



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, August 20, 2015, at 6:30 p.m.

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1. CONSENT AGENDA (Any item can be removed from the Consent Agenda at the request of a Committee member.)
 - A. Approve minutes of the July 9, 2015 meeting.
 - B. Approve Final Resolutions to levy special assessments for 2015 Street Construction Projects.
 - C. Approve Easement from Pine Grove Cemetery for access to the snow dump.
 - D. Approve Easement from Pine Grove Cemetery for placement of a water service.
 2. Update on the current status of Talon Lane and possible action thereon.
 3. Discussion and possible action on County Highway U driveway access.
 4. Discussion and possible action on the preliminary plans and cross section approval for the Thomas Street Project.
 5. Discussion and possible action on Statement of Qualifications for Real Estate Services regarding the Thomas Street Project.
 6. Discussion and possible action on the safety of the intersection of 4th Avenue and Callon Street.
 7. Discussion and possible action on a lease extension with LaMar for the signs located at Bridge Street and 3rd Street.
 8. Discussion and possible action on establishing guidelines/recommendations for tree planting related to street construction projects.
 9. 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.
 10. 2016 CIP Summary.
 11. Future agenda items for consideration.
- Adjourn.

The next regular meeting is scheduled for September 10, 2015.

LISA RASMUSSEN, Chairperson

THIS NOTICE POSTED AT CITY HALL AND FAXED TO CITY PAGES AND DAILY HERALD: August 13, 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, Lew, Vanderwaal, Mella, Eckert, Reinart, Schlindwein, Johnson.

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

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

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

Also Present: Lindman, Lenz, Wesolowski, Gehin, Nutting

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 June 11, 2015 meeting

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

Discussion and possible action on the safety of the intersection of 4th Avenue and Callon Street

Rasmussen stated this issue was brought forward as a result of dialogue with the neighborhood group. The intersection has an odd offset. Signs have been installed to warn traffic to slow down due to the dangerous intersection and stop signs have also been installed. If everyone obeyed the signs, the intersection would be safe. At some point if 4th Avenue or Callon Street are reconstructed, the neighborhood has asked that improvements be made. Lindman met with Brown and Ryan on site regarding Brown's retaining wall and discussion was held on the intersection. The City did make the intersection a four-way stop to help improve the blind intersection. Research could be done to see if accidents have increased or decreased over time. From that information a determination could be made if it should be a CIP project to realign the intersection. Abitz believes a home would have to be acquired to correct the corner but asked if there were other options. Lindman stated additional right-of-way would have to be acquired but without knowing the radius needs he does not know if homes would have to be acquired.

Deb Ryan, 702 Elm Street, stated one perspective is given when driving and another when walking. Brown's retaining wall is 5' to 6' and is coming down on the 4th Avenue side. She relates the area to a cupcake stating all the land is going downhill towards 4th Avenue. This was a City HUD rehabilitation project in 2001 that failed due to a major rain last August. When looking at it from the street it is very deceptive. She questioned if there was a way the City could purchase footage with eminent domain that would cut the cupcake to eliminate this blind intersection. She believes the roads were built around the house, which is 117 years old. The owner would like to stay in her house, but would also like a safer intersection. Traffic from 4th Avenue has to be in the middle of the intersection in order to see traffic coming down the hill. Until you actually look from her yard and see it from the top of the cupcake, you do not get the idea of how important it is and where it should be cut off. Ryan was told this should go to Werth if it is eminent domain and a developer should present the plans. Ryan does not believe it is that complicated. She believes the intersection would have been worse if Clark Street would have been vacated. The intersection was talked about in the neighborhood group because of a serious bicycle and pedestrian accident. Nine months of the year busses use Callon Street to get to 3rd Avenue. She asked if there has to be a fatal accident before fixing the bad intersection.

Mielke stated what Ryan has said is true. He feels going through Planning and Community Development is overboard. Mielke feels there is merit in shaving the corner to make the intersection safer when Callon Street is reconstructed. Rasmussen questioned the pavement ratings for this section of Callon Street and

if it is proposed for reconstruction in the near future. Callon Street from 12th Avenue to 6th Avenue is proposed for improvements in 2016. Staff will look to see if there is cost effectiveness in making the intersection improvements with the 2016 project.

Mielke moved to direct staff to work with the abutting property owner to see if measures can be taken to mitigate the intersection. Kellbach seconded.

Abitz stated there is a four way stop at the intersection. It is difficult for her to comprehend that drivers have a hard time going through the intersection. She feels it is the drivers and not the intersection. She will agree to move forward with staff looking into this matter; however, she feels it is bowing down to drivers that do not want to follow the rules of the road.

Nutting stated anyone can have an accident anywhere in the City by not following the posted signs. He feels we should investigate if there are ways to mitigate the intersection as well as help with the repairs of the wall. However, action has been taken by installing a four way stop and that should take care of the majority of the safety issues. He would be interested in seeing traffic reports of people running the stop sign and being ticketed.

There being a motion and a second, motion to direct staff to work with the abutting property owner to see if measures can be taken to mitigate the intersection carried unanimously 5-0.

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

Bruce Gerland, AECOM, completed a plan in hand field review with staff to look at anticipated impacts. During the field review seven more impacted parcels were identified. Due to the desirable terrace width to fit in the sidewalk, the sidewalk moved back and impacted these additional seven parcels. Therefore there are a total of 15 residential properties and 3 commercial properties that are impacted. Staff is looking for approval of the preliminary plans and cross sections so AECOM can move forward with the right-of-way plat.

Abitz had the opportunity to walk the area with Lindman and Wesolowski. She has issues with moving the sidewalk five feet back between 15th Avenue and 12th Avenue. This will affect homes that were never originally told they would be affected. Some properties will have shorter driveways. Recently she drove the area at night and almost every existing driveway was filled with vehicles to the sidewalk. If five feet is taken from their property, they will not be able to park their cars in their driveway. Or if they have an overnight visitor, the visitor will have to park someplace else. This would be even more difficult in the winter if there is a snow emergency. There is a homeowner on the corner of 12th Avenue and Thomas Street where if they lose five feet there will not be a yard for their child. There are also properties that would have to change their entrance. If the five feet would be taken from the other side of the street it would affect Treu's. However, the Bargender's have been fighting for years for this project to move forward so their property would be acquired. They would be stuck with traffic issues. Abitz does not have any issues with the plans from 11th Avenue to 4th Avenue.

