cost. OWNERS shall be responsible for all site preparation, activities, and all other costs of whatever nature in order to prepare the site for construction.

OWNERS agree 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 the demolition, disposal, and site preparation on the demised premises, including all environmental causes of action which might be brought, 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.

3. **CITY RESPONSIBILITIES.**

That in consideration of the above, and contingent upon the conditions set forth below, CITY shall sell (and owner shall purchase) remnant public property known as 1601 N. Third Street and 308 and 314 E. Bridge Street which consists of a total of approximately 7,834.57 square feet of land area (Exhibit A) for a total cost of two thousand dollars (\$2,000).

On or before 4/30/08 CITY shall consider rezoning the block to a UDD zoning classification and consider vacating all portions of the public alley running through BLOCK.

That the development is contingent upon the City Council's action in vacating the alley (Exhibit B) in the BLOCK and contingent upon the conveyance to OWNERS by the CITY of the excess property along Bridge Street and rezone property to UDD (Unified Development District) in accordance with attached material (Exhibit C).

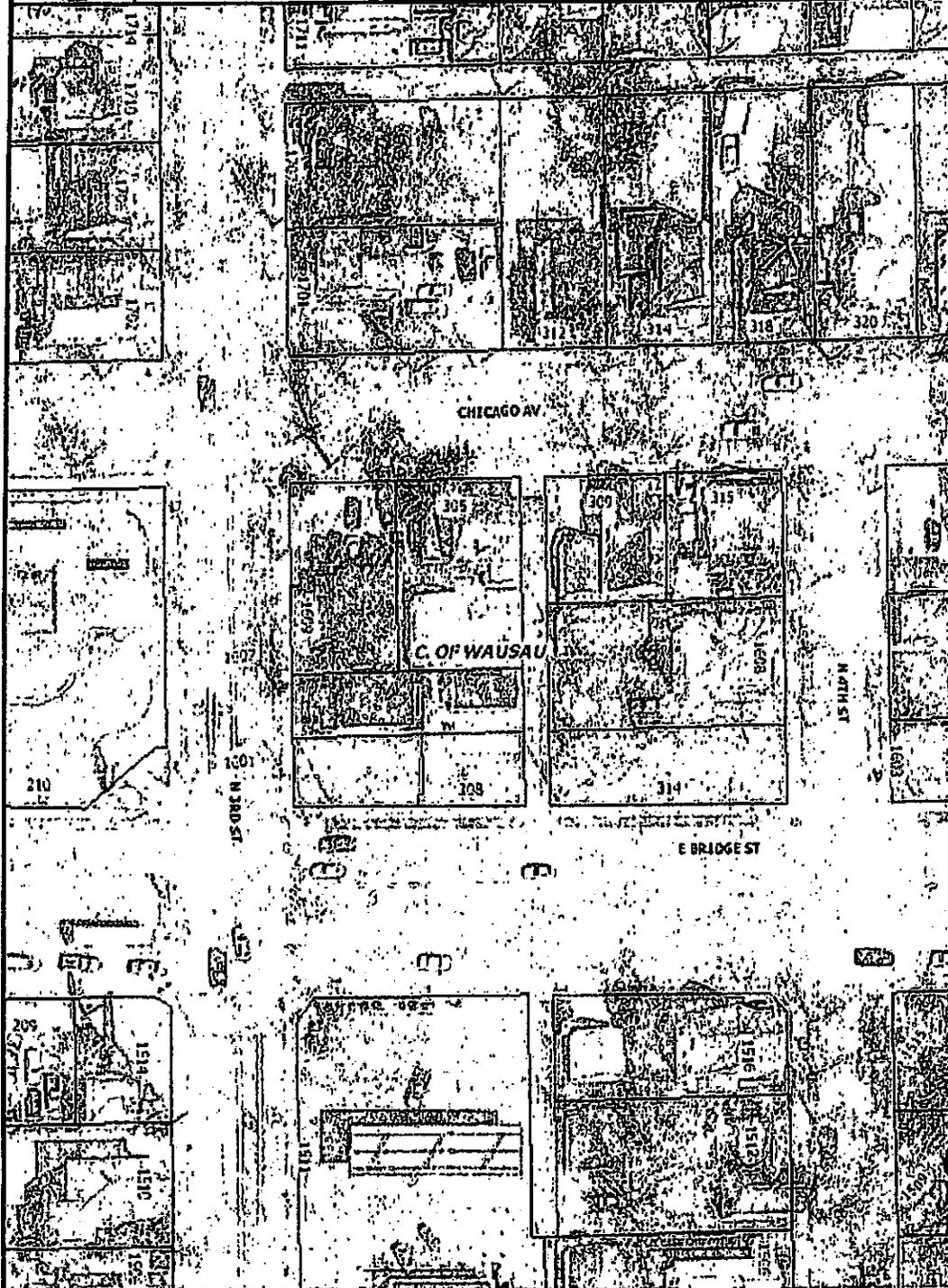
4. **APPLICABLE LAW: INTERPRETATION.** This Agreement shall be interpreted and applied in accordance with and governed by the laws of Wisconsin.
5. **BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon CITY and OWNERS and their respective successors and assigns.
6. **SEVERABILITY.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
7. **AMENDMENT, CHANGES, AND MODIFICATIONS.** This Agreement may be amended or any of its terms modified only by written document duly authorized, executed and delivered by CITY and OWNERS.
8. **FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS.** CITY and OWNERS agree that they will, from time to time, execute, acknowledge, deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the land hereby conveyed or intended so to be, and for carrying out the expressed intention of this Agreement.
9. **TERM.** This Agreement shall terminate and be of no further force and effect upon the final occupancy of the buildings, and established fair market value thereon and the creation of the required jobs.
10. **DEFAULT.**
- A. Should OWNERS fail to improve the property to a value of at least one million two hundred thousand dollars (\$1,200,000.00) within 18 months from date of this agreement, OWNERS shall pay CITY one thousand dollars per year for each year that OWNERS fail to achieve such value.
- B. **Remedies on Default.** In the event of any default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, or any successor in interest to such party, such party or successors shall cure or remedy such default or breach within 60 days of written notice of default describing the nature of the default. In case such action is not taken or is not diligently pursued, or the defaulted breach cannot be cured or remedied within the aforesaid time, the non-defaulting party may institute such proceedings as may be necessary or desirable in its opinion to cure the default or breach, or enforce the terms and conditions of this Agreement, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

If such a proceeding is commenced, the prevailing party in such proceeding shall be entitled to recover from the other party, its reasonable costs incurred in such proceeding, including attorney fees.

"EXHIBIT A"



Marathon County-City of Wausau IMS



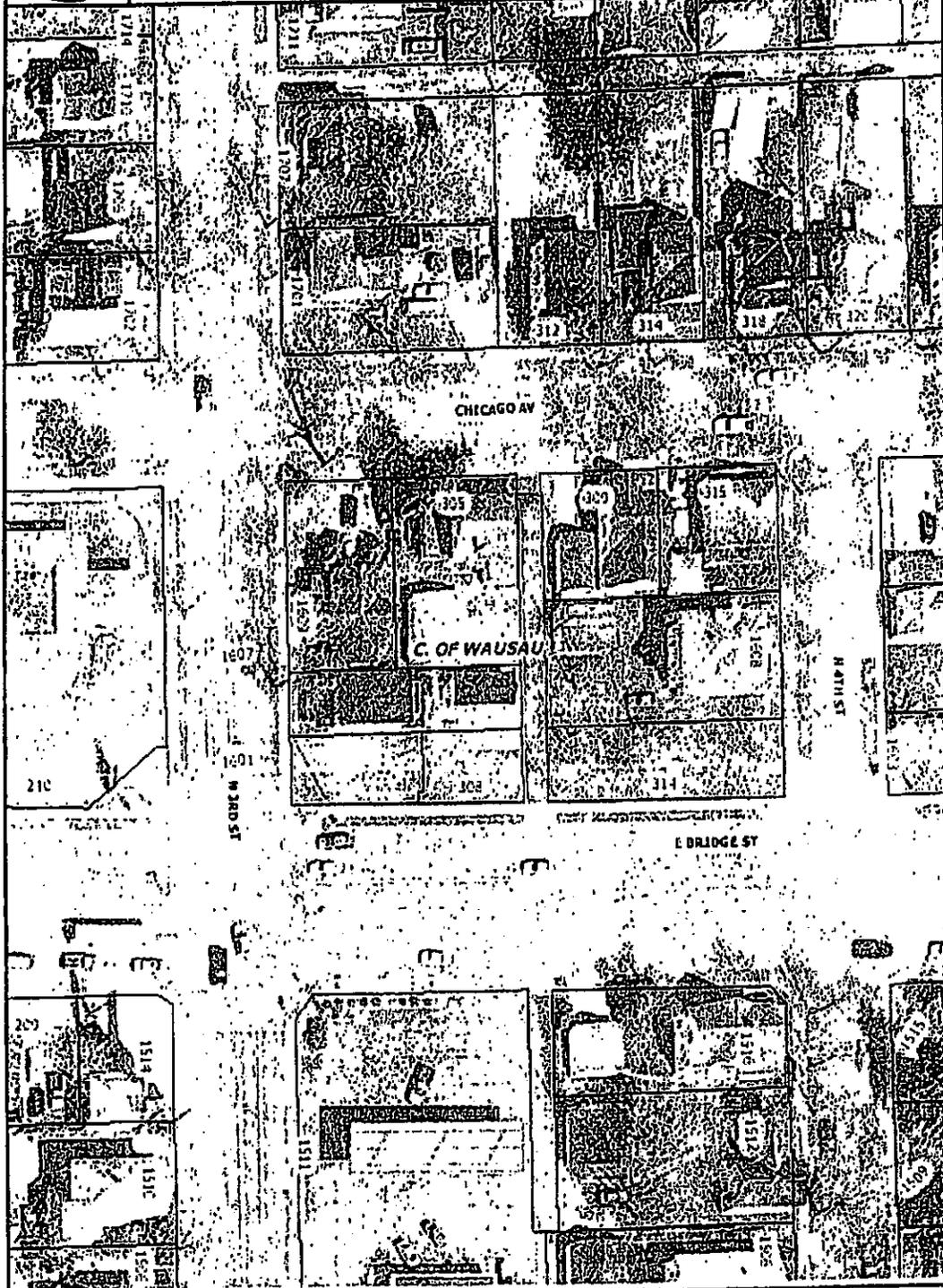
- Logo
- Municipal B
- Parcels
- Wausau Ho
- Hooks
- Lakes/Pond

