



OFFICIAL NOTICE AND AGENDA

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

Meeting: CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Members: Lisa Rasmussen (C), Sherry Abitz, Gary Gisselman, Karen Kellbach, Robert Mielke.

Location: Council Chambers, City Hall, 407 Grant Street.

Date/Time: Thursday, April 9, 2015, at 5:30 p.m.

1. Approve minutes of the March 12, 2015 meeting.
2. Update on the Thomas Street Project.
3. Discussion and possible action on proposed 2016 street construction projects.
4. Discussion and possible action on an easement for the placement of a WPS transformer on Grant Street at 630 North 3rd Street.
5. Update on the meeting with the DOT regarding the possibility of converting 1st and 3rd Avenues to two-way traffic and on-street parking in front of 1910 North 6th Street.
6. Update on the supply and irrigation for the Highway 52 Parkway Median.
7. Discussion and possible action regarding the installation of wayfinding signage for the Wausau Curling Club and County Soccer Complex.
8. Future agenda items for consideration.

Adjourn.

The next regular meeting is scheduled for May 14, 2015.

LISA RASMUSSEN, Chairperson

THIS NOTICE POSTED AT CITY HALL AND FAXED TO CITY PAGES AND DAILY HERALD: April 2, 2015 at 2:30 p.m.

It is possible that members of and possibly a quorum of members of other committees of the Common Council may be in attendance at this meeting to gather information. No action will be taken by any such groups at this meeting other than the committee specifically referred to in this notice.

Upon reasonable notice, effort will be made to accommodate the needs of disabled individuals through appropriate aids and services. For information or to request this service, contact the City Clerk at (715) 261-6620.

Agenda distribution: Committee members, Council members, Assessor, Attorney, Clerk, Community Development, Engineering, Finance, Inspections, Mayor, Parks, Planning, Public Works, County Planning, Daily Herald, City Pages, Wausau School District, Wausau Area Events, Becher-Hoppe Associates, AECOM, CWE, REI, Glenn Speich, Judy Bayba, Scholfield Group, Evergreen Civil Engineering, Schoen Engineering Solutions, Clark Dietz, Inc.



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Members: Lisa Rasmussen (C), Sherry Abitz, Gary Gisselman, Karen Kellbach, Robert Mielke.

Location: Council Chambers, City Hall, 407 Grant Street.

Date/Time: Thursday, April 9, 2015, at 5:30 p.m.

ADDENDUM

9. Discussion and possible action on Athletic Park Development Agreement and First Amendment to Athletic Park Use Agreement.

Adjourn.

The next regular meeting is scheduled for May 14, 2015.

LISA RASMUSSEN, Chairperson

THIS NOTICE POSTED AT CITY HALL AND FAXED TO CITY PAGES AND DAILY HERALD: April 7, 2015 at 4:00 p.m.

It is possible that members of and possibly a quorum of members of other committees of the Common Council may be in attendance at this meeting to gather information. No action will be taken by any such groups at this meeting other than the committee specifically referred to in this notice.

Upon reasonable notice, effort will be made to accommodate the needs of disabled individuals through appropriate aids and services. For information or to request this service, contact the City Clerk at (715) 261-6620.

Agenda distribution: Committee members, Council members, Assessor, Attorney, Clerk, Community Development, Engineering, Finance, Inspections, Mayor, Parks, Planning, Public Works, County Planning, Daily Herald, City Pages, Wausau School District, Wausau Area Events, Becher-Hoppe Associates, AECOM, CWE, REI, Glenn Speich, Judy Bayba, Scholfield Group, Evergreen Civil Engineering, Schoen Engineering Solutions, Clark Dietz, Inc.

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: March 12, 2015, at 5:30 p.m. in the Council Chambers of City Hall.

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

Also Present: J. Gehin, Duncanson, 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 5:30 p.m. Chairperson Rasmussen called the meeting to order.

Approve minutes of the February 12, 2015 meeting

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

Evaluation of landscape maintenance contracts for Municipal Lot 9, the Highway 52 Median, and the Public Safety Block as to cost and scope of work, including analysis of cost and value of employees performing landscape maintenance vs. outsourced contracts and possible action thereon

Rasmussen stated last year this landscape contract was performed by Re-vi but the scope was not clear. Therefore, it was unknown what the contractor was to complete in terms of detail. Additionally, she received complaints that the timeline for submittal of proposals was short. Staff and the Park Department were asked to see if the work could be performed in-house at a cost savings, or if it needed to be outsourced, how the scope of work could be defined.

Abitz does not understand why the Public Safety building is included as she feels maintenance staff could do that work. Rasmussen said Re-vi maintained all three sites last year and before it is bid out again staff is looking further at the work to determine if it could be done in-house. Wesolowski stated if it does go out for bid in 2015, staff will work with the Park Department and Bartkowiak on revising the scope. Wesolowski agrees the scope of the work was vague and he would work to coordinate and further define the scope.

Duncanson had staff look at the sites and their initial reaction was the design is more high-end residential landscaping. There are a lot of different components along with a variety and density of material that would require skilled individuals to do the work. The facilities they currently maintain with specialized flower beds are done by the horticulturist. These sites would need skilled individuals and there are also concerns regarding the irrigation and fountain maintenance. Duncanson feels we are very fortunate 2014 was a wet summer without an irrigation system along the Highway 52 median. The City did have to water at times, which was an inefficient process. With the rock areas, the City could get by for a couple of years without much weed growth. However, the amount of sand put on the abutting roads will get plowed onto the median and create a bed for weeds to grow, which will require more herbicide over time. Therefore, the sites are more complex and this is not the kind of work for seasonal employees. Additionally, the contract needs to define items such as who would be responsible for replacement of irrigation controllers, stolen or vandalized irrigation heads, etc. The contract states plants to be replaced, which is too loose. Park Department staff is willing to work with Wesolowski to help write a better specification. However, the Park Department does not have the capability to take on these additional sites without growing the budget. Rasmussen agrees that clarifying the scope of work to be done is necessary, along with allowing a significant response time and a broad outreach to contractors.

Abitz questioned if last year's contract was within the normal range or if staff is trying to reduce the cost. She also questioned why the Police Department Block was higher than the other areas. Rasmussen responded the goal is always less if possible and a new contract may possibly come in less expensive. Abitz questioned if the contract would be brought back for review. Rasmussen explained the need to move this forward and she would like to see Wesolowski and Duncanson work out the contract. Duncanson noted that last season was a good growing season. Bartkowiak said Re-vi was very attentive at the Public Safety Building, which is the most complex site. It will be discussed with Bartkowiak what he thinks he can do and staff will write the contract accordingly.

Abitz questioned watering of the median site. Gehin indicated he is working with Wesolowski to move the installation of irrigation along the Highway 52 Parkway median along. He has sent an email to Re-vi to understand the needs of the sprinkler system. Gisselman questioned how much money is in the budget for maintenance. Wesolowski explained that Groat had pulled money out of the maintenance fund and the parking lot fund to cover these expenses.

Gisselman questioned if this needed to be high end as it is expensive to maintain, especially the Police Department block. Rasmussen is curious to see how the bids come in this year with a more defined scope and longer window to submit proposals. Gisselman believes making it less high end should be thought about as it is expensive to maintain.

Abitz moved to direct staff to write a new specification and move forward with outsourcing the landscape maintenance contracts for Municipal Lot 9, the Highway 52 Median, and the Public Safety Block. Mielke seconded and the motion carried unanimously 5-0.

Make recommendation for the sale of City-owned property at 1001-1003 North 3rd Avenue

Wesolowski explained that no bids were received for the sale of the City-owned property at 1001-1003 North 3rd Avenue. The owner of the adjacent lot had requested the sale, but Wesolowski has been unsuccessful in reaching him to inquire if the minimum price was too high. Rasmussen feels the price was fair. Wesolowski noted that the adjacent lot was purchased through a delinquent tax deed from the County at \$3,000 and that lot is twice the size. This item will be brought back if staff does hear back from the property owner of the adjacent lot.

Update on the Thomas Street project

Bruce Gerland, AECOM, provided a detailed schedule regarding the Thomas Street Project. This follows the schedule outlined at the June 2014 CISM meeting. It will take approximately six months to get to the plat process. A detailed conceptual alternative was provided to CISM at the last meeting. The next step is to take that horizontal concept and turn it into a preliminary plan. They are looking at the outside sidewalk and terrace width as they are trying to keep five feet between any building and the back edge of the sidewalk. There are areas where some buildings are closer so a three foot terrace would be better than a six foot terrace. They are going through this process on a block by block basis and fine tuning the alignment. The next step is making sure turning movements work at intersections. He will plan on attending CISM every month to provide an update. By next month there will be more of a plan of the block by block analysis. After that, a vertical profile will be started to tie into the cross sections. The cross sections will define the right-of-way impacts and temporary limited easements. At June CISM he intends to review the preliminary plan and impacts so the plat process can begin. The plat process should be done by the end of July and the plat could then be approved in August. Within the next month, he will work with staff to develop a RFP to retain a consultant to start acquiring property. Once a cross section is

approved, that consultant can start market studies and appraisals in advance of the plat approval. Abitz asked if this meant the purchasing of homes would not begin until September. Gerland believes market studies and ordering of appraisals could begin as early as July. Gerland noted that the impact to each property will be known when the preliminary plans are done in June. The exact square footage that each property is impacted by will be known when the plat is approved in August. Then shortly after, appraisals stakings will be placed so the impacts can be seen in the field. In August or September definitive answers can be given to property owners. Abitz knows of five properties that are waiting anxiously to be purchased. One owner is in jeopardy of losing his job because he cannot move. Gerland noted that the impacts will not be known until mid-May and early acquisitions should be discussed with the City Attorney.

Review and possible action on the Master Landscape Plan for the Near West Side

Rasmussen reminded the committee that they have approved the projects of 2nd Avenue and Clark Street. However, Council was reluctant to approve holding a public hearing because this landscape plan had not been received yet.

Lenz stated the Near West Side Master Plan was adopted in 2007, which has been a guiding plan for that area. A TIF district was approved in 2012. Main Street has been working hard regarding this area for several years. A design charrette was held at UWMC with a variety of stakeholders and now GRAEF has brought their expertise to combine what has been discussed for many years. A summary of charrettes was included in the packet, which did a good job of summarizing what GRAEF was looking at regarding public improvements. The overall idea is to improve the Near West side to make it more walkable, bicycle friendly and livable so people can enjoy the area and attract outside development. He noted the plan adds different treatments of pavement and grass boulevards rather than the current sea of asphalt. The area will have features that connect the Near West Side to the riverfront trail, such as a kiosk or a landmark. The trail is proposed to be extended to the railroad crossing and a connection to Barker Stewart Island. Wesolowski noted that the extension of the trail has been designed but easements need to be obtained. Lenz explained that the remainder of the plan follows the same design theme of 2nd Avenue and Clark Street but with its own unique identity. GRAEF has suggested using more natural elements and local materials, which should keep the costs down.

Rasmussen questioned if decorative lighting is included as part of the project. Lenz confirmed and stated staff will look at similar lighting to the downtown, but it may not be the exact style. Lenz summarized the plan stating pavers and different colors of brick and concrete are proposed. Additionally, the use of bump outs at intersections would provide more pedestrian friendly crossings and defining the parking area. A gateway or monument would add a welcoming feature.