Rasmussen stated that years ago when the street was originally designed, it was identified that even though there are homes not directly in the path there may also be homes that for economic development reasons or for strategic planning reasons we may wish to make offers to. She has talked with Hable of 1110 West Thomas Street. His driveway is twelve feet. If he loses five feet his car will be to the sidewalk. When we first started to plan this project we were concerned with leaving people with short driveways. There is no place for the residents to add a turn around on their driveways and they have to

back into the street. Gerland stated if the five feet is adjusted to the south side it will impact Treu's and parcel 71. Abitz added that the step of parcel 71 would have to be turned and his door frame modified. If the five feet is moved further south, the corner house would have to be purchased. Rasmussen questioned if any of the properties can bear the five feet more so than others. Abitz replied no as they would not have the needed space in their driveway. Rasmussen asked Abitz if her goal was to prevent the purchase of the homes between 12th and 11th Avenues or to cause them to be required to be purchased. Abitz stated if the present design is approved, more homes would have to be looked at for acquisition because they will be losing their driveway. At this time, those property owners are not aware that their driveways would be affected and a public informational meeting would have to be held. The properties on the south side are under the impression their properties will be acquired. Rasmussen noted that the residents between 11th and 12th Avenue, the majority of which have expressed a desire to go, would be in a totally different situation if the road is shifted to the south causing their property to be unaffected.

Gerland stated if the road is moved five feet to the south, the road would be very close to Treu's main entrance. There may be the need for some strip taking from the properties on the north between 12th and 11th Avenues due to the 10th Avenue south right-of-way line having to be held because of a historic property. Rasmussen feels that with whatever direction moves forward, a public informational meeting should be held. She added that the original intent of the GRAEF design was to mitigate the number of acquisitions.

Robert Baumann, 1040½ South 5th Avenue, stated there is a lady who is concerned about running her business, Wausau Oriental Market, on Thomas Street. He added that he has a place to relocate to in Illinois when the house he is living in is torn down. He questioned if the City is obligated to reimburse him for the move. Rasmussen responded that is unknown at this time. There is a specific legal process that needs to be followed once a plat is developed.

Jessica Bargender, 1118 West Thomas Street, stated the original GRAEF called for acquisitions on the south side from 17th Avenue to 12th Avenue. At the corner by Treu's it went to the north with her property being acquired. Hearing that the plan may change upsets her. She has a three year old who likes to play. There is no backyard. She would like the committee to come and sit at her house to see how busy it is and how scary it is as people drive by. Yesterday there was another accident, but the Police Department was not called because there was no damage. There have been cars on her lawn and the area is not safe. If five feet is taken the sidewalk will be at the front of her house and she will lose the yard that she has. She would like a decision made so she can move forward and she would prefer to be bought. It takes ten minutes to get out of her driveway in the morning due to the traffic from Kolbe and Kolbe. She again recommended that the committee sit at her house to understand how busy it is. She is afraid to let her pets and child outside.

Rasmussen stated that Bargender's testimony is well received and she has received similar emotional pleas from others residents. The goal of the design was to minimize the amount of acquisitions. Acquisitions should not be minimized to the point where people are left in or put in harm's way.

Abitz stated from the beginning Thomas Street was supposed to be designed to make it a safer area. The homeowners between 15th and 11th Avenues have issues with entering and exiting their driveways. She comes home after 11:00 p.m. and there is always traffic. It does not matter what time of day. Krist will be opening at the corner of 3rd Avenue and Thomas Street, which will generate more traffic. She stated the need of thinking more of not only the road design but the safety of the homeowners. She said if all are not thinking of the safety of the residents and the City of Wausau then they are in the wrong career field. Rasmussen believed that early on in the design the owner of Treu's would be retiring and the property could be redeveloped. However, since then his children have taken over the business and want to stay.

She asked if a northward shift could be done on that side of the street from 12th or 13th to the east, which should solve some of the safety concerns.

Gisselman asked if all the properties on the north side from the east to 15th Avenue would be acquired if the plan is not changed. Abitz explained if the design is moved five feet to the north, the property owners need to be informed that they will be losing five feet. Rasmussen asked if the shift could happen further east, between 13th Avenue or 12th Avenue. Discussion followed.

Rasmussen stated the goal was to reduce acquisition but not eliminate it and this needs to be done right the first time. Mielke feels for the residents and also wants it done right the first time. He proposed deferring action to next month to take time to do it correctly.

Gerland stated the current layout was based upon the direction given by Council in January. He noted that not everyone will be happy. The plat will show what needs to be purchased to build the roadway. Anything above and beyond that is a different decision. Even with shifting the road there is no guarantee the homes will be touched and require full acquisition. Gisselman stated the shift will make some properties on the south side vulnerable. Those property owners will need to be notified. Rasmussen stated once the design is finalized a public informational meeting should be held.

The committee agreed by consensus to defer action until next month.

Abitz hopes this delay does not cause issues with other property acquisitions from 11th Avenue to the east. Those property owners are under time constraints regarding moving and cannot continually be delayed.

Discussion and possible action on the Request for Proposals for Real Estate Acquisition regarding the Thomas Street Project

Rasmussen stated a defined skill set and knowledge is needed for the acquisition process. Staff does not have a honed enough skill set to take this task on alone. Lindman stated a RFP will give costs but because there is not a fully defined scope and plan in place, he proposes to go out for Statement of Qualifications (SOQ). With a SOQ firms will provide the City with their experience regarding acquisitions. The cost would be determined once the plat is finalized. Staff hopes to have a firm involved by the end of August to initiate the process. This does not mean homeowners will be approached in September as there is a lengthy process to follow before acquisitions happen. Acquisitions are not likely to begin until 2016.

Gisselman moved to approve and move forward with the Statement of Qualifications for real estate acquisitions regarding the Thomas Street Project. Mielke seconded.

Abitz stated originally the purchasing of homes was going to begin in September. There is now another delay. She has never had such a lengthy delay in her constituent's lives. We have constantly put their lives on hold and will again. She does not know how to apologize to her constituents anymore. Rasmussen stated that part of the problem with Thomas Street is that not everything that was done in the past was done by the book or at least there is a perception that it wasn't. We need to make sure it is done right and have the appropriate skill set onboard. She knows the residents are upset with the delay but while the delay is not a positive, having an acquisition expert involved is.

There being a motion and a second, motion to approve and move forward with the Statement of Qualifications for real estate acquisitions regarding the Thomas Street Project carried unanimously 5-0.

Discussion and possible action on County Highway U driveway access

This item was taken out of agenda order.

Wesolowski explained that the owner of 2025 Highway U, Witter Land Properties, has requested that the City consider a driveway access for a possible development. The driveway would exit onto right-of-way that was purchased for the Highway U project and onto the driveway for the adjacent parcel. Wesolowski spoke with the DOT access coordinator regarding this unique situation. The DOT would be likely to permit this with the understanding that there would be an agreement between the two parcels as to maintaining the driveway.