Scale: 1" = 75 feet

1/8/2008 2:0



Marathon County-City of Wausau IMS

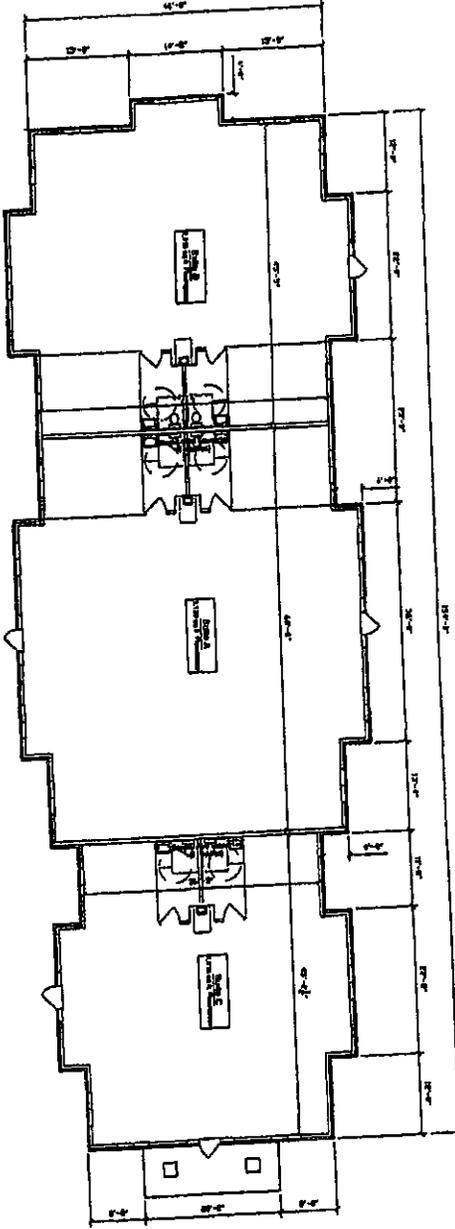


- Legend
- Municipal S
 - Parcels
 - Wausau Ho
 - Hooks
 - Lake's Park

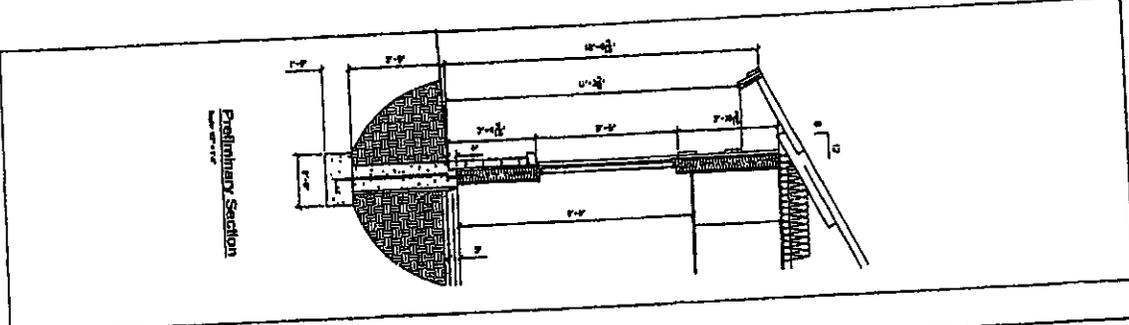
Scale: 1" = 75 feet

1/8/2008 2:00

CONSTRUCTION NOTES:
 1. All dimensions are in feet and inches.
 2. All work shall be in accordance with the latest editions of the Building Code of the City of Washington.
 3. All work shall be in accordance with the latest editions of the International Building Code.
 4. All work shall be in accordance with the latest editions of the International Mechanical Code.
 5. All work shall be in accordance with the latest editions of the International Fire Code.
 6. All work shall be in accordance with the latest editions of the International Electrical Code.
 7. All work shall be in accordance with the latest editions of the International Plumbing Code.
 8. All work shall be in accordance with the latest editions of the International Fuel Gas Code.
 9. All work shall be in accordance with the latest editions of the International Energy Conservation Code.
 10. All work shall be in accordance with the latest editions of the International Green Building Code.

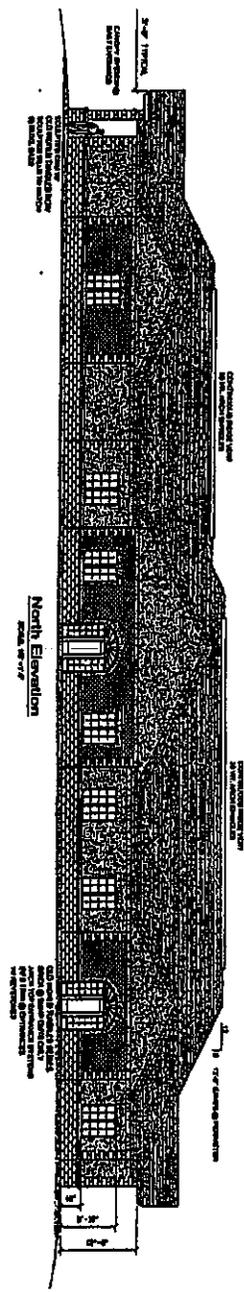
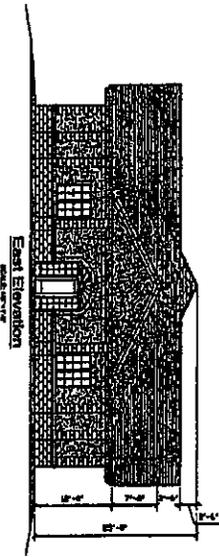
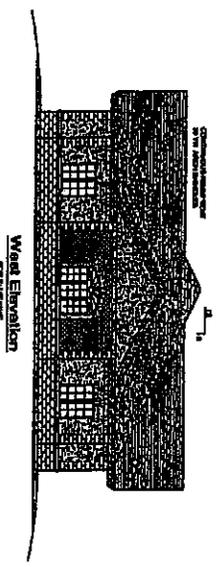
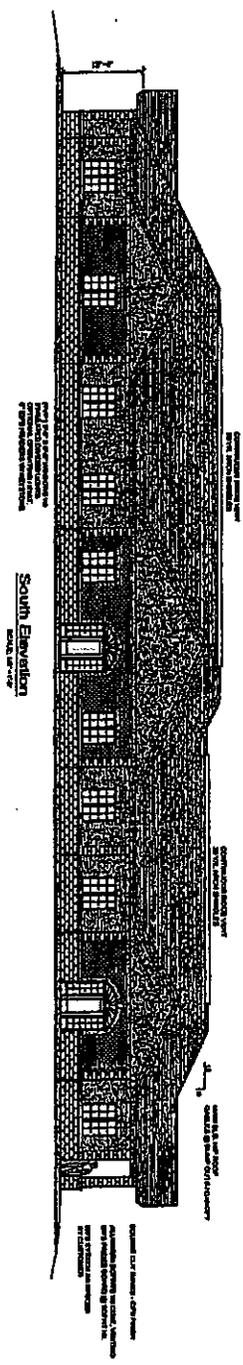


ARCHIBUTT CO.