Mielke questioned if the EPA and/or the DNR have cleared the former dry cleaning site. Wesolowski replied the drilling has been completed, but results have not been received yet. If there is contamination in the street, it will have to be cleaned up during the project. This should be known before the project is let for bid. Gisselman questioned funding for contamination removal. Wesolowski indicated that the DERF fund is cleaning up the private site. Rasmussen added that the fund is tapped for cash and it is a competitive process. Abitz questioned the pedestrian crossings on Stewart Avenue and 2nd Avenue. Wesolowski pointed out the crossings that will be marked as part of the DOT overlay project on Stewart Avenue and that the crosswalk at Stewart Avenue and 2nd Avenue will also be marked. Rasmussen noted that pedestrian heads will be installed at 1st and 3rd Avenues and from a design standpoint the City has done everything it can to ensure safe crossing as people are creatures of habit and we cannot modify their behavior. Lenz added that since signals will be placed at 1st and 3rd Avenues and the DOT will not install one at 2nd Avenue. Hopefully the landscaping and other improvements will help calm traffic and it may

be easier for pedestrians to cross. Abitz questioned the moving of a utility pole. Wesolowski stated that the utilities will be placed underground as part of the project.

Rasmussen explained that this plan will be discussed at the next Council meeting and then the street project will be voted on. If there is further delay it will jeopardize the project for this year. Gisselman questioned the cul-de-sac design and if there would be opposition from the neighborhood group. Rasmussen stated the majority of the stakeholders agree with the plan and want the project done sooner than later. The residential neighbor to neighbor group that opposed the project at Council is located blocks away from the project. They will be users of the services but they are not abutting property owners. Rasmussen added that the plan also serves the weekend market that was held last year in the plaza area.

Gisselman questioned the table top intersections. Lenz explained that the street would go up slightly in this area so that when pedestrians are crossing the street, they do not have to step down off the curb. This will be the first of its kind in Wausau and the designers have assured staff that this concept is appropriate for this climate and snow plowing.

The committee agreed by consensus to move the projects of 2nd Avenue and Clark Street to Council.

Future agenda items for consideration

Abitz questioned the status of Pardee Street. Gehin stated that DPW will look at installing temporary drains.

Adjourn

Mielke moved to adjourn the meeting. Kellbach seconded and the motion carried unanimously 5-0. Meeting adjourned at approximately 6:20 p.m.

Agenda Item No.

2

STAFF REPORT TO CISM COMMITTEE - April 9, 2015

AGENDA ITEM

Update on the Thomas Street Project

BACKGROUND

Bruce Gerland with AECOM will address the committee on the progress of design plans for Thomas Street.

FISCAL IMPACT

This is an update, no action on fiscal impacts are anticipated to be discussed.

STAFF RECOMMENDATION

None at this time.

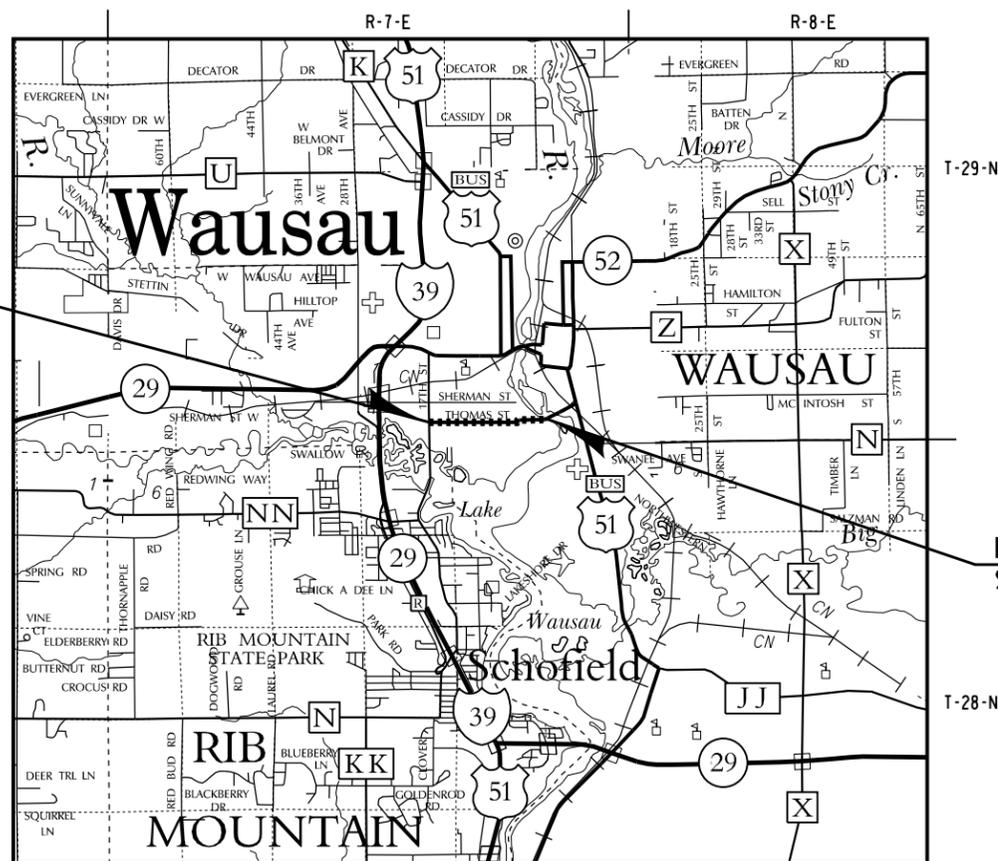
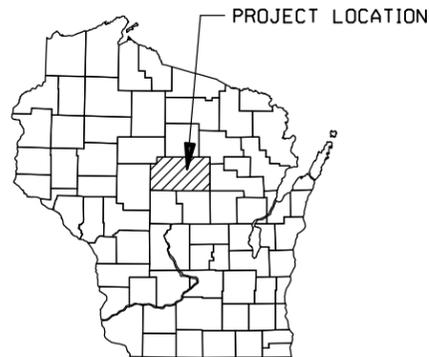
Staff contact: Allen Wesolowski 715-261-6762

Thomas Street (17th Ave to 4th Ave)			2015												2016												2017					
Task	Begin Date	End Date	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
Project Management																																
Coordinate project activities	1/26/15	9/11/15																														
Update AECOM filing system	1/26/15	3/1/15																														
Project kick-off meeting		2/1/15																														
Update project schedule	3/1/15																															
Coordinate City utility improvements	5/1/15																															
Coordinate title search updates	6/1/15																															
Develop Preliminary Horizontal Design																																
Block by Block analysis of sidewalk impacts/develop alignment	2/2/15	3/13/15																														
Horizontal layout of curbs and medians	3/3/15	3/27/15																														
Horizontal layout of intersections	3/16/15	3/31/15																														
Typical Sections	3/16/15	3/31/15																														
Preliminary Vertical Design/Drainage																																
Vertical profile	4/1/15	4/17/15																														
Cross sections	4/20/15	5/15/15																														
Determine impacts to drainage	5/4/15	5/8/15																														
Configure new inlet spacing	5/18/15	5/29/15																														
Delineate drainage basins and calculate runoff	5/18/15	5/29/15																														
Check storm sewer sizing	5/18/15	5/29/15																														
Evaluate TSS reduction treatment	6/1/15	6/12/15																														
Prepare technical memo	6/1/15	6/12/15																														
Preliminary Signal Design																																
Site review	4/1/15	4/10/15																														
Preliminary layout	4/13/15	4/24/15																														
Signal plans	5/4/15	5/29/15																														
Sequence of operation	5/4/15	5/29/15																														
Cable routing and details	5/4/15	5/29/15																														
Preliminary Plans																																
Title Sheet	5/18/15	6/12/15																														
General notes & utilities	5/18/15	6/12/15																														
Typical Sections	5/18/15	6/12/15																														
Plan & profile with storm inlets	5/18/15	6/12/15																														
Cross sections	5/18/15	6/12/15																														
Signal plans, detour	5/18/15	6/12/15																														
Preliminary plan approval (CISM)	6/11/15																															
Right of way Plat																																
Plat	6/15/15	7/31/15																														
CISM plat approval	8/13/15																															
Temporary staking for appraisals	8/17/15	9/1/15																														
Final staking	4/1/16	5/1/16																														
Right of way Services (By Others)																																
Order appraisals/appraisals complete	7/1/15	9/1/15																														
City approves appraisals (CISM)	9/10/15																															
60 day expiration to get land owner appraisals	9/21/15	10/20/15																														
Meetings/negotiations	10/21/15	1/31/16																														
20th day expires, checks mailed, award of damages recorded	2/11/16	3/11/16																														

Thomas Street (17th Ave to 4th Ave)			2015												2016												2017					
Task	Begin Date	End Date	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
Final Plans																																
Title Sheet, general notes, typical sections, construction details	8/1/15	12/1/15																														
layout details, erosion control, signing and marking, storm & BMP, detour route, signals, plan & profile, cross section	8/1/15	12/1/15																														
Estimate	12/1/15	12/5/15																														
Technical specs & contract documents	11/1/15	12/1/15																														
Final plan approval (CISM)	12/10/15																															
Bidding	1/1/16	2/11/16																														
Construction	4/15/16	10/15/16																														
Agency Coordination (DNR & Corps, possibly SHPO)																																
Initial coordination with DNR	4/20/15	4/30/15																														
Final Coordination with DNR	12/1/15	1/1/16																														
Utility Coordination																																
Initial coordination letter	4/20/15	4/30/15																														
Final utility meeting	10/1/15																															
Plan mailing with work plan request	10/1/15																															
Work plan review/approval	12/1/15	12/31/15																														
Meetings																																
CISM meetings (monthly)	3/1/15	9/30/15																														
Public Involvement																																
TBD																																
Update mailing list																																
Draft invitation & press release																																
Handout, exhibits, comment form sign-in sheet																																
PIM No. 1																																
PIM No. 2																																
Property Owner Meetings																																
TBD																																
individual property owner meetings with summaries																																

THOMAS STREET 17TH AVENUE TO THE WISCONSIN RIVER

CITY OF WAUSAU MARATHON COUNTY XXXX 2015



LOCATION MAP

STANDARD DETAIL DRAWING INDEX

08E09 SILT FENCE
08E14 TRACKING PAD

LEGEND

- EXISTING POWER POLE
- EXISTING TREE
- EXISTING FENCE
- EXISTING GRAVEL
- EXISTING ELECTRIC
- EXISTING TELEPHONE
- EXISTING TELEPHONE
- EXISTING SIGNAL CONTROL CABLE
- EXISTING PEDESTAL
- EXISTING DITCH
- EXISTING TOP OR TOE OF SLOPE
- EXISTING WOODS
- EXISTING WATER VALVE
- EXISTING MANHOLE
- EXISTING SIGN
- WETLANDS

INDEX

DRAWING NO.	SHEET NO.	DESCRIPTION
C-1	1	GENERAL NOTES AND UTILITIES
C-2 - C-2	2	TYPICAL SECTIONS
C - C	-	CONSTRUCTION DETAILS
C - C	-	PLAN AND PROFILE