Attorney Robert Reid, Terwilliger Law Firm, represents Mid State Enterprises, Inc. Reid provided a prepared written objection. He noted that the intent for the Witter Property with the reconfiguration of Highway U was for access to be further to the west near the break in the median. Mid State Enterprises, Inc., is the owner of the back end of the property and the owner of the access easement. The easement goes to Highway U. When the City acquired a portion adjacent to Highway U, the access easement was not extinguished. The proposal is to allow another property owner to travel over the access easement owned by Mid State Enterprises. When Highway U was reconstructed, Mid State Enterprises paid for the approach onto Highway U and now the Witter Property would like to use it. The staff recommendation states an agreement should be in place between the property owners. There has been no contact and there is no agreement. He feels it is inappropriate to go forward on the assumption that an agreement can be reached. In the process of reconstructing Highway U there was considerable discussion about the traffic in this easement area and the proximity of the driveway with Arthur Avenue. There is a substantial amount of semi-truck traffic onto the easement area. If this proposal is adopted, the semis would have to turn on top of the access point. The Witter property is in the process of being developed with zoning changes proposed and will create a substantial amount of traffic in an area where there is already a concern of traffic congestion. The property with the large retaining wall is being offered for development. When the property is developed, the traffic will be exiting using Arthur Avenue as well. It is inappropriate to have more traffic exiting at that point. Reid stated again that Mid State is the owner of the easement and objects to the proposal.

Mielke asked if Mid State is willing to negotiate with Witter. Reid stated at this point he is seeking a complete denial. He stated that when the driveway was put in many years ago the suggestion was made to Witter to dedicate a portion for a roadway and Mid State would dedicate a portion for a road, but the suggestion was declined.

Dave Johnson represents Witter Land Properties. They have an opportunity to sell 2.5 acres on the east side of the property. They are asking for access to a piece of land that the City owns. The City purchased the land for \$24,000. A quality business, Marathon Feeds, wishes to relocate to the site. Johnson stated there is another access point to the property, but that was not intended as the only option. They would like the ability to use the property that the City owns. Without that the development may be in question. There would be a minimum amount of traffic. Mielke asked why Johnson has not talked with the adjacent property owners. Johnson has been talking with Roy Mumper for about a month. He had offered to trade a small piece of land for the driveway, but Witter Land Properties rejected that. Johnson stated they want to be a good neighbor and gave them first chance at a piece of land that they are storing product on; however that was declined.

The committee agreed by consensus to defer action to allow the stakeholders time to negotiate.

Roy Mumper, President of Mid State Contracting and investor in the related entity that owns the property, stated he will appear next month to voice opinions.

Jim Borysenko, REI Engineer, was asked to attend to discuss what is appropriate and what is needed to be further looked at from a development perspective and long-term planning approach.

Rasmussen asked for alternatives to be considered if an impasse is determined between the stakeholders so action does not have to be deferred again in August.

Discussion and possible action on proposed street for 2016 Community Development Block Grant Funding

Wesolowski stated the streets proposed for 2016 construction did not include a street that could be considered for Community Development Block Grant Funding. He has looked at the street ratings, the LMI boundary, and conferred with the Sewer and Water Departments. He is proposing adding Chicago Avenue from 2nd Street to 8th Street to the 2016 budget. Gisselman questioned why not continuing to 10th Street. Wesolowski indicated there is new pavement on the block between 8th and 9th Street, but from 9th to 10th is in terrible condition. Gisselman believes if the block between 9th and 10th is in terrible condition that the entire stretch should be proposed for improvements.

Gisselman moved to approve the streets as proposed and allow staff to delineate the length of the project. Abitz seconded and the motion carried unanimously 5-0.

Discussion and possible action on a Second Amendment to the Transportation Project Plat for STH 52, Project ID 6999-03-28

Wesolowski stated that the DOT's consultant is proposing a temporary limited easement that would allow for replacing asphalt at the driveway entrance for the former railroad depot building.

Abitz moved to approve the Second Amendment to the Transportation Project Plat for STH 52, Project ID 6999-03-28. Kellbach seconded and the motion carried unanimously 5-0.

Update on street lighting costs for the 2016 budget

Wesolowski indicated that street lighting costs for Washington Street and 2nd Street have been included in the proposed 2016 budget. It will be the decision of Finance and Council if street lighting will be approved in the budget.

Update on 2015 Street Construction Projects

Gehin indicated that 22nd Avenue (Project A) has not started. The delay is due to the need to acquire right-of-way from ProBuild. Project E consists of 7th Street and East Crocker Street. The contractor has set up temporary water and utility work will start on Monday. Project B consists of 11th Street and Grant Street. 11th Street has started with the installation of underground utilities. Grant Street has not been started but is anticipated to start at the end of July. Project D consists of Flieth Street and the extension of the watermain on 84th Avenue. Work will begin on Flieth Street on Monday. The installation of the 84th Avenue watermain has been completed. The Concrete Pavement Repair Project has been completed. The majority of the base work of the Sidewalk Project has been completed. Sidewalk replacement on McClellan Street between 2nd and 3rd Street will be completed prior to the Chalk Fest. The Asphalt Paving Project will be advertised beginning Monday with completion the middle of August and September. Staff is waiting on a response from the contractor for the STH 52 Irrigation Project with hopes of construction to begin next week. Project C consists of 2nd Avenue and Clark Street. Staff

continues to work through the design. This project may have to be deferred based upon costs and timelines from the utility companies.

Ryan indicated her neighbor, Rick Petzke, is furious about the 2nd Avenue Project and if work does not begin he intends to remove the stakes within two weeks. She does not want a trend to start with neighbors removing stakes. She feels the neighborhood should be provided with an update.

Presentation on street ratings

This item was deferred to the next meeting.

Future agenda items for consideration

No items were offered for future consideration.

Adjourn

Mielke moved to adjourn the meeting. Kellbach seconded and the motion carried unanimously 5-0. Meeting adjourned at approximately 7:00 p.m.

Agenda Item No.

1B

STAFF REPORT TO CISM COMMITTEE – August 20, 2015

AGENDA ITEM

Approve Final Resolutions to levy special assessments for 2015 Street Construction Projects

BACKGROUND

In the fall of each year, the Common Council adopts resolutions to levy special assessments for street construction projects. Special assessments for 2015 street construction projects to be levied this year include the following:

Street Improvements

South 22nd Avenue from Nehring Street to the cul-de-sac
Flieth Street from Park Boulevard to South 11th Avenue

Street Reconstruction

North 7th Street from Spring Street to Crocker Street
Crocker Street from North 7th Street to North 13th Street
Grant Street from Bellis Street to North 10th Street
North 11th Street from McClellan Street to Franklin Street

FISCAL IMPACT

Estimated special assessments:

Street Improvements: \$141,000

Street Reconstruction: \$155,000

STAFF RECOMMENDATION

Staff recommends the resolutions be forwarded to the Common Council to levy the special assessment for the various projects.