PROJECT Proposed Urban Development SHEET NO. 1 OF 1	CONSOLIDATED BUILDING SERVICE, INC. ARCHITECTS 1000 15th St. N.W. Washington, D.C. 20004 TEL: 202-462-1100	DRAWN BY: [] CHECKED BY: [] DATE: [] SCALE: [] PROJECT NO.: [] SHEET NO.: [] OF []	REVISION [] [] []
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HEXHEBEL CO.



<p>PROJECT Proposed Urban Development</p>		<p>CONSOLIDATED BUILDING SERVICE, INC.</p> <p>1000 COMMONWEALTH AVENUE FARMINGTON, VT 05402-1444</p>		<p>PH 802-542-4274 FAX 802-542-4274 CITY OF FARMINGTON</p>								
<p>DATE: 11/11/11</p> <p>SCALE: 1/4" = 1'-0"</p> <p>DESIGNED BY: J. H. HARRIS</p> <p>DRAWN BY: J. H. HARRIS</p> <p>CHECKED BY: J. H. HARRIS</p> <p>APPROVED BY: J. H. HARRIS</p>	<p>REVISIONS</p> <table border="1"> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>											
<p>PROJECT NUMBER: 1111</p>												

Marathon County Land Record



Request: 29129072520578
PIN: 291-2907-252-0578
Parcel: 59-7535-020-001-02-00
Municipality: City of WAUSAU

Report Generated:
 8/26/2015 at 10:30:45 AM



For reference purposes only.

No warranties are expressed or implied for the data provided.

View Type: Internal

Account: User

An Assessor's Property Record Card for this PIN is [available](#)

Tract Index may have instruments for this PIN [available](#)

Record Navigation Bar:	◀ PIN ▶	◀ Address ▶	◀ Owner ▶
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(1) General Parcel Information:

PIN 291-2907-252-0578
Parcel Number 59-7535-020-001-02-00
Parcel Status Active
Sale Type Undefined
Sale Date N/A
Sale Amount \$0.00
Transfer Tax \$0.00
Deed Type Warranty Deed
Deed Reference 1520744QC 1507163WD
 1493605QC
Mailing Address BRIDGE STREET INVESTMENT
 GROUP LLC
 2616 NIGHTINGALE LN
 WAUSAU WI
 54401

(2) Parcel Owners Names:

Owner # 1 BRIDGE STREET INVESTMENT GROUP
 Owner # 2 LLC

(3) Parcel Addresses:

Address # 1 300 E BRIDGE ST WAUSAU WI 54403
 Address # 2 320 E BRIDGE ST WAUSAU WI 54403
 Address # 3 310 E BRIDGE ST WAUSAU WI 54403

(4) Parcel Descriptions:

Year	Acre	Description
2009	0.759	A WARREN JRS 2ND ADD PT OF BLK 20 DESD AS LOT (1) OF CSM VOL 68-87(15165) INCL E1/2 OF VAC ALLEY LYG W & ADJ TO LOT 4 BLK 20

(5) Parcel Assessment:

Year	Use	Acre	Land Value	Improvement Value	Total Value
2011	COMMERCIAL	0.75	\$261,200.00	\$754,000.00	
	Totals for 2011	0.75	\$261,200.00	\$754,000.00	\$1,015,200.00
2010	COMMERCIAL	0.75	\$261,200.00	\$696,700.00	
	Totals for 2010	0.75	\$261,200.00	\$696,700.00	\$957,900.00
2009	COMMERCIAL	0.75	\$261,200.00	\$536,000.00	

Totals for 2009 0.75 \$261,200.00 \$536,000.00 \$797,200.00

(6) Parcel Special Assessments:

Year	Description	Amount	Paid	Unpaid
2013	DELINQUENT UTILITY	\$989.65	\$989.65	\$0.00
	Totals for 2013	\$989.65	\$989.65	\$0.00
2011	DELINQUENT UTILITY	\$1,250.99	\$1,250.99	\$0.00
	Totals for 2011	\$1,250.99	\$1,250.99	\$0.00

(8) Recent Taxes:

[View](#) Payoff Statement (for current month of all unpaid taxes, interest, and penalty)

Year	Description	Due	Paid	Unpaid	Description	Value
2014					Fair Mkt. Value	980,100.00
	General Net	24,641.92			Wood Fair Mkt. Value	0.00
	View Lottery Credit	0.00				
	Tax Bill PDF General Tax	24,641.92	24,641.92	0.00	Land	261,200.00
	Special	0.00	0.00	0.00	Use Assessment	0.00
	Wood	0.00	0.00	0.00	Improvement	754,000.00
	Other	0.00	0.00	0.00	Wood	0.00
	Totals:	\$24,641.92	\$24,641.92	\$0.00	Total Assessed Value	\$1,015,200.00
2013					Fair Mkt. Value	935,400.00
	General Net	24,398.73			Wood Fair Mkt. Value	0.00
	View Lottery Credit	0.00				
	Tax Bill PDF General Tax	24,398.73	24,398.73	0.00	Land	261,200.00
	Special	989.65	989.65	0.00	Use Assessment	0.00
	Wood	0.00	0.00	0.00	Improvement	754,000.00
	Other	0.00	0.00	0.00	Wood	0.00
	Totals:	\$25,388.38	\$25,388.38	\$0.00	Total Assessed Value	\$1,015,200.00
2012					Fair Mkt. Value	954,600.00
	General Net	24,496.12			Wood Fair Mkt. Value	0.00
	View Lottery Credit	0.00				
	Tax Bill PDF General Tax	24,496.12	24,496.12	0.00	Land	261,200.00
	Special	0.00	0.00	0.00	Use Assessment	0.00
	Wood	0.00	0.00	0.00	Improvement	754,000.00
	Other	0.00	0.00	0.00	Wood	0.00
	Totals:	\$24,496.12	\$24,496.12	\$0.00	Total Assessed Value	\$1,015,200.00
2011					Fair Mkt. Value	984,900.00
	General Net	25,229.08			Wood Fair Mkt. Value	0.00
	View Lottery Credit	0.00				
	Tax Bill PDF General Tax	25,229.08	25,229.08	0.00	Land	261,200.00
	Special	1,250.99	1,250.99	0.00	Use Assessment	0.00
	Wood	0.00	0.00	0.00	Improvement	754,000.00
	Other	0.00	0.00	0.00	Wood	0.00
	Totals:	\$26,480.07	\$26,480.07	\$0.00	Total Assessed Value	\$1,015,200.00
2010					Fair Mkt. Value	940,600.00
	General Net	23,925.33			Wood Fair Mkt. Value	0.00
	View Lottery Credit	0.00				
	Tax Bill PDF General Tax	23,925.33	23,925.33	0.00	Land	261,200.00
	Special	0.00	0.00	0.00	Use Assessment	0.00
	Wood	0.00	0.00	0.00	Improvement	696,700.00
	Other	0.00	0.00	0.00	Wood	0.00

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

Levying Special Assessments for 2015 Street Reconstruction Projects – 730 East Crocker Street

Committee Action: Approved 5-0

Fiscal Impact: Estimated special assessments \$7,682 plus costs for drive approach replacement

File Number: 15-0105

Date Introduced: September 22, 2015

WHEREAS, on January 13, 2015, a preliminary resolution was adopted for the proposed public street construction project which included the removal and replacement of bituminous concrete and/or Portland cement concrete pavement, curb and gutter, drive approaches, installation and/or replacement of sidewalk and sanitary sewer, water and storm sewer laterals where necessary, on the following during 2015:

730 East Crocker Street

WHEREAS, the Engineer's report was filed in the office of the City Clerk; a public hearing was held February 3, 2015 for the project; and the Board of Public Works reported upon the hearing to the Capital Improvements and Street Maintenance Committee regarding the comments of those who appeared at said hearing and

WHEREAS, the Capital Improvements and Street Maintenance Committee did recommend to the Common Council that the project be constructed during 2015, and the Common Council accepted the Committee's report at its meeting of February 24, 2015 and ordered that the project be advertised for bid; and

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

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

WHEREAS, the Common Council, at their September 8, 2015 meeting, pulled this address from the original resolution for further clarification of the assessment;

NOW THEREFORE, BE IT RESOLVED,

1. That payment for said public improvements shall be made through an assessment against the real estate property described above.
2. That the assessments be and are hereby levied in the amount set forth above.
3. That such levy is made by the exercise of the City's police powers.
4. That the assessments are hereby determined to be fair and equitable, allocated amongst the property on a reasonable basis, and are in the public interest.

5. That any interested property owner may contest all or any part of such assessment in the manner provided in Section 3.24.020 of the Wausau Municipal Code.
6. That the special assessments shall be paid as follows:

Assessments under \$300: If payment is not made prior to November 1, 2015, the special assessment will be placed on the 2015 real estate tax bill and be due in full on or before January 31, 2016. There is no interest charged when paid in full. Assessments totaling less than \$300 must be paid in full and do not qualify for a payment schedule.