BEGIN PROJECT
STA

END PROJECT
STA



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PREPARED FOR

CITY OF WAUSAU

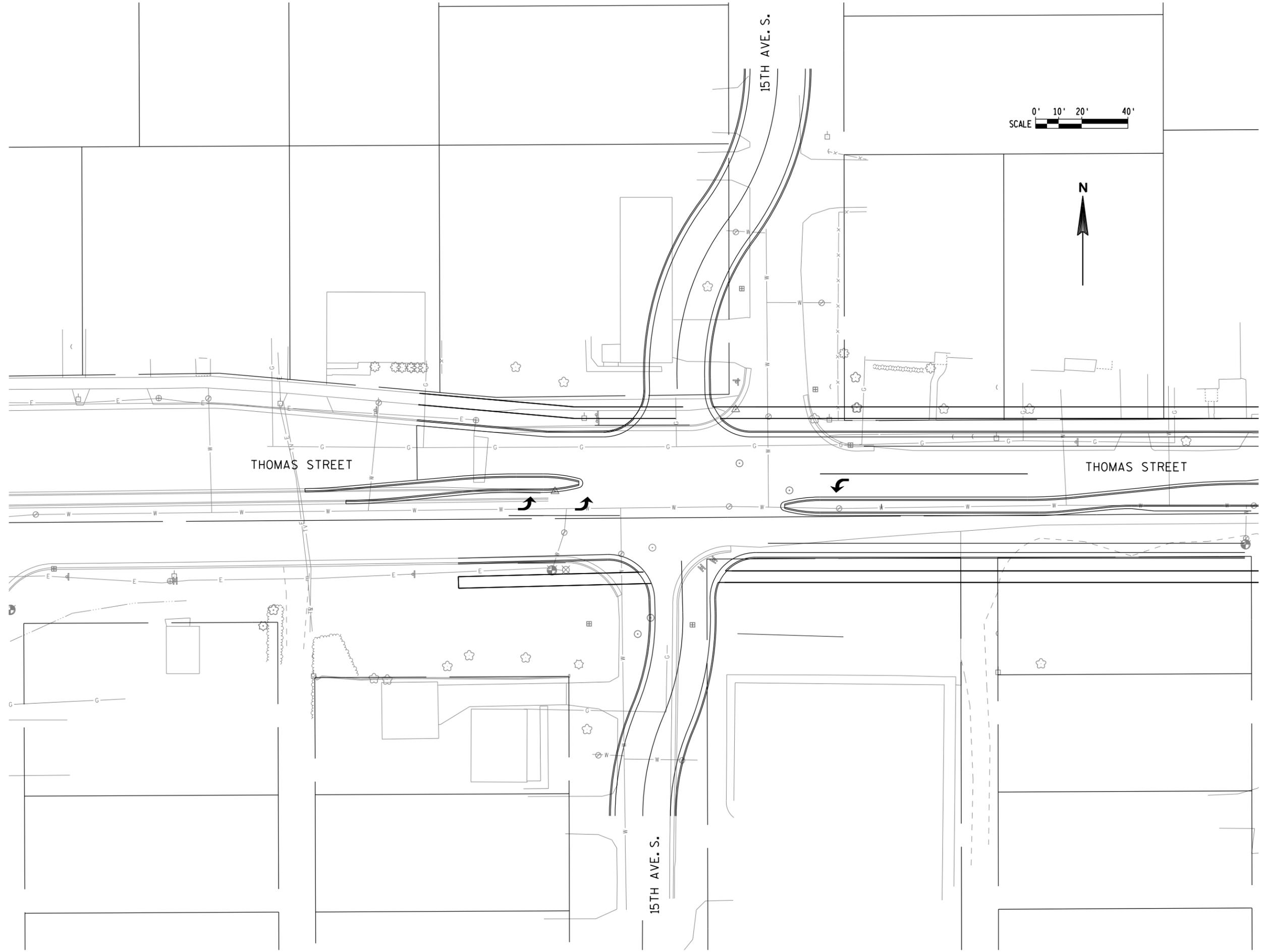
407 GRANT STREET
WAUSAU, WI 54403
715-261-6740

PREPARED BY



200 Indiana Avenue
Stevens Point, WI 54481
T 715.341.8110 F 715.341.7390
WWW.AECOM.COM

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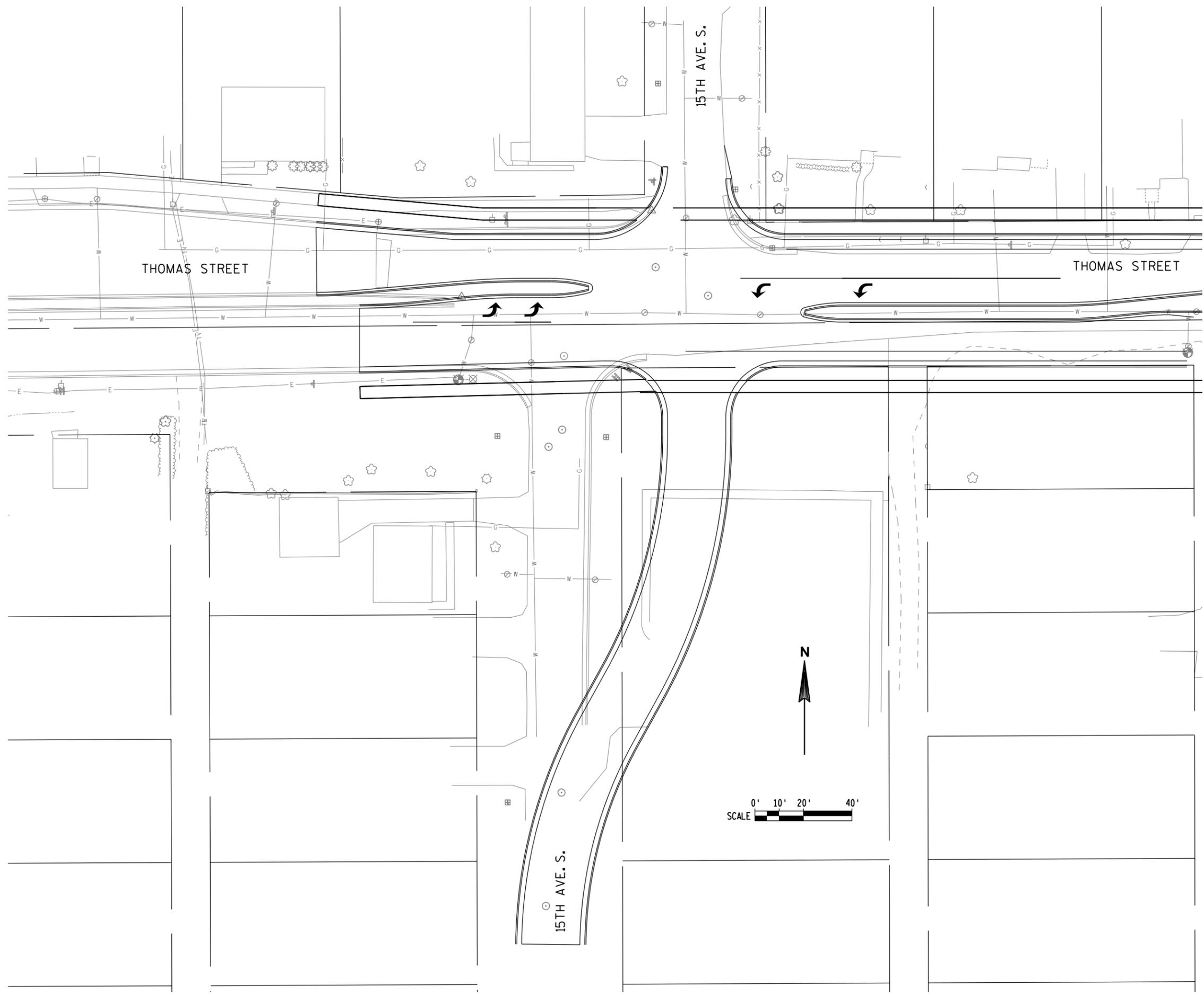
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AECOM

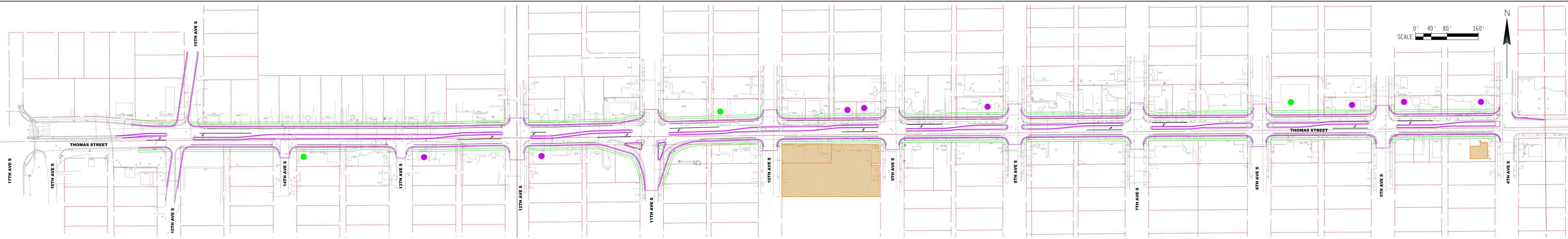
200 Indiana Avenue
 Suite 200, Wauausau, WI 54481
 T 715.341.8110 F 715.341.7390
 WWW.AECOM.COM

CITY OF WAUSAU	
THOMAS ST (17TH AVE TO WIS. RIVER)	
WAUSAU, WISCONSIN	
ALTERNATIVE 1	
PROJECT START DATE (M/Y)	XXXX 2015
PROJECT NO.	99979
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SHEET NO.	XX-Y-Z
DRAWING NO.	000

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PROJECT START DATE (M / Y)		XXXX 2015
PROJECT NO.		99979
FILENAME		\$(getvar, "dwgname")
SHEET NO.		
DRAWING NO.		
CITY OF WAUSAU THOMAS ST (17TH AVE TO WIS. RIVER) WAUSAU, WISCONSIN		XX-Y-Z 000
AECOM 200 Indiana Avenue Wausau, WI 54481 ALTERNATIVE 1 TO E-715.341.7390 WWW.AECOM.COM		
DRN BY:	DES BY:	CHK BY:
APP BY:	REV	DESCRIPTION
VERIFY SCALE IF PLAN SHEET IS REDUCED		
1"=100'		
DATE (MDY)	CHK	CHK