Staff contact: Allen Wesolowski 715-261-6762

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

Levying Special Assessments for 2015 Street Improvement Projects

Committee Action:

Fiscal Impact: Estimated special assessments \$141,000

File Number: 15-0104

Date Introduced: September 8, 2015

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

South 22nd Avenue from Nehring Street to the cul-de-sac
Flieth Street from Park Boulevard to South 11th Avenue

WHEREAS, the Engineer's report was filed in the office of the City Clerk; a public hearing was held February 5, 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;

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

2015StImpFinalRes

2015 STREET IMPROVEMENT 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 @ \$ 4.50/lf	Sewer Lateral	Total
FLIETH STREET - PARK BOULEVARD TO SOUTH 11TH AVENUE				@ \$38.00/ft						
1376 South 8th Avenue	Cramer	2807-022-0085	0.00	0.00		0.00			500.00	500.00
1323 South 11th Avenue	Kolbe & Kolbe	2807-022-0167	806.00	30,628.00		0.00			500.00	31,128.00
616 Flieth Street	Rozmenoski	2807-022-0033	90.00	3,420.00		0.00			500.00	3,920.00
703 Flieth Street	Our Savior's	2807-022-0162	266.00	10,108.00		0.00			500.00	10,608.00
704 Flieth Street	Ringwelski	2807-022-0034	90.00	3,420.00		0.00			500.00	3,920.00
706 Flieth Street	Kolbe & Kolbe	2807-022-0035	60.00	2,280.00		0.00			500.00	2,780.00
707 Flieth Street	Herzog	2807-022-0119	98.00	3,724.00		0.00			500.00	4,224.00
715 Flieth Street	Billgee LLP	2807-022-0120	120.00	4,560.00		0.00			500.00	5,060.00
805 Flieth Street	Wausau XYZ Corp	2807-022-0981	445.00	16,910.00		0.00			500.00	17,410.00
901 Flieth Street	Witter	2807-022-0983	192.00	7,296.00		0.00			500.00	7,796.00
1003 Flieth Street	City of Wausau	2807-022-0989	0.00	0.00		0.00			500.00	500.00
182 Park Boulevard	Woellner	2807-022-0032	54.40	2,067.20		0.00			500.00	2,567.20
SOUTH 22ND AVENUE - NEHRING STREET TO THE CUL-DE-SAC				@ \$15.00/ft						
503 South 22nd Avenue	Wimmer	2907-342-0084	64.00	960.00		0.00			500.00	1,460.00
505 South 22nd Avenue	Louze / Bacher	2907-342-0083	64.00	960.00		0.00			500.00	1,460.00
603 South 22nd Avenue	Wierzba	2907-342-0103	66.70	1,000.50		0.00			500.00	1,500.50
604 South 22nd Avenue	Nesbitt	2907-342-0106	66.70	1,000.50		0.00			500.00	1,500.50
605 South 22nd Avenue	Ellison	2907-342-0102	66.70	1,000.50		0.00			500.00	1,500.50
606 South 22nd Avenue	Meverden	2907-342-0107	66.70	1,000.50		0.00			500.00	1,500.50
607 South 22nd Avenue	Dehnel	2907-342-0101	66.70	1,000.50		0.00			500.00	1,500.50
608 South 22nd Avenue	Baptist	2907-342-0108	66.70	1,000.50		0.00			500.00	1,500.50
609 South 22nd Avenue	Laffin	2907-342-0100	66.70	1,000.50		0.00			500.00	1,500.50
610 South 22nd Avenue	Treu	2907-342-0109	66.70	1,000.50		0.00			500.00	1,500.50
611 South 22nd Avenue	Sosinsky	2907-342-0099	66.70	1,000.50		0.00			500.00	1,500.50
612 South 22nd Avenue	Rhyner	2907-342-0110	66.70	1,000.50		0.00			500.00	1,500.50
613 South 22nd Avenue	Zunker	2907-342-0098	66.70	1,000.50		0.00			500.00	1,500.50
614 South 22nd Avenue	Reissmann	2907-342-0111	66.70	1,000.50		0.00			500.00	1,500.50
615 South 22nd Avenue	Gilles	2907-342-0097	66.70	1,000.50		0.00			500.00	1,500.50
616 South 22nd Avenue	Britten	2907-342-0112	66.70	1,000.50		0.00			500.00	1,500.50
617 South 22nd Avenue	Waldhauser	2907-342-0096	66.70	1,000.50		0.00			500.00	1,500.50
701 South 22nd Avenue	Amundsen	2907-342-0045	60.00	900.00		0.00			500.00	1,400.00
703 South 22nd Avenue	Vang / Lor	2907-342-0046	60.00	900.00		0.00			500.00	1,400.00
705 South 22nd Avenue	Gassner	2907-342-0047	60.00	900.00		0.00			500.00	1,400.00
729 South 24th Avenue (\$38)	LN Real Estate LLC	2907-342-0983	120.00	4,560.00		0.00			500.00	5,060.00
2107 Helmke Street	Pike	2907-342-0044	60.00	900.00		0.00			500.00	1,400.00

Address	Name	Key No.	Assessable Footage	Street Assmt	Dr Appr Footage	Assmt @ \$ ___/sf	Sidewalk Footage	Assmt @ \$ 4.50/lf	Sewer Lateral	Total
2202 Helmke Street	Bjortvedt	2907-342-0113	66.70	1,000.50		0.00			500.00	1,500.50
2205 Stewart Avenue (\$38)	2205 Stewart Ave LLC	2907-342-0137	201.80	7,668.40		0.00			500.00	8,168.40
2102 Wegner Street	Howard Trust	2907-342-0081	0.00	0.00		0.00			500.00	500.00
2103 Wegner Street	Buttke	2907-342-0104	66.70	1,000.50		0.00			500.00	1,500.50
2201 Wegner Street	Puerner	2907-342-0105	66.70	1,000.50		0.00			500.00	1,500.50
2204 Wegner Street	Seehafer	2907-342-0118	64.00	960.00		0.00			500.00	1,460.00

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

Levying Special Assessments for 2015 Street Reconstruction Projects

Committee Action:

Fiscal Impact: Estimated special assessments \$155,000

File Number: 15-0105

Date Introduced: September 8, 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 streets during 2015:

North 7th Street from Spring Street to Crocker Street
Crocker Street from North 7th Street to North 13th Street
Grant Street from Bellis Street to North 10th Street
North 11th Street from McClellan Street to Franklin 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;