Assessments totaling \$300 but less than \$20,000: If full payment is not made prior to November 1, 2015, assessments totaling \$300 but less than \$20,000 will automatically be placed on the five-year payment schedule on the 2015 real estate tax bill. Property owners may then pay their special assessment under either of two options:

- A. Payment in full without interest with the 2015 real estate taxes **OR**
- B. Payment of the first one-fifth of the assessment with the 2015 real estate taxes without interest. The remaining balance is paid in equal installments on the next four real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% (the 2014 rate was 2.338%) beginning February 1, 2016, on the unpaid balance. The remaining balance may be paid at any time with interest calculated through the month of payment.

Assessments over \$20,000: If payment is not made prior to November 1, 2015, assessments totaling \$20,000 or more will automatically be placed on the ten-year payment schedule on the 2015 real estate tax bill. Property owners may then pay their special assessment under either of two options:

- A. Payment in full without interest with the 2015 real estate taxes **OR**
- B. Payment of the first one-tenth of the assessment with the 2015 real estate taxes without interest. The remaining balance is paid in equal installments on the next nine real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% (the 2014 rate was 2.338%) beginning February 1, 2016, on the unpaid balance. The remaining balance may be paid at any time with interest calculated through the month of payment.

Real estate taxes may be paid in full or in three installments (January 31, April 30, July 31). Regardless of how real estate taxes are paid, special assessments must be paid on or before January 31, 2016. No payments can be applied to real estate taxes if special assessments are not paid. Section 74.12(11)(a), Wisconsin Statutes, specifically states that if a treasurer receives a payment from a taxpayer which is not sufficient to pay all general property taxes, special assessments and special taxes due, the treasurer shall apply the payment to the amounts due, including interest and penalties, in the following order: (1) personal property taxes; (2) delinquent utility charges; (3) special charges; (4) special assessments; (5) special taxes; (6) general property taxes.

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

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

Approved:

James E. Tipple, Mayor

2015 STREET RECONSTRUCTION PROJECT

This list will be updated as soon as drive approaches are installed and measured. All assessments are to be levied in 2015

Address	Name	Key No.	Assessable Footage	Street Assmt	Dr Appr Footage	Assmt @ ____/sf	Sidewalk Footage	Assmt @ \$____/lf	Sewer Lateral	Total
CROCKER STREET - NORTH 7TH STREET TO NORTH 13TH STREET				@ \$22.80						
730 East Crocker Street	Lattimer	2907-241-0990	315.00	7182.00					500.00	7,682.00

2015StRec730Crocker

Anne Jacobson

From: Keene Winters <kwinters@tds.net>
Sent: Friday, September 04, 2015 12:58 PM
To: Anne Jacobson
Subject: Request for a Legal Opinion
Attachments: 09-04-2015 12;56;54PM.pdf



KEENE T. WINTERS
District 6 Alderperson
Phone: 715-675-0060
Fax: 715-298-0558

Home Address:
3824 Riverview Drive
Wausau, WI 54403
keene.winters@ci.wausau.wi.us

DATE: September 4, 2015
TO: Ann Jacobson, City Attorney
FROM: Keene Winters, Alderman
SUBJECT: Special Assessment for 730 East Crocker Street

I am asking you to review the special assessment being proposed for 730 East Crocker Street. The reconstruction of East Crocker Street started in June and is scheduled to be completed in Mid October.

Attached is a letter from Barbara Lattimer. I would like written explanation of our policy in applying special assessments to corner lots. Then, I would like you to review how that policy is being applied in Ms. Latimer's case to insure that is is fair and equitable as the policy intends.

I understand there are circumstances that make Ms. Lattimer's case unique. The "long side" of her property has been deemed to be on 10th street. However, 10th street only exists as a right-of-way and is not actually in use as a street.

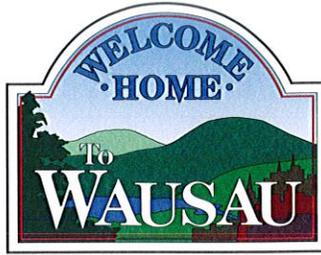
I also understand that it may be to Ms. Lattimer's long-term advantage to be taxed for her Crocker Street frontage and therefore be exempt form further taxation in the event of work being done on 10th Street.

Any further insight you can offer into this matter would be appreciated.

cc: Barbara Lattimer

To Keene Winters: Yes, we
all have things that are very
important to us. What was
important to me - several
months ago - when I spoke
to you on the telephone -
was that I was being taken
advantage of by the people
at City Hall planning the
reconstruction of Crocker Street.
As I told you - they were
assessing me on my "short side"
(Crocker) calling 10th St. the
"long side." 10th is not a through
street - a dead end, woods, another
dead end. No one will listen to me.

Barbara Lattin



Office of the City Attorney

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

LEGAL OPINION #15-3

TO: Keene Winters, Alderman
FROM: Anne L. Jacobson, City Attorney ALJ
DATE: September 21, 2015 lp
RE: Special Assessment for 730 East Crocker Street

You have asked for (1) a review of the special assessment being proposed for 730 E. Crocker Street for street reconstruction, to include an explanation of the city's policy in applying special assessments to corner lots; (2) a review of the application of the policy to ensure it is fair and equitable; (3) a review of the uniqueness of the parcel; and (4) a review of the assessment formula likely to be applied in the event that 10th Street improvements are made.

Facts:

As part of the 2015 Street Reconstruction Project, Crocker Street from North 7th Street to North 13th Street, is undergoing reconstruction during 2015 to include curb and gutter improvements. Each parcel is assessed at \$22.80 per lineal foot. The Lattimer parcel (2907-241-0990), located at 730 E. Crocker Street has 315 feet of assessable footage for a street assessment of \$7,182.00.

Only the Crocker Street side of this corner lot, bounded by Crocker Street and 10th Street, is being improved during this street reconstruction project. The improvements include new curb and gutter, installation of storm sewer, and replacement of the sanitary sewer and watermain along with the respective services. The lot itself has 752.9 feet of right-of-way on the 10th Street side and 315 feet of right-of-way on the Crocker Street side, making the Crocker Street side the short side of the lot. Crocker Street has an existing roadway; 10th

Street has dedicated right-of-way through to Horseshoe Spring Road, but the roadway does not extend the entire length of the 10th Street side of the subject property.

The city engineer determined the assessable footage to be the entire 315 feet of the “short” side of the lot, the Crocker Street side, according to Section 3.24.040(f)(1). He reasoned that because both sides of the lot have right-of-way (10th Street and Crocker Street), it is a corner lot with Crocker Street being the short side of the lot and the first side improved under this ordinance.

The Common Council, on September 8, 2015, passed a resolution, levying special assessments for 2015 Street Reconstruction Projects, excluding this particular address. Consideration of this address will be taken up at the September 22, 2015 meeting of the Common Council.

Procedural History:

December 11, 2014, the Capital Improvements and Street Maintenance Committee (CISM) recommended approval of preliminary resolutions for 2015 Street Reconstruction Projects.

On January 13, 2015, the Common Council adopted a preliminary resolution of CISM levying assessments for the 2015 Street Reconstruction Projects.

On February 3, 2015, the Board of Public Works held a public hearing on the 2015 Street Reconstruction Project, to include Crocker Street from North 7th Street to North 13th Street.

On February 12, 2015, CISM discussed the public hearing results and made a recommendation to approve the 2015 Street Reconstruction Project. The minutes reflect there were no comments on the rates or assessable footages.

On February 24, 2015, the Common Council passed a resolution of CISM approving 2015 Street Reconstruction Projects and Authorization to Let Bids. The Board of Public Works received bids and awarded the project to the low bidder.

On August 20, 2015, CISM recommended approving final resolutions to levy assessments for 2015 Street Reconstruction Projects.

Analysis:

Special assessments are determined initially by the city engineer in strict accordance with Chapter 3.24, Special Assessments, of the Wausau Municipal Code. Specifically, Section 3.24.020 Special assessment procedures, adopts and incorporates by reference, the procedures for levying special assessments as contained in Section 66.0703 of the Wisconsin Statutes, with several modifications, not implicated here.

Section 3.24.030 Assessment Formula-General, states:

“(a) The assessment shall be made on the adjusted front footage formula. In such formula, odd-shaped *lots* and cul-de-sac *lots* are adjusted to an average frontage equivalent to the frontage of a rectangularly shaped *lot* of the same depth. This method is declared and found to be a more equitable assessment method than the simple front footage method.” This subsection goes on to illustrate and explain how the method is applied in practice to various sided lots. It illustrates “Lot A Corner lot-Assessable footage shall be based on the frontage of the short side. See Section 3.24.040.”

“(b) In the adjusted front footage formula in subsection (a) the *lot* depth figure of 120 feet has been used in the calculations. The figure of 120 feet is the average depth of *lots* in the city. However, in applying this formula to a specific block, the actual denominator used in the formula shall be the apparent, general *lot* depth of the block in which the lot is situated or 120 feet, whichever is less. Such apparent *lot* depth shall be determined by the capital improvements and street maintenance committee and included in the schedule of the proposed assessments required by Section 66.0703 of the Wisconsin Statutes, subject to the usual control of the common council, set forth in the cited section of the statutes.”