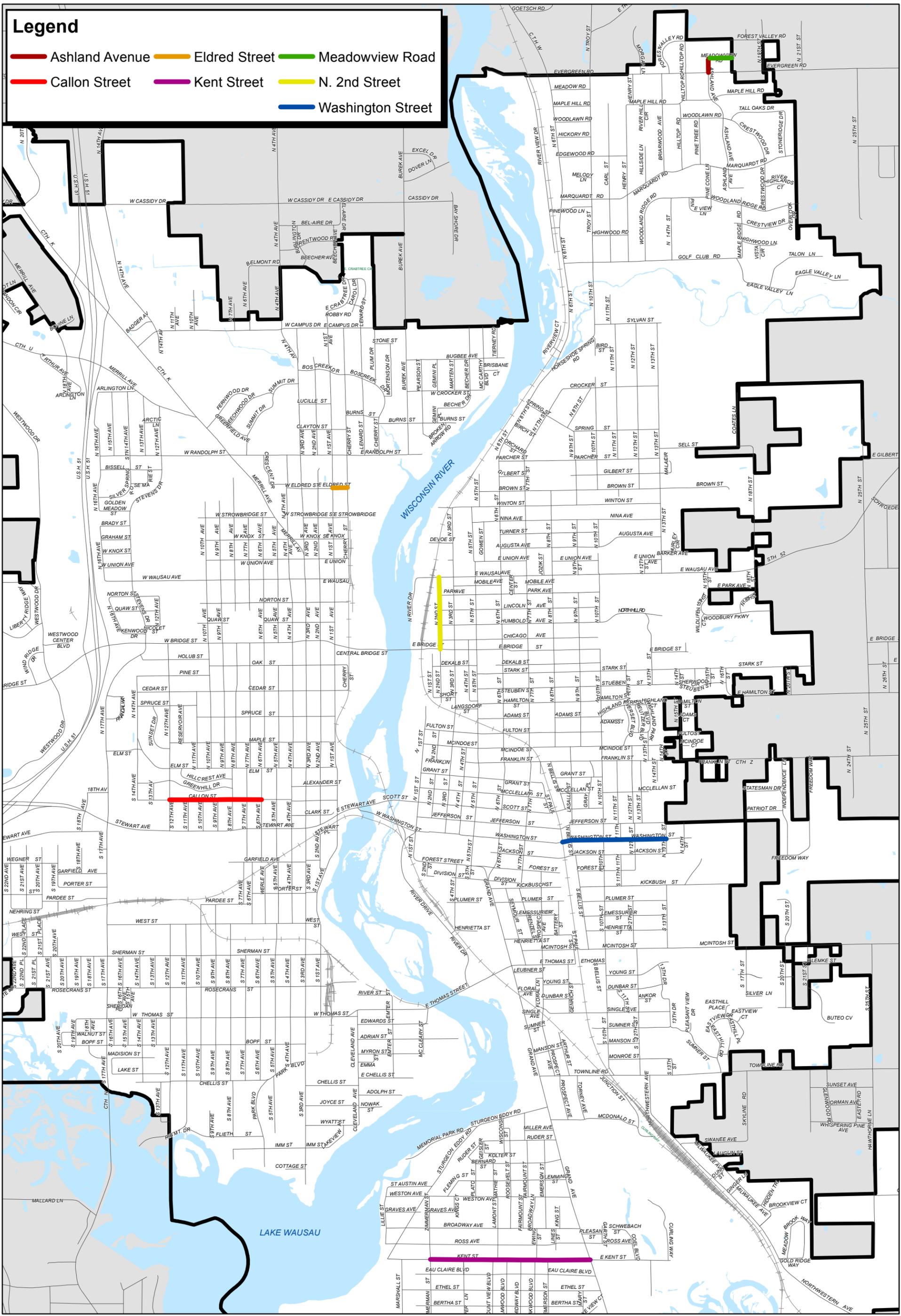
SCALE 0' 40' 80' 160'



AGENDA ITEM
Discussion and possible action on proposed 2016 street construction projects
BACKGROUND
<p>Each year the Engineering Department proposes streets to be included in the next year’s budget for construction. The reason for approving these streets now would be to give the Engineering Department ample time to notify the abutting property owners.</p> <p>The following streets are being proposed for 2016:</p> <p>Eldred Street, Cherry Street to North 1st Avenue Ashland Avenue, Evergreen Road to Meadowview Road Meadowview Road, Ashland Avenue to the cul-de-sac Callon Street, 6th Avenue to 12th Avenue Washington Street, Railroad Tracks to 13th Street Kent Street, Grand Avenue to Zimmerman Street 2nd Street, Bridge Street to East Wausau Avenue</p>
FISCAL IMPACT
The estimated construction cost is \$2,232,000. The estimated special assessments cost is \$250,000. The projects would be submitted in the 2016 budget.
STAFF RECOMMENDATION
Staff recommends approval of the streets for reconstruction.
Staff contact: Allen Wesolowski 715-261-6762

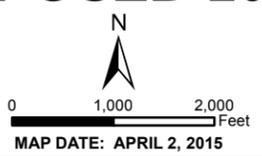
Legend

- Ashland Avenue
- Eldred Street
- Meadowview Road
- Callon Street
- Kent Street
- N. 2nd Street
- Washington Street



PROPOSED 2016 STREET IMPROVEMENT PROJECTS

City of Wausau
Marathon County, Wisconsin



- 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.

AGENDA ITEM
<p>Discussion and possible action on an easement for the placement of a WPS transformer on Grant Street at 630 North 3rd Street</p>
BACKGROUND
<p>The City entered into a developer’s agreement with RMM Solutions, 210 McClellan Street, in September of 2012. The Development Agreement is attached. The City has been working with all the land owners in the block to locate the transformer to a location which would be agreeable to all parties. After several meetings in an attempt to locate this transformer in the private alley way behind 622, 626 & 630 3rd Street, an alternate proposal to locate the transformer in Grant Street was proposed. See the attachments showing the property addresses and also drawing showing the approximate location of the transformer in 3rd Street along with the curb bump out.</p>
FISCAL IMPACT
<p>In working with WPS and Van Ert Electric to prepare the properties for the conversion to underground, the City has expended approximately \$78,000 to date. It is estimated an additional \$15,000 in materials will be required to complete the project. It is anticipated the City’s cost to construct the curb and gutter bump out island is approximately \$3,000 - \$5,000. The costs will vary depending upon final design and the possibility of the need to install storm sewer. Also, DPW forces could be utilized for removals and storm sewer installation.</p>
STAFF RECOMMENDATION
<p>Staff feels they have worked cooperatively with the landowners to locate the transformer on private property in the private alley; however, a solution that met the needs of all was not evident. Staff recommends working with WPS to grant an easement in the Grant Street right-of-way. The dimensions of the easement will depend on further design. Staff will also look at angle parking on Grant Street. Any alterations to parking such as angle parking would be brought to Parking and Traffic Committee for consideration.</p>
<p>Staff contact: Allen Wesolowski 715-261-6762</p>

**DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF WAUSAU AND RMM SOLUTIONS, INC.**

THIS AGREEMENT made this ²⁷ day of September 2012 by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY," and RMM Solutions, Inc. hereinafter referred to as RMM Solutions to expand at its location at 210 McClellan Street, Wausau, WI and hereinafter referred to as "McClellan Place."

WITNESSETH:

WHEREAS, Wausau's community is dedicated to building Wausau as the information technology hub of the Midwest by supporting innovation and actively recruiting firms that furnish high-paying positions with benefits including education, wellness and health, within an industry experiencing high growth trends in the United States; and

WHEREAS, Wausau's community commitment to combat the so-called "brain drain" can be accomplished, in part, by supporting the growth of information technology or "knowledge-based" companies such as RMM Solutions that invest in data centers that must keep high standards necessary for assuring the integrity and functionality of its hosted computer environment; and

WHEREAS, information technology operations are a critical element of organizational operations for business continuity since companies rely on their information systems to run their operations, find new markets and enable companies to compete in developing efficiencies to produce and provide services most effectively; and

WHEREAS, CITY is incentivizing RMM Solutions in order to enhance their presence in Wausau, WI and support RMM Solutions' offer to construct a *public* Tier 3 Data Center and only *public* Tier 3 Data Center available in Wausau, WI as well as constructing a wellness facility and added offices for a network operations center; and

WHEREAS, RMM Solutions' growing presence will increase the economic benefits to the City of Wausau and to the State of Wisconsin in terms of employment numbers, quality of employment, benefits and an increase in the demand for labor and amenities in the region and in the information technology field in particular; and

WHEREAS, in order to proceed with the development and assist with the recruitment of new candidates for RMM Solutions, CITY offers Ten Thousand Dollars from funds managed by Wausau's Community Development Department as a grant to be designated for Ten (10) One-Thousand Dollar (\$1,000) grants to employees of RMM Solutions toward the purchase of a home in Wausau, WI; and

WHEREAS, RMM Solutions offers to match the CITY'S Ten Thousand Dollars (\$10,000) to those same employees for a total incentive to Ten (10) employees of Two Thousand Dollars (\$2,000) toward the purchase of a home in Wausau, WI; and

WHEREAS, CITY is offering through its MCDEVCO loan fund from Community Development Block Grant (CDBG) monies designated revolving loan fund a low-interest loan

subject to MCDEVCO loan committee approval and requirements of Seventy-Five Thousand Dollars (\$75,000) to be used for equipment purchases only; and

WHEREAS, CITY is offering Eighty Thousand Dollars of assistance to be apportioned as a Forty Thousand Dollar (\$40,000) grant, and a Forty Thousand Dollar (\$40,000), 0% interest loan with deferred payments to begin five years after the loan is awarded and contingent upon adequate credit risk assessment to the satisfaction of the City. Funds awarded must be used toward the construction of the Tier 3 *public* data center; and

WHEREAS, CITY is offering to relocate an unsightly transformer pole at the cost estimated to be Seventy Thousand Dollars (\$70,000) underground to optimize and enhance both inside/outside space at the McClellan Street facility coordinated by the City of Wausau's Public Works Department and Wisconsin Public Service Corporation; and

WHEREAS, the purpose of the Agreement is to codify the arrangement between CITY and RMM Solutions which reflects an overall financial commitment by CITY for a total assistance package up to Two-Hundred Thirty-Five Thousand Dollars (\$235,000).

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY OF WAUSAU

- A. All incentives outlined in this Agreement must be exchanged to the satisfaction of the CITY and RMM Solutions five (5) years after the date this Agreement is signed or incentives offered by the City of Wausau become null and void;
- B. Wausau's Community Development Department offers funds of Ten Thousand Dollars (\$10,000) within forty-five (45) days of RMM Solutions' acceptance of this agreement to be distributed per the terms of this Agreement;
- C. CITY shall offer Seventy-Five Thousand Dollars (\$75,000) as a loan administered from Marathon County Economic Development Corporation (MCDEVCO) subject to the terms of the loan committee and criteria set forth by the administration of MCDEVCO;
- D. CITY shall offer a Forty Thousand Dollar (\$40,000) grant from Economic Development Fund payable 45 days after this Agreement is signed by both parties and receipt of invoices are received documenting Tier 3 expenses. CITY funds are to be used toward the development of the Tier 3 *public* data center.
- E. The CITY shall offer a Forty Thousand Dollar Loan (\$40,000) from the Economic Development City Fund at 0% Interest, for a five year deferred period of no payments with a total payback period of twelve (12) years to be used toward recruitment, training and technology infrastructure costs.
- F. CITY and specifically CITY'S Public Works Department shall coordinate with Wisconsin Public Service to remove transformer pole located at the Northwest corner of the 210 McClellan Street property to facilitate utilities placements underground at an approximate cost to CITY of Seventy

Thousand Dollars (\$70,000). CITY has one year from the date the Agreement is signed to coordinate the utility relocation project.