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

2015StReconFinalRes

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

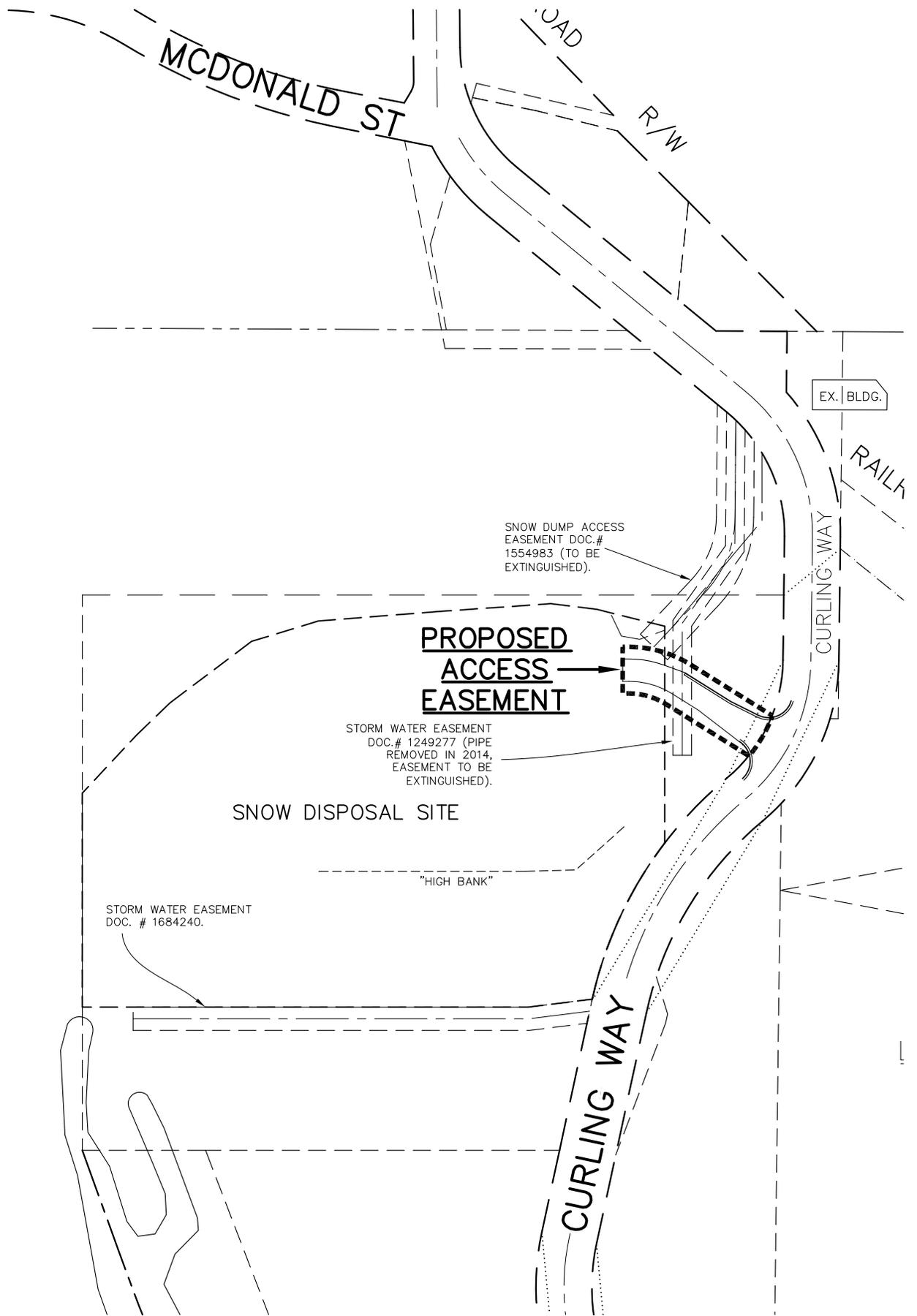
Address	Name	Key No.	Assessable Footage	Street Assmt	Dr Appr Footage	Assmt @ ____/sf	Sidewalk Footage	Assmt @ \$ ____/lf	Sewer Lateral	Total
NORTH 7TH STREET - SPRING STREET TO CROCKER STREET				@ \$22.80						
3209 North 7th Street	Romang	2907-241-0027	100.00	2280.00					500.00	2,780.00
3222 North 7th Street	Jones	2907-241-0002	283.70	6468.36					500.00	6,968.36
3223 North 7th Street	Majewski	2907-241-0026	200.00	4560.00					500.00	5,060.00
3225 North 7th Street	Brzeski	2907-241-0025	162.00	3693.60					500.00	4,193.60
3234 North 7th Street	Grimm	2907-241-0001	135.00	3078.00					500.00	3,578.00
620 Spring Street	Stacker	2907-241-0004	160.20	3652.56					500.00	4,152.56
706 Spring Street	Schiller	2907-241-0028	100.00	2280.00					500.00	2,780.00
CROCKER STREET - NORTH 7TH STREET TO NORTH 13TH STREET				@ \$22.80						
3333 North 6th Street	Schoeb	2907-241-0992	222.00	5061.60					500.00	5,561.60
3250 North 8th Street	Johnson	2907-241-0212	139.00	3169.20					500.00	3,669.20
3222 North 10th Street	Mullen	2907-241-0030	42.00	957.60					500.00	1,457.60
3223 North 12th Street	Ocker	2907-241-0175	100.50	2291.40					500.00	2,791.40
3303 North 12th Street	Lamont	2907-241-0179	0.00	0.00					500.00	500.00
707 East Crocker Street	McCarty	2907-241-0020	198.00	4514.40					500.00	5,014.40
720 East Crocker Street	Sorenson	2907-241-0991	190.00	4332.00					500.00	4,832.00
729 East Crocker Street	Mudrovich	2907-241-0021	100.00	2280.00					500.00	2,780.00
730 East Crocker Street	Lattimer	2907-241-0990	315.00	7182.00					500.00	7,682.00
1004 East Crocker Street	Johnson Trust	2907-241-0077	90.00	2052.00					500.00	2,552.00
1005 East Crocker Street	Melim	2907-241-0070	130.00	2964.00					500.00	3,464.00
1010 East Crocker Street	Schroeder	2907-241-0076	100.00	2280.00					500.00	2,780.00
1015 East Crocker Street	Austin	2907-241-0071	125.00	2850.00					500.00	3,350.00
1018 East Crocker Street	Coulson	2907-241-0074	100.00	2280.00					500.00	2,780.00
1024 East Crocker Street	Sether	2907-241-0075	90.00	2052.00					500.00	2,552.00
1025 East Crocker Street	Norgord	2907-241-0072	0.00	0.00					500.00	500.00
1106 East Crocker Street	Mussell	2907-241-0101	40.00	912.00					500.00	1,412.00
1111 East Crocker Street	Rosemurgy	2907-241-0138	190.00	4332.00					500.00	4,832.00
1115 East Crocker Street	Klinner	2907-241-0137	40.00	912.00					500.00	1,412.00
1116 East Crocker Street	Porter	2907-241-0100	75.00	1710.00					500.00	2,210.00
1122 East Crocker Street	Wade	2907-241-0099	0.00	0.00					500.00	500.00
1209 East Crocker Street	Pitzo	2907-241-0176	91.00	2074.80					500.00	2,574.80
1212 East Crocker Street	Michalec	2907-241-0178	120.00	2736.00					500.00	3,236.00
1215 East Crocker Street	Darnell	2907-241-0174	91.00	2074.80					500.00	2,574.80
1222 East Crocker Street	Lehman	2907-241-0177	0.00	0.00					500.00	500.00
1225 East Crocker Street	Thao	2907-241-0173	100.00	2280.00					500.00	2,780.00