Turning to Section 3.24.040 Applying the adjusted front footage formula, it states that 120 feet will be used throughout this section as the denominator for purposes of explaining the application of the formula. Subsection (f) states as follows:

Corner Lots. Corner lot assessments *shall* be based on the adjusted frontage of the short side. If the short side is the first side improved, the assessable footage *shall* equal the adjusted frontage of the short side.

The ordinance requires that the adjusted front footage formula be **employed** in determining assessments, but as illustrated in Section 3.24.030(a), when **applied** to different groups of property owners in comparable positions, uniformity and reasonableness are achieved, as the cases outlined below require, and as the ordinance states as its purpose:

“3.24.010 Purpose. The purpose of this chapter is to provide payment for the . . . reconstruction. . . of streets. . . in the city by the levy of special assessments therefor upon various classes of real estate, in a fair and equitable manner, through the application of a variety of formulas. . .”

In *CTI Group v. Village of Germantown*, 163 Wis. 2d 426, 433, 471 N.W.2d 610 (Ct. App. 1991), the Court stated that reasonableness is the appropriate standard upon which to review the Village’s assessment. Reasonableness requires that the assessment be made to fairly apportion the cost and may not arbitrarily or capriciously burden any group of property owners. *Gelhaus & Brost, Inc. v. Medford*, 144 Wis. 2d 48, 52, 423 N.W.2d 180 (Ct. App. 1988). It does not require that the assessment be limited to the benefits received or be made by any specific method. *Id.* The reasonableness of an assessment is a question of law. *Id.* at 51, 423 N.W.2d at 182.”

A police power special assessment must benefit the property and be made on a reasonable basis. The degree, effect, and consequences of the benefit must be examined to measure reasonableness. Mere uniformity of treatment does not establish reasonableness; rather uniqueness of a property may be the cause for the assessment being unreasonable. *Lac La Belle Golf Club v. Lac La Belle*, 187 Wis. 2d 274, 286, 522 N.W.2d 277 (Ct. App. 1994). The court noted, "A municipality has the power to make special assessments based upon the exercise of its police power. Section 66.60(1)(b), STATS.; *Peterson*, 154 Wis. 2d at 370, 453 N.W.2d at 180. However, this power is not unfettered. Two additional legislatively mandated requirements apply: the property must be benefitted and the assessment must be made upon the reasonable basis. Section 66.60(1)(b); *Peterson*, 154 Wis. 2d at 371, 453 N.W.2d at 180." The assessment for a property as unique as a golf course was not reasonable because the method used produced an assessment not in proportion to the benefits accruing to the property.

Uniformity requires the assessment to be fairly and equitably apportioned among property owners in comparable positions. The municipality must use a method of assessment that produces a uniform and equal value for all affected properties. It is unreasonable to use the same method to assess a group of property owners when it results in an entirely disproportionate result that could easily be remedied by using a different method or to assess one group of property owners by a different method from that used to assess others if the results are entirely disproportionate. There is no per se reasonable method. *Genrich v. City of Rice Lake*, 2003 WI App 21, 268 Wis. 2d 233, 673 N.W.2d 361; "... courts have interpreted reasonableness to incorporate a dual analysis; first, uniformity (the exercise of the police power must be reasonable in relation to all affected properties); and second, uniqueness (the results of that exercise on a specific property must be in proportion to the benefits conferred). See *Lac La Belle Golf Club*, 187 Wis. 2d at 285-86; see also *Peterson v. City of New Berlin*, 154 Wis. 2d 365, 373, 453 N.W.2d 177 (Ct. App. 1990). . . . However, because it is undisputed that the City levied the assessment using its police power, the assessment can exceed the monetary value of the benefits conferred. See WIS. STAT. §66.0703(1)(b)."

The formula described in Section 3.24.040(f)(1) Maximum Corner Lot Adjustment for Large Residential Lots, was applied in this instance. It states:

"Large residential lots shall have a maximum corner lot assessment adjustment based on a 100 foot by 150 foot adjustment parcel "split out" of the total lot. Assessments shall be levied on both sides of the large lot for frontage in excess of the 100 foot by 150 foot adjustment parcel, but only when improvements are made to each side.

When the short side is improved, the assessable footage shall be based on the sum of the frontage of the short side of the "split-out" adjustment parcel (100 feet) plus any additional total lot frontage in excess of that 100 feet. (e.g. assessable footage 100 feet + 30 feet = 130 feet)

When the long side is improved, the assessable footage shall be based on the total lot frontage *in excess* of the long side of the “split-out” adjustment parcel (150 feet). No assessment shall be levied against the long side of the “split-out” adjustment parcel. (e.g. assessable footage = 25 feet [in illustration])”

Therefore, applying this formula, 100 feet + 215 (additional total lot frontage in excess of that 100 feet) = 315 feet of assessable footage, because improvements are being made to the short side of the lot.

When improvements are made to the long side of the lot (10th Street), the assessable footage shall be based upon the formula described above. The assessment shall be levied against footage in excess of 150 feet. (improved length of roadway – the “split-out”)

In determining which is the “short” and “long” side, strict interpretation must be given to the unambiguous meaning of the ordinance, by looking at the plain language of the ordinance, and if ambiguous, reading its text and construing it according to its common usage.

References are repeatedly used throughout Sections 3.24.030 and 3.24.040 to “lot.” The general assessment formula described in Section 3.24.030 refers to the shape and depth of the *lot* in the block in which the *lot* is situated, as well as the frontage on the street being improved. Nowhere does it appear to say that the “long” or “short” side of a lot is determined by first measuring the length of the existing improved street (as opposed to dedicated right-of-way) adjacent to the width and depth of the lot and comparing the two measurements. Rather, the “long” and “short” side of a lot is determined by measuring the width and depth of a subject lot. Indeed, in the illustrations in Section 3.24.030, no lot but a corner lot would have two sides adjacent to existing roadway. Thus, while the “short side” of the subject lot (315 feet) is adjacent to 315 feet of existing roadway, the “long” side of the lot (752.9 feet), is adjacent to 752.9 feet of right-of-way and approximately 250 feet of currently existing roadway. Once the “long” and “short” side of the lot is established, the formula is then applied as the ordinance mandates (“shall”), and the assessable footage is not negotiable.

Another example of the application of this formula to a corner lot is the lot situated at 1610 Ginger Lane. The road was constructed in 2011. The parcel had assessable footage of 120 feet along Ginger Lane, the short side of the lot, even though Milwaukee Avenue was not improved with a roadway.

Summary:

In my review of the relevant statutory and municipal code provisions and applicable case law, it is my opinion that:

- (1) The special assessment being proposed for the parcel located at 730 E. Crocker Street was calculated in accordance with the ordinance describing the general assessment formula (Section 3.24.030) and the ordinance describing the

application of the adjusted front footage formula to corner lots (Section 3.24.040(f)).

- (2) The application of the formula is mandatory in nature and is fair and equitable as applied in this case, insofar as it applied to corner lots (uniformity among similarly situated property owners); has been similarly applied in practice in the past; would result in the same total assessment to the property owner whether the “long” or “short” side were first improved or both sides were improved at the same time. Additionally, according to case law, because the assessment is proposed to be levied pursuant to the city’s police power, the assessment can exceed the monetary value of the benefits conferred.
- (3) This parcel is not “unique” in a way that causes the assessment to be unreasonable. This parcel is factually distinct from the golf course which was the subject of the *Lac La Belle Golf Club* case. The fact that the “long” side of the lot (752.9 feet on 10th Street) as described above does not abut a “through” street, but does abut a portion of existing improved roadway used as a street, does not cause the application of the adjusted front footage formula to this corner lot to be unreasonable.
- (4) The property owner of the subject parcel is not advantaged or disadvantaged by having the side of the parcel abutting Crocker Street improved first. Should improvements be made to the side abutting 10th Street, only the first 150 feet would be exempt from being included in the assessable footage, according to the formula contained in Section 3.24.040(f), Wausau Municipal Code. The basis upon which the assessment is made does not vary depending upon whether the “long” or “short” side is improved first, or both sides are improved at the same time, but by the improved length of roadway.