2. **RMM SOLUTIONS' OBLIGATIONS INCLUDING EMPLOYMENT AND VERIFICATION OF EQUIPMENT AND TIER 3 DEVELOPMENT COSTS**
 - A. RMM Solutions has up to 45 days to sign and accept the Terms of this Agreement from the day Wausau's City Council approves the Development Agreement;
 - B. RMM Solutions must submit records to Community Development Department staff on behalf of the City of Wausau verifying invoices paid to vendors or other entities for the construction of the Tier 3 Center and networking operations in order to meet the eligibility of the grant and as outlined in this Agreement.
 - C. RMM Solutions must submit employment requirements to CITY's Community Development Department Staff once RMM Solutions reaches 50 Full-Time Employees (FTE's) based and employed at the McClellan Place location. RMM Solutions shall at that time submit names, addresses, and positions of current employees and positions working and based in the Wausau, Wisconsin location.
 - D. RMM Solutions has until September 1, 2015 to meet the hiring criteria of at least an additional Twenty (20) FTE's beyond the number employed at the execution of this agreement.
 - E. CITY's Community Development Department requires documentation of any employees RMM Solutions hires that carry veteran status and/or were formally unemployed and/or did not receive health care benefits prior to working for RMM Solutions for federal regulation requirements. Addendum II (Employee Verification Form) attached.
 - F. RMM Solutions must remain operating at the McClellan Place location for a minimum period of five years, satisfying this term by operating and employing not less than 50 FTE's at the McClellan Place location by September __ 2017.
 - G. RMM Solutions shall refer eligible employees to the Wausau Community Development Staff in order to coordinate the application, verification, distribution process of the homeowner grant program. Homes purchased must be within the corporate City limits of Wausau. RMM Solutions will match each of the One Thousand Dollar (\$1,000) grants for a total of Two Thousand Dollars (\$2,000) provided to Ten (10) FTE's and shall provide closing statements to be approved by Wausau's Community Development Department.
 - H. For reimbursement purposes, RMM Solutions shall submit a certified document or letter validating expenses with copies of receipts that were incurred in the establishment of the public Tier 3 data Center.
 - I. In order to meet the terms of the Development Agreement for grants received, RMM Solutions must submit employment verification forms to the Community Development Department after one year from the date of this signed Agreement to validate employment verification numbers and shall submit annually until full employment numbers are met.

3. MISCELLANEOUS

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

CEO: Rimon Moses, CEO
Address: 210 McClellan Street, Suite 100
Wausau, WI 54403

City: Toni Rayala, Clerk
Clerk's Office
407 Grant Street, Wausau, WI 54403

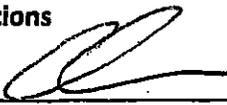
Copy to: Heather Wessling, Assistant Director of Community Development
Community Development Department Office
407 Grant Street, Wausau, WI 54403

Notices given by mail are deemed delivered within (3) three 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.

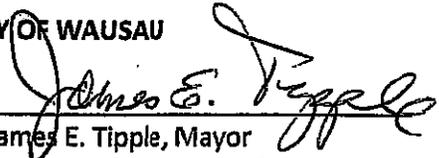
- A. Relationship of Parties. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between CITY and RMM Solutions.
- B. Severability. If any covenant, condition, provision, term or agreement of this Agreement is, 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 by law.
- C. Applicable Law. This Agreement and all of the rights and obligations of the parties hereto with respect thereto will be construed in accordance with, and governed by, the laws of the State of Wisconsin
- D. 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.
- E. Binding Effect; Assignment; Notice of Assignment. This Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by, the Parties and their permitted successors and assigns. RMM Solutions shall have the right to assign this agreement and the rights hereunder to any

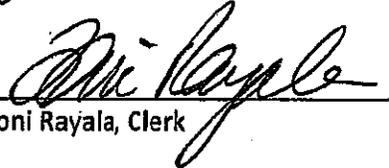
entity controlled by or any third party. RMM Solutions agrees to notify City 30 days before assignment for consent, which consent shall not be reasonably withheld for assignment to any successors and assigns.

RMM Solutions

By: 
Rimon Moses, CEO

CITY OF WAUSAU

By: 
James E. Tipple, Mayor

Attest: 
Toni Rayala, Clerk

Heather Wessling,
Assistant Director Community Development
City of Wausau
DRAFT: August 31, 2012

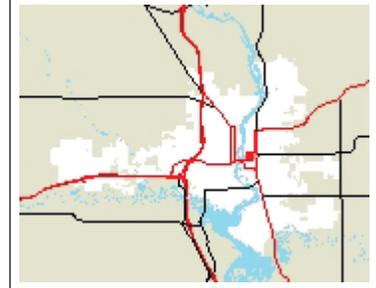
Document executed September 27, 2012. (hjl)

**JOB CREATION/RETENTION REPORT
BENEFICIARIES DATA**

RECIPIENT: _____ Reporting date: _____
 ACTIVITY: _____ Program year: _____

		Year 1	Year 2	Year 3	Year 4	Year 5
		FT/PT	FT/PT	FT/PT	FT/PT	FT/PT
Household Type						
Financial Status	Total Jobs Created (Full-time/Part-time)					0
	Total Jobs Created to Low-Mod income (FT/PT)					0
	Total Jobs Retained (FT/PT)					0
	Total Jobs Retained to Low-Mod Income (FT/PT)					0
Ethnicity	Hispanic					0
	Other					0
Race	White					0
	Black/African American					0
	Asian					0
	American Indian / Alaskan Native					0
	Native Hawaiian/Other Pacific Islander					0
	American Indian/Alaskan Native & White					0
	Asian & White					0
	Black/African American & White					0
	Balance/Other					0
Type of Jobs Created	Officials & Managers					0
	Professionals					0
	Technicians					0
	Sales					0
	Office & Clerical					0
	Craft Workers (skilled)					0
	Operatives (semi-skilled)					0
	Laborers (unskilled)					0
	Service Workers					0
# Jobs with employer sponsored health care benefits						0
# Unemployed prior to taking jobs created by this activity						0

CMI = County Median Income adjusted for household size, see attached chart



Legend

- Parcels
- Section Lines/Numbers
- Railroad
- Bridge
- Overpass
- Stream - River
- Pond - Lake
- Wausau Wetland

Map Created: 4/2/2015

28.17 0 28.17 Feet



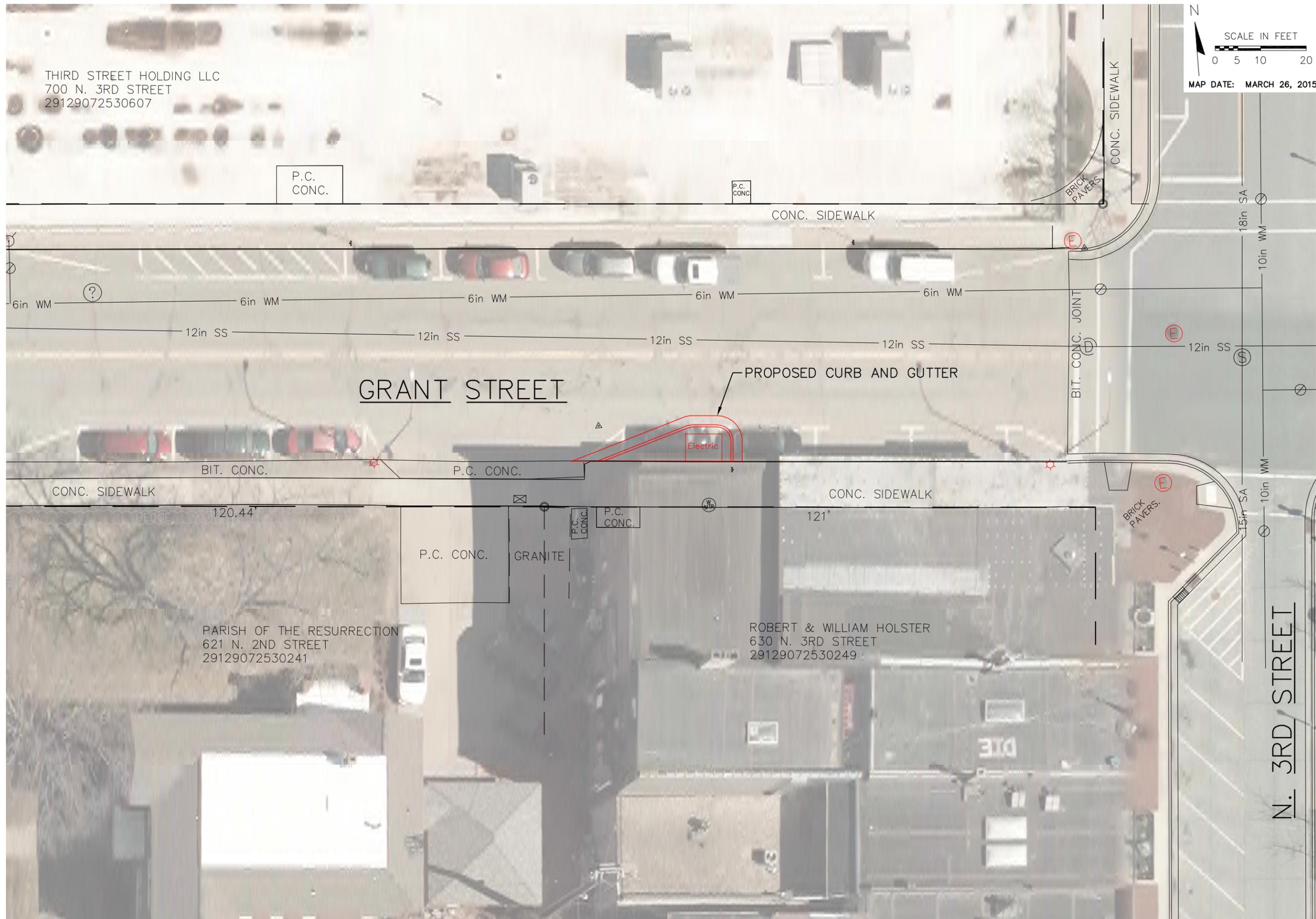
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

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Notes

DWG FILE NAME: O:\Engineering\DWG\PROJ\0913\DWG\0913_Grant_transformer.dwg, 4/11/2015 3:11:03 PM, City of Wausau - Engineering Department, Plotted by: J.D. VanBoxel



SCALE IN FEET
 0 5 10 20
 MAP DATE: MARCH 26, 2015

THIRD STREET HOLDING LLC
 700 N. 3RD STREET
 29129072530607

PARISH OF THE RESURRECTION
 621 N. 2ND STREET
 29129072530241

ROBERT & WILLIAM HOLSTER
 630 N. 3RD STREET
 29129072530249

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

SURVEYED BY:
 FIELD BOOK NO. PG.
 DESIGNED BY:
 DRAWN BY:
 APPROVED BY:
 POINT FILE:

ISSUED FOR	REVISIONS	DATE
PRELIMINARY		
REVIEW/APPROVAL		
BIDDING/CONST.		
REC. REF. DWG.		
OFFICE USE		

GRANT STREET
 PROPOSED CURB BUMP-OUT

SHEET NO.
 OF SHEETS
 FILE NUMBER



2 HOUR PARKING
9:00am
to
6:00pm
SEE YOUR CITY

STOP

NO LEFT TURN

237-FUH

FLYING FLIES

04/02/2015



evolutions
in design

www.evolutionsindesign.com

04/02/2015

AGENDA ITEM
Update on the meeting with the DOT regarding the possibility of converting 1 st and 3 rd Avenues to two-way traffic and on-street parking in front of 1910 North 6 th Street
BACKGROUND
At the January 8 th CISM meeting, staff was directed to create a RFP to look at converting 1 st and 3 rd Avenues from one-way pairs to two-way traffic. Staff met with WDOT on March 4 th to discuss several WDOT planning issues. One item that was discussed at the meeting was the conversion of 1 st and 3 rd Avenue to two-way traffic. Staff will provide WDOT feedback to CISM. Also, correspondence from 3M is included regarding this item.
FISCAL IMPACT
If staff moves forward with the RFP the cost is not to exceed \$50,000.
STAFF RECOMMENDATION
None at this time.
Staff contact: Allen Wesolowski 715-261-6762

Industrial Mineral
Products Division
3M Wausau Plant

PO Box 1207
Wausau, WI 54402-1207
715 845 7241



March 18, 2015

City Council Members:

In a recent meeting with Mr. Gehin, we discovered the City of Wausau was looking at the option of implementing two way traffic on 1st and 3rd Avenue, in particular between Sherman and Thomas Street. This option will negatively affect our traffic flow as well as create safety risks due to crossing oncoming traffic on our truck route. If the Council is seriously considering this option, we'd request the opportunity to meet with the Planning Team so as our concerns are fully known.