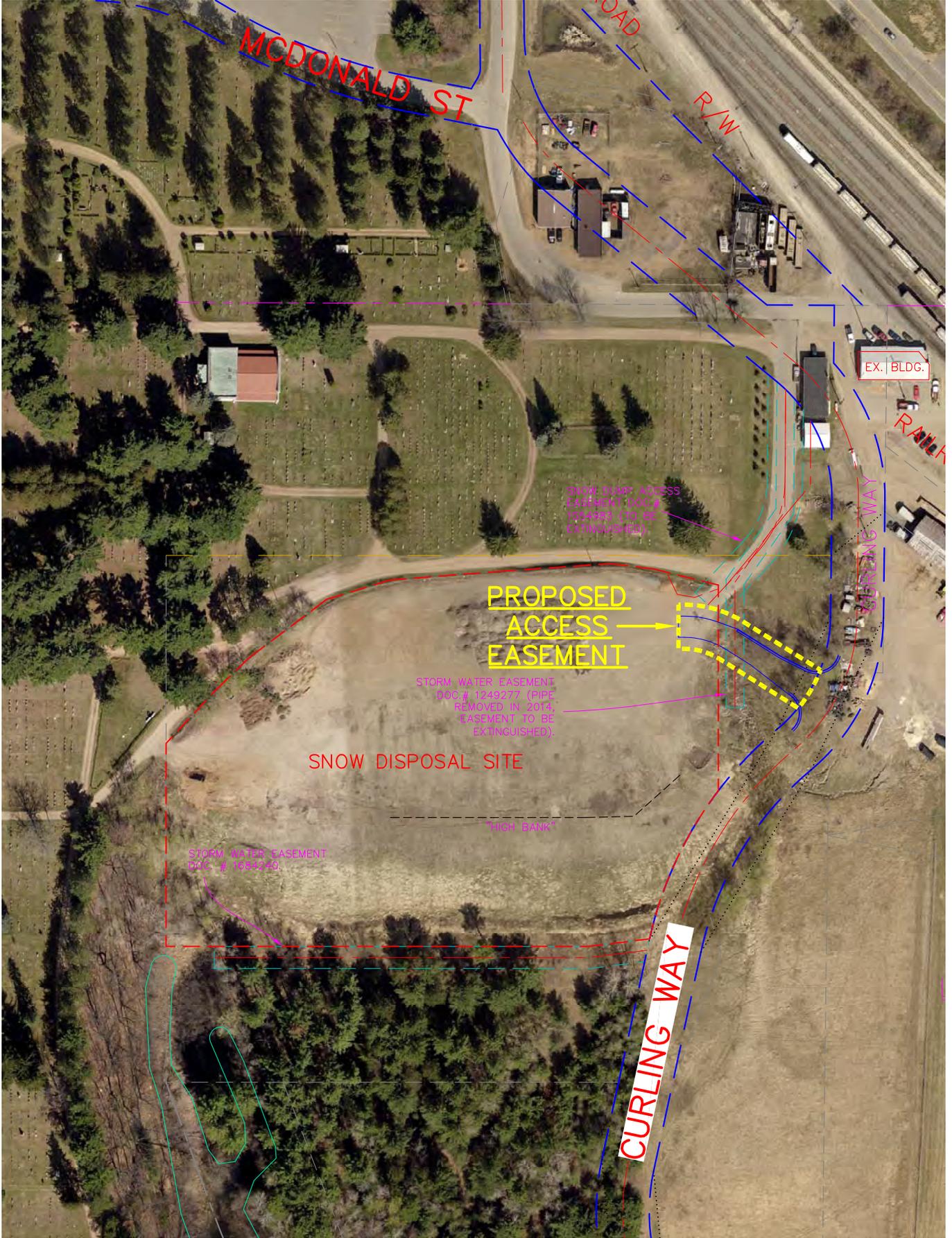
Address	Name	Key No.	Assessable Footage	Street Assmt	Dr Appr Footage	Assmt @ ____/sf	Sidewalk Footage	Assmt @ \$ ____/lf	Sewer Lateral	Total
GRANT STREET - BELLIS STREET TO NORTH 10TH STREET				@ \$22.80						
801 Grant Street	Blaser	2907-254-0137	93.00	2120.40					500.00	2,620.40
802 Grant Street	2008 Grant Street LLC	2907-254-0120	51.00	1162.80					500.00	1,662.80
806 Grant Street	Holster	2907-254-0119	60.00	1368.00					500.00	1,868.00
807 Grant Street	Heil	2907-254-0139	59.70	1361.16					500.00	1,861.16
810 Grant Street	Klapperich	2907-254-0118	60.00	1368.00					500.00	1,868.00
811 Grant Street	Utecht	2907-254-0140	60.00	1368.00					500.00	1,868.00
812 Grant Street	Jordan	2907-254-0117	60.00	1368.00					500.00	1,868.00
906 Grant Street	Kline	2907-254-0130	0.00	0.00					500.00	500.00
915 Grant Street	Rothweiler	2907-254-0131	68.00	1550.40					500.00	2,050.40
916 Grant Street	Macco	2907-254-0129	90.00	2052.00					500.00	2,552.00
924 Grant Street	Johnkoski Rev. Trust	2907-254-0128	30.00	684.00					500.00	1,184.00
609 Gray Place	Schuurman	2907-254-0132	0.00	0.00					500.00	500.00
707 Gray Place	Reif	2907-254-0127	125.00	2850.00					500.00	3,350.00
616 LaSalle Street	Eldred Trust	2907-254-0141	60.00	1368.00					500.00	1,868.00
704 LaSalle Street	Ross	2907-254-0116	60.00	1368.00					500.00	1,868.00
NORTH 11TH STREET - MCCLELLAN STREET TO FRANKLIN STREET				@ \$22.80						
610 North 11th Street *	Bradford	2907-254-0334	73.00	1664.40	186.11				500.00	2,164.40
614 North 11th Street *	Woodruff	2907-254-0196	75.00	1710.00	160.48				500.00	2,210.00
622 North 11th Street *	Wulf	2907-254-0195	105.00	2394.00	245.20				500.00	2,894.00
708 North 11th Street *	Doering	2907-254-0194	130.00	2964.00	460.15				500.00	3,464.00
714 North 11th Street *	Smith	2907-254-0193	110.00	2508.00	264.98				0.00	2,508.00
1014 McClellan Street *	Lacy	2907-254-0335	107.00	2439.60	199.80				500.00	2,939.60
1102 McClellan Street	Leigh Yawkey	2907-254-0203	300.00	6840.00	0.00				500.00	7,340.00

* = Existing concrete drive approach to be assessed at 50%.