ALJ:lp

Enclosures: GIS maps for 730 E. Crocker Street, 1610 Ginger Lane
Wisconsin Statue 66.0703

cc Mayor Tipple
Common Council Members

ALJ:(p)

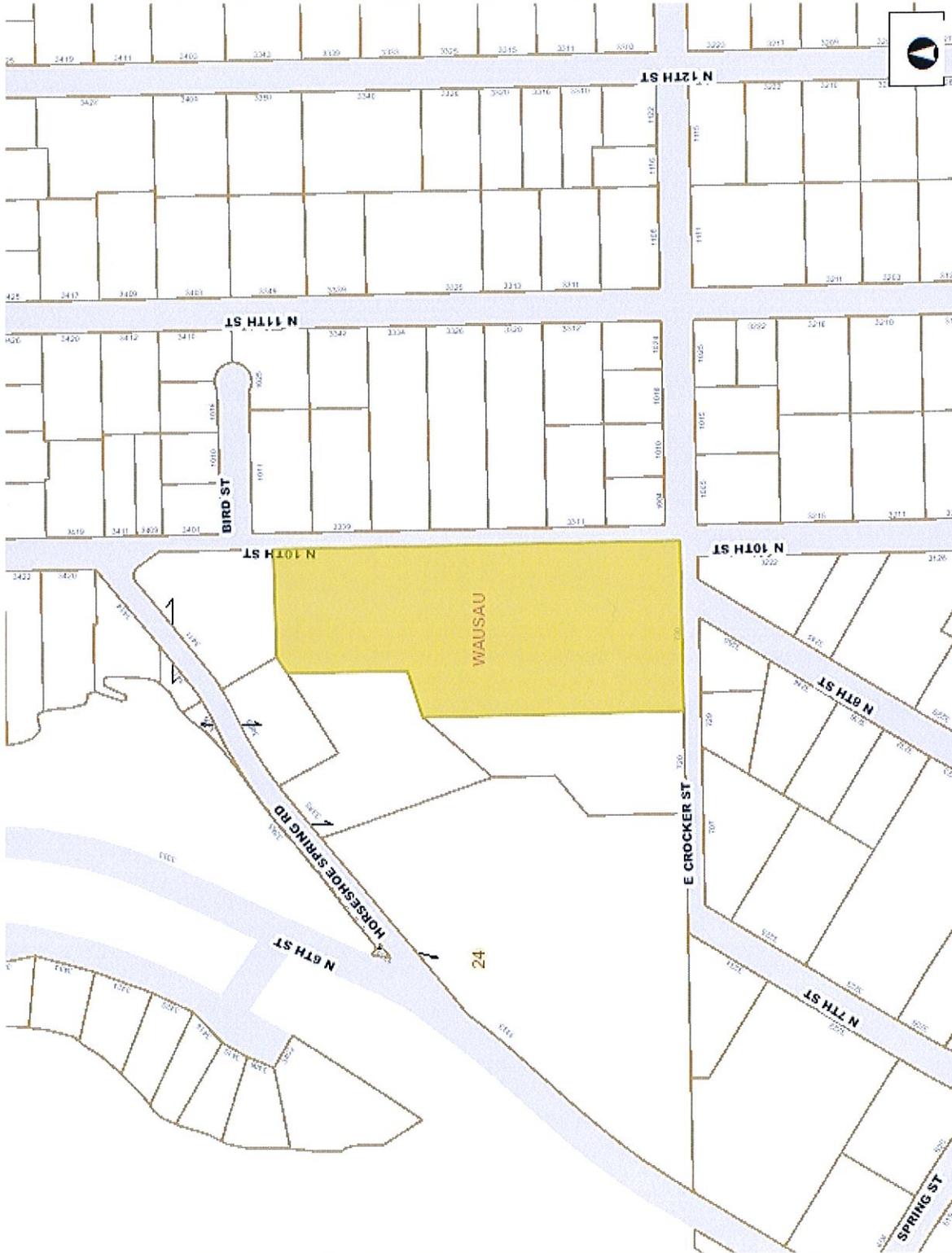


Land Information Mapping System

- HALSEY
- BERN
- MAINE
- TEXASHEWITT
- HOLTON
- STELLEN
- EASTON
- HULL
- WIENCAS
- BENNING
- BRIGHTON
- MINNETONKA
- REID
- DAVIS
- NETT
- BEVENT
- BERGEN
- TRANZEN
- SPENCER

Legend

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



Notes

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138.41 0 138.41 Feet



User_Defined_Lambert_Conformal_Conic

66.0703 Special assessments, generally.

66.0703(1)(1)

66.0703(1)(a)(a) Except as provided in s. 66.0721, as a complete alternative to all other methods provided by law, any city, town or village may, by resolution of its governing body, levy and collect special assessments upon property in a limited and determinable area for special benefits conferred upon the property by any municipal work or improvement; and may provide for the payment of all or any part of the cost of the work or improvement out of the proceeds of the special assessments.

66.0703(1)(b)(b) The amount assessed against any property for any work or improvement which does not represent an exercise of the police power may not exceed the value of the benefits accruing to the property. If an assessment represents an exercise of the police power, the assessment shall be upon a reasonable basis as determined by the governing body of the city, town or village.

66.0703(1)(c)(c) If any property that is benefited is by law exempt from assessment, the assessment shall be computed and shall be paid by the city, town or village.

66.0703(2)(2) The cost of any work or improvement to be paid in whole or in part by special assessment on property may include the direct and indirect cost, the resulting damages, the interest on bonds or notes issued in anticipation of the collection of the assessments, a reasonable charge for the services of the administrative staff of the city, town or village and the cost of any architectural, engineering and legal services, and any other item of direct or indirect cost that may reasonably be attributed to the proposed work or improvement. The amount to be assessed against all property for the proposed work or improvement shall be apportioned among the individual parcels in the manner designated by the governing body.

66.0703(3)(3) A parcel of land against which a special assessment has been levied for the sanitary sewer or water main laid in one of the streets that the parcel abuts is entitled to a deduction or exemption that the governing body determines to be reasonable and just under the circumstances of each case, when a special assessment is levied for the sanitary sewer or water main laid in the other street that the corner lot abuts. The governing body may allow a similar deduction or exemption from special assessments levied for any other public improvement.

66.0703(4)(4) Before the exercise of any powers conferred by this section, the governing body shall declare by preliminary resolution its intention to exercise the powers for a stated municipal purpose. The resolution shall describe generally the contemplated purpose, the limits of the proposed assessment district, the number of installments in which the special assessments may be paid, or that the number of installments will be determined at the hearing required under sub. (7), and direct the proper municipal officer or employee to make a report on the proposal. The resolution may limit the proportion of the cost to be assessed.

66.0703(5)(5) The report required by sub. (4) shall consist of:

66.0703(5)(a)(a) Preliminary or final plans and specifications.

66.0703(5)(b)(b) An estimate of the entire cost of the proposed work or improvement.

66.0703(5)(c)(c) Except as provided in par. (d), an estimate, as to each parcel of property affected, of:

66.0703(5)(c)1.1. The assessment of benefits to be levied.

66.0703(5)(c)2.2. The damages to be awarded for property taken or damaged.

66.0703(5)(c)3.3. The net amount of the benefits over damages or the net amount of the damages over benefits.

66.0703(5)(d)(d) A statement that the property against which the assessments are proposed is benefited, if the work or improvement constitutes an exercise of the police power. If this paragraph applies, the estimates required under par. (c) shall be replaced by a schedule of the proposed assessments.

66.0703(6)(6) A copy of the report when completed shall be filed with the municipal clerk for public inspection. If property of the state may be subject to assessment under s. 66.0705, the municipal clerk shall file a copy of the report with the state agency which manages the property. If the assessment to the property of the state for a project, as defined under s. 66.0705 (2), is \$50,000 or more, the state agency shall submit a request for approval of the assessment, with its recommendation, to the building commission. The building commission shall review the assessment and shall determine within 90 days of the date on which the commission receives the report if the assessment is just and legal and if the proposed improvement is compatible with state plans for the facility which is the subject of the proposed improvement. If the building commission so determines, it shall approve the assessment. No project in which the property of the state is assessed at \$50,000 or more may be commenced and no contract on the project may be let without approval of the assessment by the building commission under this subsection. The building commission shall submit a copy of its determination under this subsection to the state agency that manages the property which is the subject of the determination.

66.0703(7)(7)

66.0703(7)(a)(a) Upon the completion and filing of the report required by sub. (4), the city, town or village clerk shall prepare a notice stating the nature of the proposed work or improvement, the general boundary lines of the proposed assessment district including, in the discretion of the governing body, a small map, the place and time at which the report may be inspected, and the place and time at which all interested persons, or their agents or attorneys, may appear before the governing body, a committee of the governing body or the board of public works and be heard concerning the matters contained in the preliminary resolution and the report. The notice shall be published as a class 1 notice, under ch. 985, in the city, town or village and a copy of the notice shall be mailed, at least 10 days before the hearing or proceeding, to every interested person whose post-office address is known, or can be ascertained with reasonable diligence. The hearing shall commence not less than 10 nor more than 40 days after publication.

66.0703(7)(b)(b) The notice and hearing requirements under par. (a) do not apply if they are waived, in writing, by all the owners of property affected by the special assessment.

66.0703(8)(8)

66.0703(8)(a)(a) After the hearing upon any proposed work or improvement, the governing body may approve, disapprove or modify, or it may rerefer the report prepared under subs. (4) and (5) to the designated officer or employee with directions to change the plans and specifications and to accomplish a fair and equitable assessment.