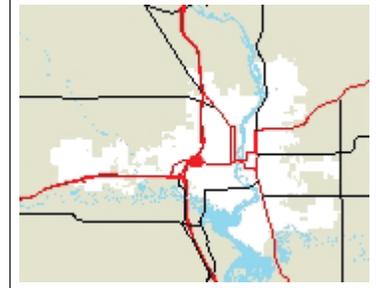
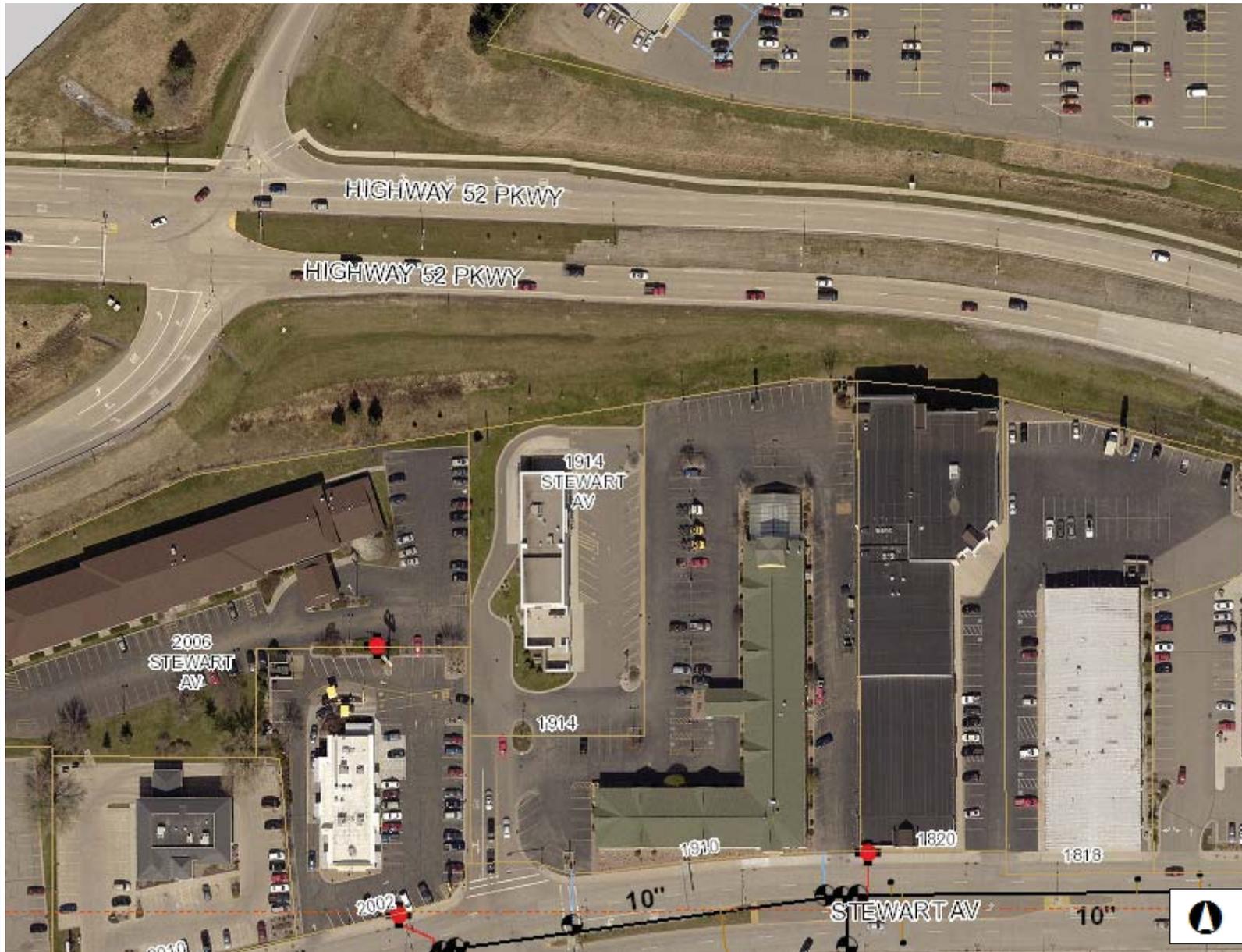
3M sincerely appreciates being a business partner here in the Wausau Community and appreciates your consideration of this matter.

Most Respectfully,

A handwritten signature in black ink, appearing to read 'Ed Piatti'.

Ed Piatti
Plant Manager
IMPD Wausau, WI

AGENDA ITEM
Update on the supply and irrigation for the Highway 52 Parkway Median
BACKGROUND
The HWY 52 median has an irrigation system installed. A water supply line needs to be run to the median to supply the irrigation system. Unfortunately, there is not a close supply of water. Staff has been working with adjacent land owners to secure easements to access private water lines. A map of the area and water supply is attached. Staff will provide an update on easements.
FISCAL IMPACT
Staff is working on updated cost estimates.
STAFF RECOMMENDATION
None, staff will continue to work to find the most cost effective, efficient manner to provide a water service to the irrigation system.
Staff contact: Allen Wesolowski 715-261-6762



Legend

- Parcels
- ▭ Section Lines/Numbers
- Break Leak
 - Break
 - Leak
- ⊕ Fire Hydrant
- Water Reservoir
 - Tank
 - Tower
- Water Well
- Water Valve
 - ⊗ Butterfly Valve
 - Curbstop Valve
 - ⊗ Gate Valve
 - ⊗ Gate Valve with Bypass
 - ⊗ Tapping Valve
- Pressure Reducing Valve
 - Blowoff
 - PRV
- ⊙ Launch
- ⊗ Back Flow Preventor
- Raw Water Main
- Hydrant Lead / Fire Line
 - Fireline
 - Hydrant Lead
- Lateral
 - <all other values>
 - Copper
 - Lead
- Water Main- Pressure System
 - Base Zone
 - East Side High Zone
 - East Side Zone
 - Special Zone
 - Upper West Side Zone
 - West Side Zone
 - Abandoned Water Main

Map Created: 4/2/2015

64.08 0 64.08 Feet



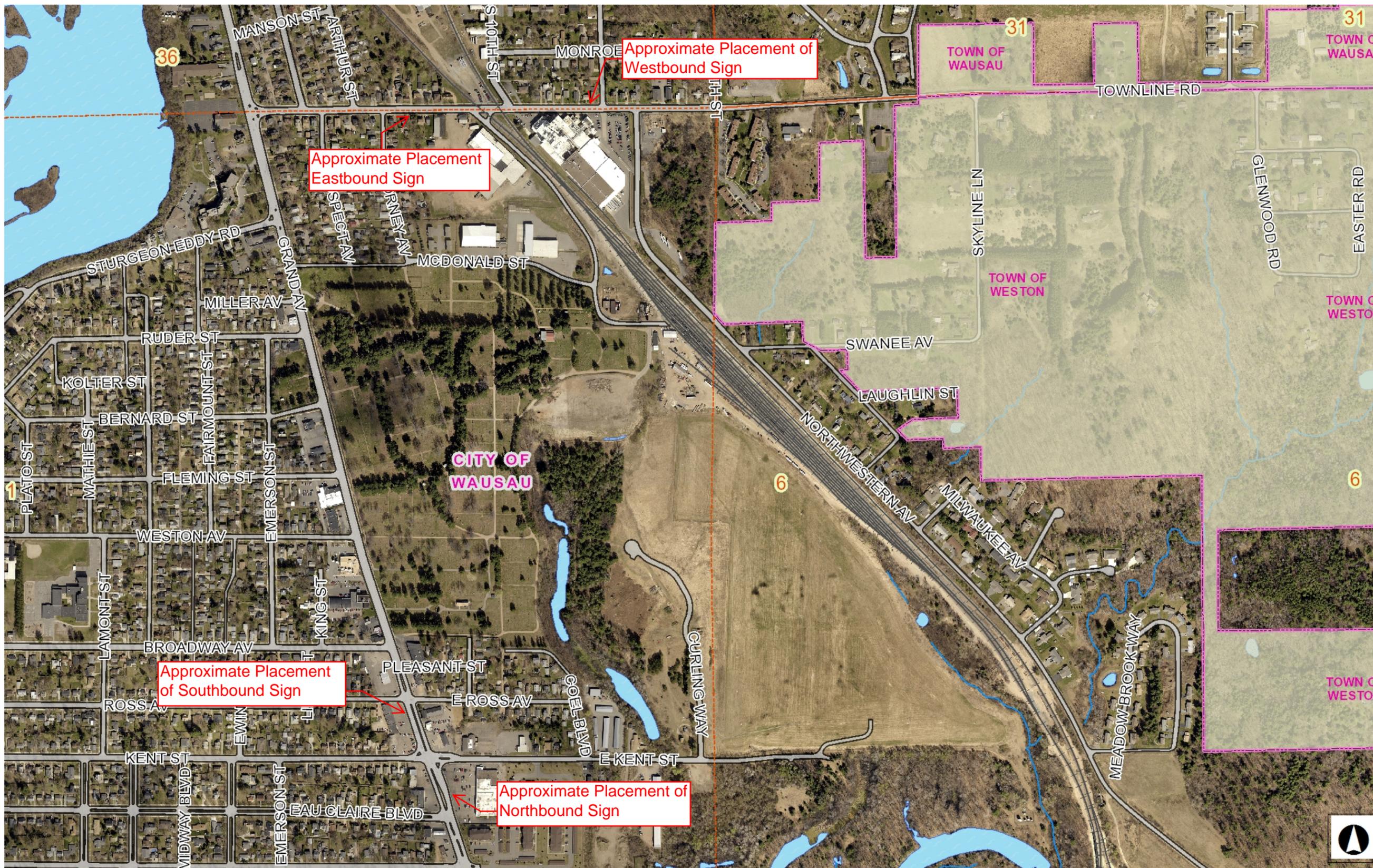
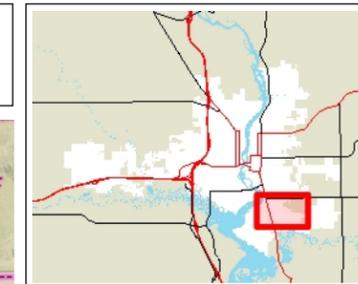
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

User_Defined_Lambert_Conformal_Conic

Notes

AGENDA ITEM
<p>Discussion and possible action regarding the installation of wayfinding signage for the Wausau Curling Club and County Soccer Complex along Townline Road and Grand Avenue.</p>
BACKGROUND
<p>The Wausau Curling Club and Parks Department is requesting the placement of wayfinding signs along Townline Road and Grand Avenue. The signs are being proposed to help direct people to the planned sporting events at the new sporting complexes.</p> <p>A map showing the location of the wayfinding signs along with the City’s Directional/Information Sign Policy is included for your reference.</p>
FISCAL IMPACT
<p>The Curling Club and Parks Department would be responsible to reimburse the City Public Works Department for the time and material to fabricate the signs. The anticipated cost to fabricate four signs is approximately \$600.</p>
STAFF RECOMMENDATION
<p>Staff is looking for direction on whether or not to move forward with the placement of the Sports Complex wayfinding signage.</p>
<p>Staff contact: Sean Gehin 715-261-6748</p>



- Legend**
- Section Lines/Numbers
 - Railroad
 - Bridge
 - Overpass
 - Paved Road
 - Stream - River
 - Pond - Lake



DIRECTIONAL/INFORMATION SIGN POLICY

April, 2006

Informational signs are a benefit for visitors to our community as well as for our citizens. Communities are judged by a number of factors or qualities, including cleanliness, well maintained residential and commercial buildings, well maintained and safe roads, and signage to aid motorists to their destinations. There are a host of items that would measure the status of the quality life, and how progressive and solid any community would be viewed.