2015StRec

AGENDA ITEM
Approve Easement from Pine Grove Cemetery for access to the snow dump
BACKGROUND
<p>The extension of Curling Way in 2014 allowed for the construction of the new driveway off of Curling Way into the snow dump from the east. Previously the City accessed the snow dump from an existing driveway off of Junction Street to the north. Pine Grove Cemetery was in favor of this new driveway location which allows for the expansion of their cemetery to the east.</p> <p>In addition, due to the extension of Curling Way, the City was able to relocate an existing public storm sewer that was located underneath the old driveway into the new roadway. The City in the near future will be extinguishing the old driveway access and storm sewer easements across Pine Grove Cemetery property.</p> <p>Prior to extinguishing the old driveway access, the City will need to acquire a new access easement for the new driveway location. The easement will extend from the Curling Way right-of-way east to the snow dump. See attached maps. In addition an easement will be pursued from Pine Grove Cemetery for a recently placed water service that will be used to rinse City equipment. The recently placed water service was previously authorized by the Cemetery.</p>
FISCAL IMPACT
There are no fiscal impacts anticipated.
STAFF RECOMMENDATION
Authorize City staff to acquire new access easement and approval of said easement.
Staff contact: Sean Gehin 715-261-6748





EASEMENT AGREEMENT

THIS INDETURE made this ____ day of _____, 2015, by and between the WAUSAU CEMETERY ASSOCIATION, Grantor, and the CITY OF WAUSAU, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, Grantee;

WITNESSETH:

That in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, receipt of which is hereby acknowledged, Grantor, has this day conveyed, transferred, and delivered unto Grantee a permanent easement and right-of-way and perpetual right to enter upon the real estate hereinafter described at any time to allow Grantee ingress and egress to the disposal site currently located on the east end of the Grantor's premises.

This permanent easement shall cease upon termination of the disposal agreement dated September 12, 2001, a copy of which is attached hereto.

The permanent easement and perpetual right of entry is described as follows:

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

A 50 foot strip of land centered on the following described centerline;

Commencing at the East ¼ corner of said Section 1; thence North 21°23'51" West, 933.85 feet to the Westerly right-of-way of Curling Way, the point of beginning of said centerline;

Thence North 57°58'23" West, 106.00 feet; thence along the arc of a curve to the left, having a chord bearing of North 73°59'12" West and a chord distance of 55.17 feet and a radius of 100.00'; thence North 90°00'00" West, 7.00 feet to the end of said centerline.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss or claim which may arise from the existence, use, and/or maintenance of said permanent easement. Grantee also agrees that it will bear any and all cost for the construction, maintenance or repair of said access road. No buildings or structures except surface improvements such as bituminous concrete pavement (asphalt) shall be constructed upon or across the permanent easement lands.

Grantor covenants that it is lawfully seized and possessed of the real estate above described and that it will defend the title thereto against the lawful claims of all persons whomsoever.

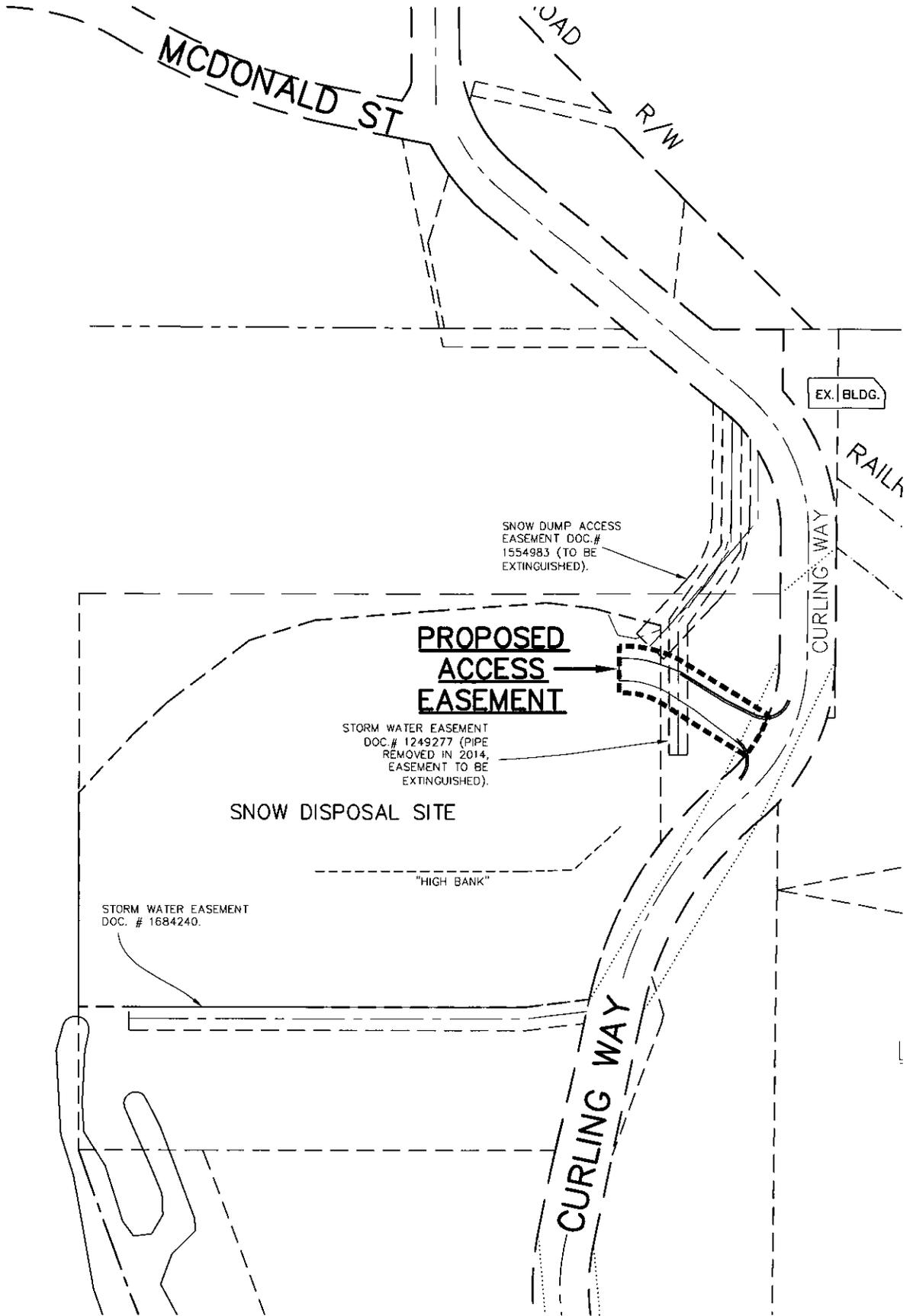
This agreement shall run with the land, encumbering the property encompassed by the easement in perpetuity, and shall be binding upon and shall enure to the benefit of the parties hereto and to their respective successors and assigns.