66.0703(8)(b)(b) If an assessment of benefits is made against any property and an award of compensation or damages is made in favor of the same property, the governing body shall assess against or award in favor of the property only the difference between the assessment of benefits and the award of damages or compensation.

66.0703(8)(c)(c) When the governing body finally determines to proceed with the work or improvement, it shall approve the plans and specifications and adopt a resolution directing that the work or improvement be carried out and paid for in accordance with the report as finally approved.

66.0703(8)(d)(d) The city, town or village clerk shall publish the final resolution as a class 1 notice, under ch. 985, in the assessment district and a copy of the resolution shall be mailed to every interested person whose post-office address is known, or can be ascertained with reasonable diligence.

66.0703(8)(e)(e) When the final resolution is published, all work or improvements described in the resolution and all awards, compensations and assessments arising from the resolution are then authorized and made, subject to the right of appeal under sub. (12).

66.0703(9)(9) If more than a single type of project is undertaken as part of a general improvement affecting any property, the governing body may finally combine the assessments for all purposes as a single assessment on each property affected, if each property owner may object to the assessment for any single purpose or for more than one purpose.

66.0703(10)(10) If the actual cost of any project, upon completion or after the receipt of bids, is found to vary materially from the estimates, if any assessment is void or invalid, or if the governing body decides to reconsider and reopen any assessment, it may, after giving notice as provided in sub. (7) (a) and after a public hearing, amend, cancel or confirm the prior assessment. A notice of the resolution amending, canceling or confirming the prior assessment shall be given by the clerk as provided in sub. (8) (d). If the assessments are amended to provide for the refunding of special assessment B bonds under s. 66.0713 (6), all direct and indirect costs reasonably attributable to the refunding of the bonds may be included in the cost of the public improvements being financed.

66.0703(11)(11) If the cost of the project is less than the special assessments levied, the governing body, without notice or hearing, shall reduce each special assessment proportionately and if any assessments or installments have been paid the excess over cost shall be applied to reduce succeeding

unpaid installments, if the property owner has elected to pay in installments, or refunded to the property owner.

66.0703(12)(12)

66.0703(12)(a)(a) A person having an interest in a parcel of land affected by a determination of the governing body, under sub. (8) (c), (10) or (11), may, within 90 days after the date of the notice or of the publication of the final resolution under sub. (8) (d), appeal the determination to the circuit court of the county in which the property is located. The person appealing shall serve a written notice of appeal upon the clerk of the city, town or village and execute a bond to the city, town or village in the sum of \$150 with 2 sureties or a bonding company to be approved by the city, town or village clerk, conditioned for the faithful prosecution of the appeal and the payment of all costs that may be adjudged against that person. The clerk, if an appeal is taken, shall prepare a brief statement of the proceedings in the matter before the governing body, with its decision on the matter, and shall transmit the statement with the original or certified copies of all the papers in the matter to the clerk of the circuit court.

66.0703(12)(b)(b) The appeal shall be tried and determined in the same manner as cases originally commenced in circuit court, and costs awarded as provided in s. 893.80.

66.0703(12)(c)(c) If a contract has been made for making the improvement the appeal does not affect the contract, and certificates or bonds may be issued in anticipation of the collection of the entire assessment for the improvement, including the assessment on any property represented in the appeal as if the appeal had not been taken.

66.0703(12)(d)(d) Upon appeal under this subsection, the court may, based on the improvement as actually constructed, render a judgment affirming, annulling or modifying and affirming, as modified, the action or decision of the governing body. If the court finds that any assessment or any award of damages is excessive or insufficient, the assessment or award need not be annulled, but the court may reduce or increase the assessment or award of damages and affirm the assessment or award as so modified.

66.0703(12)(e)(e) An appeal under this subsection is the sole remedy of any person aggrieved by a determination of the governing body, whether or not the improvement was made according to the plans and specifications, and shall raise any question of law or fact, stated in the notice of appeal, involving the making of the improvement, the assessment of benefits or the award of damages or the levy of any special assessment. The limitation in par. (a) does not apply to appeals based on fraud or on latent defects in the construction of the improvement discovered after the period of limitation.

66.0703(12)(f)(f) It is a condition to the maintenance of an appeal that any assessment appealed from shall be paid when the assessment or any installments become due. If there is a default in making a payment, the appeal shall be dismissed.

66.0703(13)(13) Every special assessment levied under this section is a lien on the property against which it is levied on behalf of the municipality levying the assessment or the owner of any certificate,

bond or other document issued by public authority, evidencing ownership of or any interest in the special assessment, from the date of the determination of the assessment by the governing body. The governing body shall provide for the collection of the assessments and may establish penalties for payment after the due date. The governing body shall provide that all assessments or installments that are not paid by the date specified shall be extended upon the tax roll as a delinquent special assessment, as defined under s. 74.01 (3), against the property and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes apply to the special assessment, except as otherwise provided by statute.

66.0703(14)(14) If a special assessment levied under this section is held invalid because this section is found to be unconstitutional, the governing body may reassess the special assessment under any applicable law.

66.0703 HistoryHistory: 1971 c. 313; 1973 c. 19; 1977 c. 29; 1977 c. 285 s. 12; 1977 c. 418; 1979 c. 323 s. 33; 1983 a. 207; 1987 a. 27, 403; 1989 a. 322; 1991 a. 39, 316; 1995 a. 378, 419; 1997 a. 213; 1999 a. 150 ss. 525 to 535; Stats. 1999 s. 66.0703; 2015 a. 55.

66.0703 AnnotationUnder sub. (15) [now sub. (13)] the assessment lien is effective from the date of the determination of the assessment, not from the date of the publication of the resolution. *Dittner v. Town of Spencer*, 55 Wis. 2d 707, 201 N.W.2d 450 (1972).

66.0703 AnnotationA presumption arises that an assessment was made on the basis of benefits actually accrued. In levying a special assessment for benefits to residential property from a public improvement, the benefit to the property as commercial property may be considered only if the assessing authority can prove there is a reasonable probability of rezoning the property in the near future. *Molbreak v. Village of Shorewood Hills*, 66 Wis. 2d 687, 225 N.W.2d 894 (1975).

66.0703 AnnotationThe plaintiff's failure to comply strictly with the express terms of sub. (12) (a) and (f) deprived the court of subject matter jurisdiction. *Bialk v. City of Oak Creek*, 98 Wis. 2d 469, 297 N.W.2d 43 (Ct. App. 1980).

66.0703 Annotation"Special benefits" under sub. (1) (a) is defined as an uncommon advantage accruing to the property owner in addition to the benefit enjoyed by other property owners. *Goodger v. City of Delavan*, 134 Wis. 2d 348, 396 N.W.2d 778 (Ct. App. 1986).

66.0703 AnnotationConfirmation under sub. (10) permits interest to be collected from the date of the original assessment. *Gelhaus & Brost v. City of Medford*, 143 Wis. 2d 193, 420 N.W.2d 775 (Ct. App. 1988).

66.0703 AnnotationSub. (12) (d) does not permit a trial court to correct an assessment that was annulled due to lack of evidence. Because sub. (12) (d) evinces an intent that the municipality will reassess, a trial court may modify an assessment only if there is an adequate record of evidence to make the determination. *VTAE District 4 v. Town of Burke*, 151 Wis. 2d 392, 444 N.W.2d 733 (Ct. App. 1989).

66.0703 Annotation Property specially assessed under the police power must be benefitted to some extent, and the method of assessment must be reasonable, not arbitrarily or capriciously burdening any group of property owners. *CTI Group v. Village of Germantown*, 163 Wis. 2d 426, 471 N.W.2d 610 (Ct. App. 1991).

66.0703 Annotation Imposition of interest on an assessment from the date of enactment of an ordinance is unreasonable. *Village of Egg Harbor v. Sarkis*, 166 Wis. 2d 5, 479 N.W.2d 536 (Ct. App. 1991).

66.0703 Annotation A police power special assessment must benefit the property and be made on a reasonable basis. The degree, effect, and consequences of the benefit must be examined to measure reasonableness. Mere uniformity of treatment does not establish reasonableness; rather uniqueness of a property may be the cause for the assessment being unreasonable. *Lac La Belle Golf Club v. Lac La Belle*, 187 Wis. 2d 274, 522 N.W.2d 277 (Ct. App. 1994).

66.0703 Annotation Sub. (12) (a), when read with s. 895.346, allows a cash deposit in lieu of a bond. *Aiello v. Village of Pleasant Prairie*, 206 Wis. 2d 68, 556 N.W.2d 67 (1996), 95-1352.

66.0703 Annotation An assessment that cannot be legally made cannot be validated by reassessment under sub. (10). An assessment that is invalid by reason of a defect or omission, even if material, may be cured by reassessment. Reassessment is not limited to situations when construction has not yet commenced, and may be made after the project is completed. *Dittberner v. Windsor Sanitary District*, 209 Wis. 2d 478, 564 N.W.2d 341 (Ct. App. 1997), 98-0877.