Informational signs are utilized in our industrial park, in and around our health campus, in the downtown, and to help locate our schools. Signage needs to be uniform and in good taste.

Churches and other non-profit organizations are located throughout our community and many are not located on the main arterial transportation system. Thus, **on a case-by-case basis**, there may be justification for granting requests to install directional/informational signs to direct visitors to various non-profit entities.

A policy for granting sign requests should follow the following criteria:

- Requesting agency should be non-profit, such as a church, school, civic group.
- Requests should be considered on a case-by-case basis.
- Visibility of the requesting agency should be valid. For example, a church or school on an arterial street would not need a directional sign but would have their own monument-type sign.
- Signs would be provided by the City at cost to ensure uniformity and placement.
- Typically signs will not be provided for private businesses.

AGENDA ITEM

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

BACKGROUND

A previous development agreement involved the construction of a new grandstand at Athletic Park in 2014. The City participated in the plan with the creation of the adjoining Athletic Neighborhood Park. This was Phase I of a plan to upgrade all the spectator facilities in the ball park. The Macdonald Foundation is proposing to undertake the next phase of the plan with replacement of the third base line seating, party deck, concession and restroom facilities. Construction would start in late summer 2015 and be completed by May 2016. As with the Phase I project, the responsibilities of the involved parties are laid out in a Development Agreement and there are associated amendments to the existing 2013 Athletic Park Use Agreement (Attached).

CISM should take particular notice to the following sections as they relate to improvements to the surrounding streets:

Section 1.01: The agreement speaks to improvements to 5th Street which lies on the east side of Athletic Park from Union Avenue, north to the Wilson/Hurd Parking area. Temporary improvements would occur prior to May 1, 2015 which would include striping and signing a pedestrian walk way on the west side of the existing 5th Street and improving the lighting by working with WPS to install lights on the existing electrical poles on 5th Street. Permanent improvements would need to occur prior to May 1, 2016 which would include rebuilding 5th Street from Union Avenue, north to the Wilson/Hurd Parking area to include a permanent sidewalk separated from the driving surface.

Section 1.08: The agreement speaks to improvements to the intersection of 3rd Avenue and East Wausau Avenue. These improvements do not involve any geometric improvements that would require any reconstruction.

See the attached map indicating the areas of for the improvements.

FISCAL IMPACT

The following are estimates of fiscal impacts:

2015: The fiscal impacts for 2015 should be minimal. The striping on 5th Street and at the intersection of 3rd Street/East Wausau Avenue could be done by DPW crews. DPW could also install pedestrian signs at this intersection. Lighting on 5th Street will be supplied by WPS on existing poles. The City will be billed a monthly charge per light fixture.

2016: The estimated cost to reconstruct 5th Street north of Union Avenue to the Wilson Hurd Parking area is \$50,000. Staff would recommend looking at the reconstruction to Nina Avenue which would add approximately \$15,000. This would complete the construction on the entire block of 5th Street. The anticipated cost to add the flashing pedestrian signs is estimated at \$2,500.

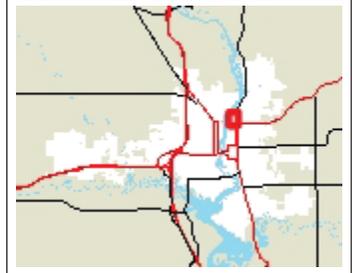
STAFF RECOMMENDATION

None at this time.

Staff contact: Allen Wesolowski 715-261-6762



DPW Mapping System



Legend

- Parcels
- Section Lines/Numbers
- Railroad
- Bridge
- Overpass
- Stream - River
- Pond - Lake
- Wausau Wetland

5th Street
(E Union Ave -Wilson Hurd Lot)

Pedestrian Improvements

Notes



Map Created: 4/6/2015

134.38 0 134.38 Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made this ___ day of _____ 2015, by and between the **City of Wausau**, a municipal corporation of the State of Wisconsin (herein after referred to as “City”) and The **Macdonald Foundation** (f/k/a the Macdonald Family Charitable Trust, hereinafter the “Foundation”) with respect to their mutually beneficial and cooperative continued redevelopment of the facilities located at 324 East Wausau Avenue, Wausau, Wisconsin, commonly known as Athletic Park (hereinafter referred to as “Athletic Park”), and the adjoining neighborhood park located between East Wausau Avenue and East Union Avenue in Wausau, Wisconsin (the “Neighborhood Park”) (Athletic Park and Neighborhood Park are referred to collectively hereafter as the “Combined Premises”).

ARTICLE 1 – CITY OBLIGATIONS

Section 1.01. *Completion of Lighting and Public Walkways Improvements.* As initially agreed in the Development Agreement between City, Foundation, and Macndon, LLC dated May 20, 2013, prior to May 1, 2015, City shall stripe, install pedestrian walkway signage and lighting from Athletic Park to the Wilson-Hurd Parking Area to the north in accordance with lighting plans reasonably approved by the Foundation and Wisconsin College Baseball, Inc. (“WCB”). By May 1, 2016, City will install a sidewalk that is separated from the 5th Street driving surface from Athletic Park to the Wilson-Hurd Parking Area to the north in accordance with plans reasonably approved by the Foundation and WCB.

Section 1.02. *Parking Lot Improvements.* As initially agreed in the Development Agreement between City, Foundation and Macndon, LLC dated May 20, 2013, prior to May 1, 2015, City shall improve and increase in size the Wilson-Hurd Parking Area or alternative parking areas near Athletic Park (including, but not limited to properties acquired in the future by the City) to provide an minimum 198 parking slots in accordance with plans approved by the Foundation and WCB. The parties will further work cooperatively to develop by May 1, 2016, a parking plan for Athletic Park that primarily takes into consideration current and anticipated uses of Athletic Park

Section 1.03. *Bathroom Improvements.* The parties acknowledge that WCB plans to undertake certain alterations and improvements to Athletic Park approximately commencing in September, 2015, including replacement of the third base line bleachers, third base line group outings facility and restrooms (the “Phase 2 Improvements”). The parties acknowledge that these alternations are being undertaken pursuant to that certain Athletic Park Use Agreement, as amended, by and between the City, WCB and Northwoods League, Inc. Prior to June 1, 2016, the City will (subject to the work by WCB noted below) complete, at its sole cost, a construction of the interior portions of the restrooms to be located under the third base line bleachers pursuant to the designs provided by WCB and its contractors and otherwise reasonably acceptable to the City. The parties agree that the City will waive any permitting fees that may be chargeable by the City with respect to the Phase 2 Improvements. The parties acknowledge that the Phase 2 Improvements would not otherwise be contemplated, contracted for, or otherwise be undertaken

by the City and as such, these improvements are not being made in lieu of the City contracting for such improvements.

Section 1.04. *Outfield Improvements.* Prior to May 1, 2017, the City will, at its sole cost, renovate and repair the baseball field outfield of Athletic Park (which work will likely consist of primarily grading, leveling and re-seeding) in accordance with plans approved by the Foundation and WCB.

Section 1.05. *Installation of Outside Foul Ball Warning Signs.* Prior to May 1, 2015, the City will, at its sole cost, install foul ball warning signs outside the stadium perimeter of Athletic Park (a sample of the signage is attached). These signs will be installed on Wausau Avenue (between 5th and 3rd Streets), on 3rd Street (north of Wausau Avenue) and on Union Avenue (across from Neighborhood Park and in handicapped parking areas.) The signs should be of size that can be easily seen by motorists and otherwise reasonably acceptable to WCB.

Section 1.06. *Installation of Inside Foul Ball Warning Signs.* Prior to May 1, 2015, the City will, at its sole cost, install 12 foul ball warning signs inside the stadium perimeter of Athletic Park. The signs will be of approximately 8.5" x 11" or larger (a sample of the signage is attached), in locations reasonably approved by WCB, and otherwise reasonably acceptable to WCB.

Section 1.07. *Third Base Foul Line Utility Work.* Within two (2) weeks following the completion by the Foundation or WCB of the trenching and clean up of the underground utilities along the 3rd base foul line, the City will repair, at its sole cost, the irrigation, warning track and playing field impacted by such utility work.

Section 1.08. *Cross Walk.* Prior to May 1, 2015, the City will, at its sole cost, upgrade the crosswalks at the intersection of E. Wausau Avenue and 3rd Street that will allow fans to cross from East/West and North/South, which work will include restriping and, installation of "Pedestrian Crossing" caution signs in reasonable locations on 3rd Street. Prior to May 1, 2016, the City will, at its sole cost, install pedestrian crossing warning flashers in reasonable locations at the intersection of E. Wausau Avenue and 3rd Street.

ARTICLE 2 – FOUNDATION OBLIGATIONS

Section 2.01 *B-Poles Replacement.* Prior to October 1, 2015, Foundation will cause to be replaced the B-poles for Athletic Park in accordance with City's reasonable requirements, which cost shall be considered a donation to the City by the Foundation.

ARTICLE 3 - MISCELLANEOUS:

Section 3.01 *Condition Precedent.* The City acknowledges that WCB's and Foundation's obligations under this Agreement are contingent upon the City taking, by April 14, 2015, all action necessary by the City to approve this Agreement.

Section 3.02 *Good Faith Efforts.* The parties acknowledge and agree that they have entered into these terms and conditions to establish development relationships intended to be mutually beneficial for both parties. Accordingly, each of the parties will work together and cooperate with each other in implementing the purposes and intents of these terms and conditions and in attempting to resolve any questions and settle any disputes hereunder on a "time is of the essence" basis and resolving all doubtful, questionable, or unclear issues or situations in favor of the efficient and cost-effective completion of the work contemplated herein. In addition, both parties will respond to such matters in good faith and in a cooperative, practical, problem solving manner.

Section 3.03 *Waiver.* Any waiver, alteration, modification, or cancellation of this Agreement will not be valid unless in writing and signed by each of the parties hereto. The waiver by either party of a breach of any provision of this Agreement by the other of them will not operate or be construed as a waiver of any subsequent breach.

Section 3.04 *Notices.* All notices, demands, certificates, or other communications under this Agreement shall be in writing. They shall be deemed given (a) when hand delivered to the address below, (b) when transmitted by facsimile or electronic mail to the number below with electronic confirmation of receipt, or (c) two (2) business days after being mailed by first-class mail, postage prepaid, to the address below. Any party may, by written notice to the other parties, designate a change of address for these purposes.

CITY	City of Wausau Attn: City Attorney 407 Grant Street Wausau, WI 54403
Foundation:	Mark Macdonald, Foundatonee 1561 Gates Avenue Manhattan Beach, CA 90266
With a Copy to	Joseph M. Mella, Esq. Ruder Ware, L.L.S.C. 500 North First Street, Suite 8000 Wausau, WI 54403

Section 3.05 *Successors and Assigns*. This Agreement and the rights and obligations of the parties hereto will inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns.

Section 3.06 *Unenforceability*. If any provision of this Agreement is unenforceable pursuant to applicable law, the same will be severable from the remainder of this Agreement and the remainder of this Agreement will be enforceable to the fullest extent permitted by law.

Section 3.07 *Applicable Law*. This Agreement and all the rights and obligations of the parties hereto with respect thereto will be construed in accordance with, and governed by, the laws of the State of Wisconsin.

Section 3.08 *Further Assurances*. Each of the parties hereto will execute and deliver to the other party hereto such other documents and instruments as may be reasonably required by either party in connection with the performance of this Agreement.

Section 3.09 *Recording*. The parties shall enter into a memorandum or short form of this Agreement, and either party may record the same in the office of the register of deeds for Marathon County, Wisconsin.

Section 3.10 *Counterparts*. This Agreement may be signed in one (1) or more counterpart originals, which, when taken together shall constitute the same original.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the day and year first written above.

MACDONALD FOUNDATION:

By: Mark Macdonald
Its: Trustee

CITY OF WAUSAU:

By: _____
James E. Tipple, Mayor

Attest: _____
Toni Rayala, Clerk

**FIRST AMENDMENT TO
ATHLETIC PARK USE AGREEMENT**

THIS FIRST AMENDMENT TO ATHLETIC PARK USE AGREEMENT (the “Agreement”) is made this ____ day of _____, 2015, by and between the **CITY OF WAUSAU**, a municipal corporation organized pursuant to the laws of the State of Wisconsin (hereinafter called “City”), **NORTHWOODS LEAGUE, INC.**, a Florida corporation (hereinafter called “Northwoods”), and **WISCONSIN COLLEGE BASEBALL, LLC**, a Wisconsin limited liability company (hereinafter called “WCB”).

WITNESSETH:

WHEREAS, City, Northwoods, and WCB are parties to that certain Athletic Park Use Agreement dated May 20, 2013 (the “Original Agreement”); and

WHEREAS, the parties hereto wish to amend the Original Agreement as provided herein;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

Section 1.1 Unless otherwise defined herein, all capitalized terms shall have the meaning given thereto in the Original Agreement.

Section 1.2 “Combined Facilities” shall mean Athletic Park and Neighborhood Park.

ARTICLE 2 - AMENDMENTS

Section 2.1 Term. The Term of the Agreement is hereby extended to December 31, 2038.

Section 2.2 Scheduling Priority. Article II, Section 2 of the Original Agreement is hereby amended by replacing the first sentence thereof with the following:

Have scheduling priority for all baseball related events, including Northwoods League games, conducted at Athletic Park each year.

Section 2.3 Optimist Event. Article II, Section 2 of the Original Agreement is hereby amended by deleting the following sentences:

The Optimist Youth Baseball Tournament, or its successors, shall be allowed use of Athletic Park for one (1) weekend tournament annually, consisting of a Friday-Saturday-Sunday tournament schedule, so long as WCB shall also be allowed to use Athletic Park for one (1) Northwoods League game during said tournament weekend. The parties shall use their best efforts to schedule the Optimist Tournament on the weekend before Father's Day or on one of the two weekends following Father's Day annually.

Section 2.4 Rental Fees. A new Article II, Subsection 3.E. is hereby created in the Original Agreement to read as follows:

E. **Years 2034-2038**. On March 15th, 2034, City will have the ability to "Look Back" at past costs and adjust the annual base rental fee and individual game fee for the 2034 through 2038 seasons if all of the following conditions exist:

- a. 2029-2033 gross revenues from Athletic Park naming rights are less than \$175,000; and
- b. Cumulative change in the CPI has exceeded 55%); and
- c. City and WCB have not been able to attract four Outside Events to Athletic Park; and
- d. Annual gross revenues of WCB exceed \$1,750,000 as confirmed by the President of the Northwoods League.

Section 2.5 Improvements to Athletic Park prior to 2015. Notwithstanding the provisions of Article II, Section 5 of the Original Agreement, all proposals for improvements to Athletic Park heretofore delivered to City and the Department prior to 2015 are hereby deemed approved. Any further improvements or alterations, including those contemplated to be undertaken in 2015, are subject to the provisions of the Original Agreement.

Section 2.6 Non-Baseball Event Use. The first full sentence of Article II, Section 7 of the Original Agreement is hereby amended to read as follows:

Use Athletic Park for college league baseball game purposes and pre-season practice and Allowed Combined Facility Events (as defined herein).

Section 2.7 Allowed Combined Facility Events. For purposes of the Original Agreement, as amended hereby, an "Allowed Combined Facility Event" shall mean any non-baseball event organized and conducted by WCB in the Combined Facilities. Notwithstanding any provisions of the Original Agreement, City hereby permits WCB Scheduling priority for up to ten (10) Allowed Combined Events provided that none of the dates fall between June 1st and August 15th. The scheduling shall be handled in the same manner as baseball game scheduling. If WCB charges admission for an Allowed Combined Facility Event, WCB shall pay to City an event fee equal to the then applicable per game fee. If WCB does not charge admission for an Allowed Combined Facility Event, WCB shall pay an event fee to City in accordance with an

event fee schedule attached hereto; provided, however, that the event fees shall not be increased by the City by more than 3% per year (compounded annually) during the term of this Agreement. All services provided by City to WCB for baseball game events shall also be provided in the same manner for any Allowed Combined Facility Event.

Section 2.8 Use of Neighborhood Park. The first full sentence of Article II, Section 8 of the Original Agreement is hereby amended to read in its entirety as follows:

Not less than three (3) hours before commencement of any games or events, have exclusive use of Neighborhood Park for WCB baseball games and promotional events.

Section 2.9 Telephone Fees. Article II, Section 16 of the Original Agreement is hereby amended by inserting prior to the concluding period the following:

, except for elevator telephone fees, which shall be the sole responsibility of City.

Section 2.10 Article III, Section 1.B. is hereby amended to read as follows:

B. Years 2019-2038. In 2019, 2024, 2029, and 2034 there will be a five-year “look back” at changes in CPI that will be used to determine the maximum percentage of annual change in the annual concession fee for that year and the following four (4) years. The annual fee for such period shall change by the lesser of the adjusted maximum percentage of annual increase or the actual percentage of change in CPI for the prior year. These five-year “look backs” will determine the gross change in CPI between the first and fifth years of the five-year period immediately preceding the adjustment year. The amount of gross change shall be expressed as a percentage. This percentage shall be divided by five. The resulting percentage shall be the maximum percentage of annual change for the corresponding five-year period.

On March 15th of 2019, 2024, 2029, and 2034 City will have the ability to “Look Back” at past concession fees and adjust the current year base concession fee using the same criteria as rental and game fee adjustments further described herein.

Section 2.11 WCB Personal Property. Article II, Section 21 of the Original Agreement is hereby amended in its entirety to read as follows:

WCB Personal Property. Remove all WCB personal property, other than concession facilities and equipment, from the public areas of Athletic Park (except for storage areas, the retail store, office, concession stands, press box and the clubhouse) annually from November 1 through the following April 1, unless specifically exempted in writing by the City. Any WCB property remaining at Athletic Park from November 1 through April 1

shall be left in a clean and orderly condition. WCB will move their personal property as reasonably requested by City for planned maintenance activities. Except as provided for herein, WCB shall not leave or store any personal property in Neighborhood Park, unless specifically exempted in writing by the City. Any WCB personal property used or operated in Neighborhood Park during any WCB-sponsored event shall be removed from Neighborhood Park by 10:00 am the day following such event.

Section 2.12 Athletic Park Maintenance. Article II, Section 22 of the Original Agreement is hereby amended by inserting after the concluding period thereof the following:

Maintenance and upkeep of Athletic Park by the City as required herein will be provided on the same schedule and frequency and at the same standard of quality as provided in 2014.

Section 2.13 Neighborhood Park Maintenance. Article II, Section 23 of the Original Agreement is hereby amended in its entirety to read as follows:

Maintenance of Neighborhood Park. Maintain Neighborhood Park to meet applicable health and safety codes and to support the agreed upon programmatic needs of WCB. Maintenance and upkeep of Neighborhood Park by the City as required herein will be provided on the same schedule and frequency and at the same standard of quality as provided in 2014.

Section 2.14 Utilities. Article II, Section 29 of the Original Agreement is hereby amended in its entirety to read as follows:

Utilities. Provide utilities, including electricity, water and sewer, except as directed elsewhere in the Agreement. The facilities will be winterized on or before November 1 of each year through the following April 1, and the parties acknowledge that all utilities will be shut off to the facilities except for electrical service for security lighting purposes.

Section 2.15 Liquor Sales. Notwithstanding any agreement in the Original Agreement, as amended, to the contrary, City acknowledges that so long as it maintains a liquor duly issued liquor license and is in compliance with all applicable laws and ordinances, WCB will be allowed to sell and provide liquor during any baseball game events within the Group Outing areas above the 3rd base concession stand. During any Allowed Combined Facility Event, WCB will be allowed to sell and provide liquor within Luxury Suites or Group Outings area above the 3rd base Concession Stand; provided, however, that in the event an Allowed Combined Facility Event is conducted as an “invitation only” event, liquor may be sold or provided anywhere within the Combined Facilities.

Section 2.16 Exclusive Access. Notwithstanding any agreement in the Original Agreement, as amended, to the contrary, Neither City nor Department shall allow access to any portion of the Clubhouse, Luxury Suites, 1st and 3rd base Group Outing areas, Concession Stands,

Press Box, Ticket Office, Retail Store and Storage Shed in Athletic Park, except for WCB, City and Department staff without the prior, written consent of WCB.

Section 2.17 Advertising and Naming Rights. Notwithstanding any agreement in the Original Agreement, as amended, to the contrary, the City acknowledges and agrees that WCB may keep all terms and conditions of any agreement with respect to advertising and naming rights confidential and shall be under no obligation to disclose such terms to any party unless otherwise required by law.

ARTICLE 3 - MISCELLANEOUS

Section 3.1 No Additional Fees. Except for the fees and charges imposed on WCB as set forth in the Original Agreement, as amended hereby, or as currently imposed, City will not charge, impose or levy additional fees or charges on WCB for the operations or sales activities in Athletic Park or the Neighborhood Park described in this Agreement, as amended hereby, during the Term of this Agreement.

Section 3.2 No Further Amendments. The terms and conditions of the Original Agreement, except to the extent as modified and amended by this Agreement, shall continue in full force and effect.

Section 3.3 Applicable Law. This Agreement and all the rights and obligations of the parties hereto with respect thereto will be construed in accordance with, and governed by, the laws of the State of Wisconsin.

Section 3.4 Further Assurances. Each of the parties hereto will execute and deliver to the other party hereto such other documents and instruments as may be reasonably required by either party in connection with the performance of this Agreement.

Section 3.5 Counterparts. This Agreement may be signed in one (1) or more counterpart originals, which, when taken together shall constitute the same original.

[DOCUMENT CONTINUES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth above.

WITNESS:

CITY OF WAUSAU

Jim Tipple, Mayor

Toni Rayala, Clerk

**WISCONSIN COLLEGE BASEBALL,
LLC**

By: _____
Mark Macdonald, Owner

NORTHWOODS LEAGUE, INC.

By: _____
Richard R. Radatz, Jr., President

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

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

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

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

Approved:

James E. Tipple, Mayor