66.0703 Annotation Appeals brought under sub. (12) (a) are exempt from the notice provisions of s. 893.80 (1). *Gamroth v. Village of Jackson*, 215 Wis. 2d 251, 571 N.W.2d 917 (Ct. App. 1997), 96-3396.

66.0703 Annotation An appellant's filing under sub. (12) (a) of a notice of appeal and bond with the municipal clerk within the 90-day limit, but not in the circuit court, was a reasonable interpretation of the statute and did not result in the appeal being untimely. *Outagamie County v. Town of Greenville*, 2000 WI App 65, 233 Wis. 2d 566, 608 N.W.2d 414, 99-1575.

66.0703 Annotation A summons and complaint meets the requirement of "written notice of appeal" under sub. (12) (a). *Mayek v. Cloverleaf Lakes Sanitary District #1*, 2000 WI App 182, 238 Wis. 2d 261, 617 N.W.2d 235, 99-2895.

66.0703 Annotation The filing of an appeal prior to publication of the final resolution required by sub. (8) (d) was not premature under sub. (12) (a). Section 808.04 (8), which provides that a notice of appeal filed prior to the entry of the order appealed from shall be treated as filed after the entry, is applicable to appeals under this section as the result of the application of s. 801.01 (2), which makes chs. 801 to 847 applicable in all special proceedings. *Mayek v. Cloverleaf Lakes Sanitary District #1*, 2000 WI App 182, 238 Wis. 2d 261, 617 N.W.2d 235, 99-2895.

66.0703 Annotation Section 60.77 authorizes town sanitary districts to levy special assessments and makes the procedures under this section applicable to those districts. As such, service of a notice of

appeal on the district clerk was proper under this section. *Mayek v. Cloverleaf Lakes Sanitary District #1*, 2000 WI App 182, 238 Wis. 2d 261, 617 N.W.2d 235, 99-2895.

66.0703 Annotation Legal expenses associated with an appeal of a special assessment may not be added to the assessment under sub. (5). Such legal expenses are not reasonably attributed to the work or improvement as they do not aid in its creation or development. *Bender v. Town of Kronenwetter*, 2002 WI App 284, 258 Wis. 2d 321, 654 N.W.2d 57, 02-0403.

66.0703 Annotation Because special assessments can only be levied for local improvements, before the propriety of the assessment can be addressed the circuit court must initially examine whether the improvement is local. The purpose for making the improvements is relevant to resolving the nature of the improvement, but not determinative because the court must also consider the benefits the property receives. The purpose for initiating improvements must be for reasons of accommodation and convenience, and the object of the purpose must be primarily for the people in a particular locality. *Genrich v. City of Rice Lake*, 2003 WI App 255, 268 Wis. 2d 233, 673 N.W.2d 361, 03-0597.

66.0703 Annotation Uniformity requires the assessment to be fairly and equitably apportioned among property owners in comparable positions. The municipality must use a method of assessment that produces a uniform and equal value for all affected properties. It is unreasonable to use the same method to assess a group of property owners when it results in an entirely disproportionate result that could easily be remedied by using a different method or to assess one group of property owners by a different method from that used to assess others if the results are entirely disproportionate. There is no per se reasonable method. *Genrich v. City of Rice Lake*, 2003 WI App 255, 268 Wis. 2d 233, 673 N.W.2d 361, 03-0597

66.0703 Annotation An availability charge assessed against each condominium unit served by a sewer extension through a single connection from the condominium lot to the sewer was not levied uniformly and imposed an inequitable cost burden as compared with the benefit accruing to the petitioners and to all benefited properties. The availability charge lacked a reasonable basis because: 1) there was no nexus between the availability charge and the district's recovery of the capital cost to it to provide sanitary sewer service to individual lots; 2) other lots with multiple habitable units and were provided the same sewer service through one stub were assessed only one availability charge; and 3) there was no showing that the condominium owners received a greater benefit than was provided to other lots that were affected by the sewer extension. *Steinbach v. Green Lake Sanitary District*, 2006 WI 63, 291 Wis. 2d 11, 715 N.W.2d 195, 03-2245.

66.0703 Annotation This section does not require the special assessment process be completed before any work is done. *Park Avenue Plaza v. City of Mequon*, 2008 WI App 39, 308 Wis. 2d 439, 747 N.W.2d 703, 06-2339.

66.0703 Annotation Absent an intent to mislead, procedural deficiencies, assuming they exist, do not constitute fraud, which is expressly excluded from the 90-day period of appeal under sub. (12) (e). Rather, procedural deficiencies are precisely the type of allegations that shall be raised in an appeal

under sub. (12). *Emjay Investment Company v. Village of Germantown*, 2011 WI 31, 333 Wis. 2d 252, 797 N.W.2d 844, 09-1714.

66.0703 Annotation Special assessments can only be levied for local improvements. If the improvement's primary purpose and effect are to benefit the public, it is not a local improvement. While general improvements grant substantially equal benefits and advantages to the property of the whole community or otherwise benefit the public at large, local improvements confer "special benefits" on property in a particular area. A special benefit has the effect of furnishing an "uncommon advantage" that either increases the services provided to the property or enhances its value. An uncommon advantage is a benefit that differs in kind rather than in degree from those benefits enjoyed by the general public. *Hildebrand v. Town of Menasha*, 2011 WI App 83, 334 Wis. 2d 259, 800 N.W.2d 502, 10-0897.

66.0703 Annotation Under s. 801.01 (2), chs. 801 to 847 "govern procedure and practice in circuit courts of this state in all civil actions and special proceedings . . . except where different procedure is prescribed by statute or rule." Special assessment appeals under this section are special proceedings. Nothing in this section conflicts with Wisconsin's notice pleading rules under s. 802.02 and there is no reason why the principles of notice pleading should not apply to appeals of special assessments. *CED Properties LLC v. City of Oshkosh*, 2014 WI 10, 352 Wis. 2d 613, 843 N.W.2d 382, 12-0005.

66.0703 Annotation State property is not subject to assessment of special charges. 69 Atty. Gen. 269.

66.0703 Annotation Landowners who were not treated in a discriminatory manner and did not avail themselves of the statutory right to appeal the merits of an assessment against land based on a report under sub. (2) [now sub. (4)] were not deprived of due process or equal protection and could not maintain an action under the civil rights act for damages. *Kasper v. Larson*, 372 F. Supp. 881.

66.0703 Annotation Wisconsin special assessments. *Klitzke and Edgar*. 62 MLR 171 (1978).

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing a 2015 Budget Modification to Fund the Purchase of up to 5 used buses for a total not to exceed \$22,000

Committee Action: Approved 5-0

Fiscal Impact: \$22,000

File Number: 14-1109

Date Introduced: September 22, 2015

RESOLUTION

WHEREAS, the Metro Ride bus fleet consists of 19 transit buses; and

WHEREAS, 20 transit buses are necessary to provide Metro Ride bus routes during the school year; and

WHEREAS, insufficient spare buses are available to facilitate preventive maintenance tasks and unscheduled mechanical failures; and

WHEREAS, Metro Ride desires to bid on used buses when they become available; and

WHEREAS, the Finance Committee has reviewed and recommends a budget amendment to purchase up to 5 buses at a cost not to exceed \$22,000 to be funded by Metro Ride Fund reserves;

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, that the proper City Official(s) be hereby authorized and directed to fund the purchase of up to 5 used buses for an amount not to exceed \$22,000 164-11650 and funding to come from Metro Ride Fund reserves 164-30003.

BE IT FURTHER RESOLVED these Vehicles shall be included in City of Wausau equipment inventory records and maintained in accordance and in compliance with FTA requirements.

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

Approved:

James E. Tipple, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, September 8, 2015 @ 5:30 pm., Board Room

Members Present: Oberbeck(C), Kellbach, Mielke, Nutting, Nagle

Others Present: Groat, Jacobson, Giese, Lindman, Schock, Werth, Seubert, Gisselman, Wagner, Neal, Goede, and Media

Discussion and possible action on Budget Modification for the Purchase of Used Buses \$22,000

Greg Seubert, Metro Ride Director, stated he made a request to the Finance Committee about a year ago for funds for used buses. We used a process required by the Federal Transit Administration in which the resolution had to include the places from where we were going to buy the vehicles. We were able to execute a purchase from Ozaukee County for four vehicles, but we chose not to buy vehicles from Milwaukee County because they were not in as good of condition as we were led to believe. He indicated they were still in dire need of vehicles. The issue is that most of these vehicles are out for bid but they have all gone to an online bid system and we don't have money just sitting around for this purchase. If we want to bid we have to have money available, so he was requesting a sum of money not to exceed \$22,000 for the purchase of up to five buses. He stated these buses are used at peak times to alleviate crowding and we currently are short several vehicles. They experienced crowding all last school year and continue to do so. Seubert indicated the funds would come from their reserve account.

Motion by Nutting, second by Mielke to approve the budget modification of \$22,000 coming from the Metro Ride Reserves. Motion carried 5-0.