Recording Area

Name and Return Address

City of Wausau Attorney's Office
407 Grant Street
Wausau, WI 54403

PIN: 37.291.4.2807.011.0910



Document No.

TERMINATION OF EASEMENT

Document Title

THIS AGREEMENT made this ____ day of _____, 2015, by and between the WAUSAU CEMETERY ASSOCIATION, hereinafter referred to as "GRANTOR," and the CITY OF WAUSAU, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, hereinafter referred to as 'GRANTEE;"

WITNESSETH:

WHEREAS, on August 17, 2009, GRANTOR AND GRANTEE entered into an agreement whereby GRANTOR granted to GRANTEE a permanent easement and right-of-way and perpetual right to enter upon the real estate hereinafter described at any time to allow GRANTEE ingress and egress to the disposal site currently located on the east end of the GRANTOR'S premises; and

WHEREAS, a disposal agreement dated September 12, 2001, and attached to that easement, was executed; and

WHEREAS, the original easement stated that the permanent easement shall cease upon termination of the disposal agreement, which expires September 12, 2016; and

WHEREAS, the roadway to the subject property has been redesigned and a new easement will be executed; and

WHEREAS, the area affected by this termination is described by a legal description, which is attached.

NOW, THEREFORE, the parties hereto agree as follows:

That the easement agreement between the parties dated August 17, 2009, and recorded in the Office of the Register of Deeds for Marathon County, Wisconsin, on October 20, 2009, as Document No. 1554983, is hereby extinguished, and all terms and provisions of the agreement shall hereinafter become null and void, with the exception of any insurance and hold harmless provisions which shall remain in effect as necessary.

Recording Area

Name and Return Address:

City of Wausau Attorney's Office
407 Grant Street
Wausau WI 54403

Charge City of Wausau

PIN: 291.2807.011.0927

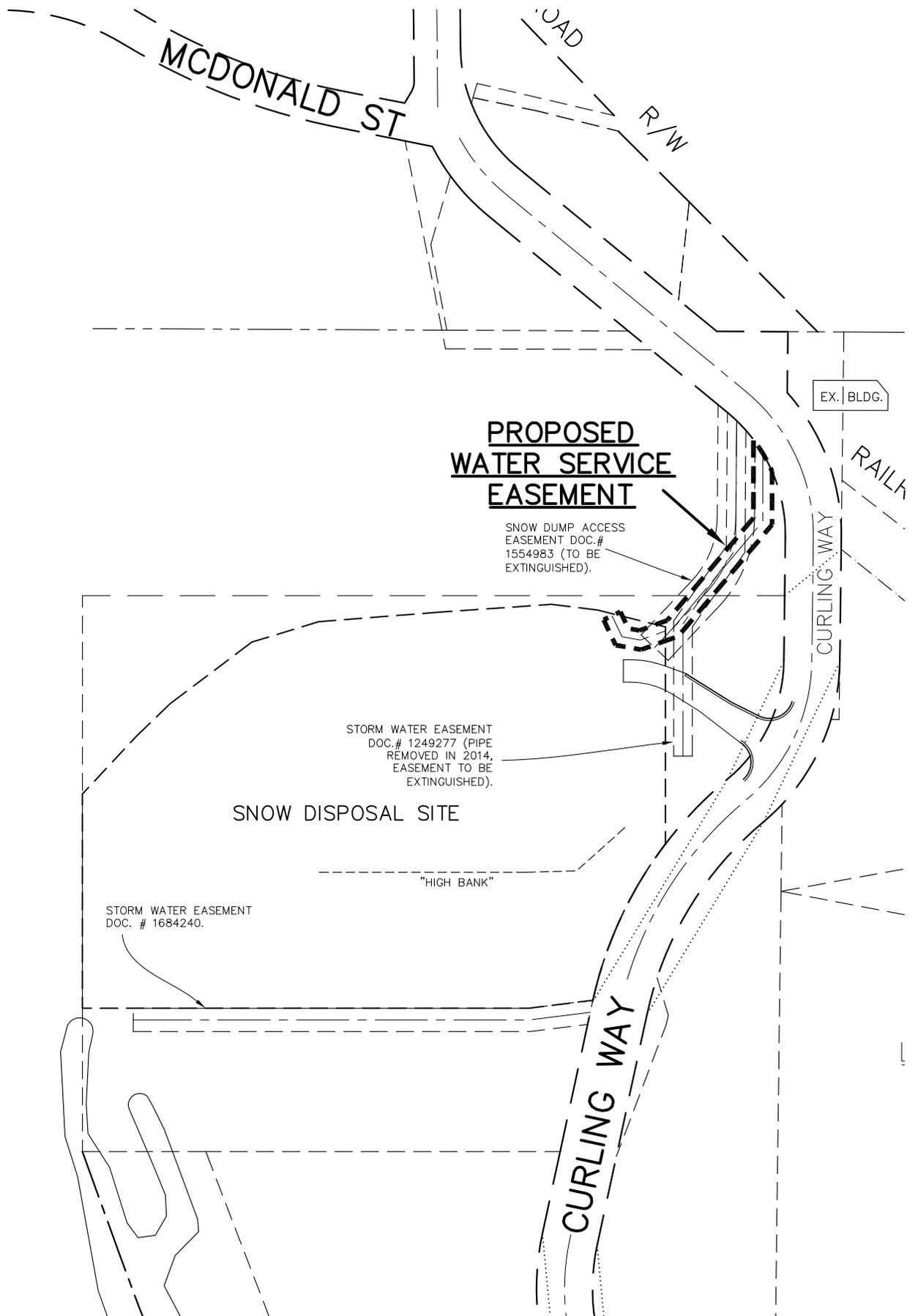
The permanent easement and perpetual right of entry is described as follows:

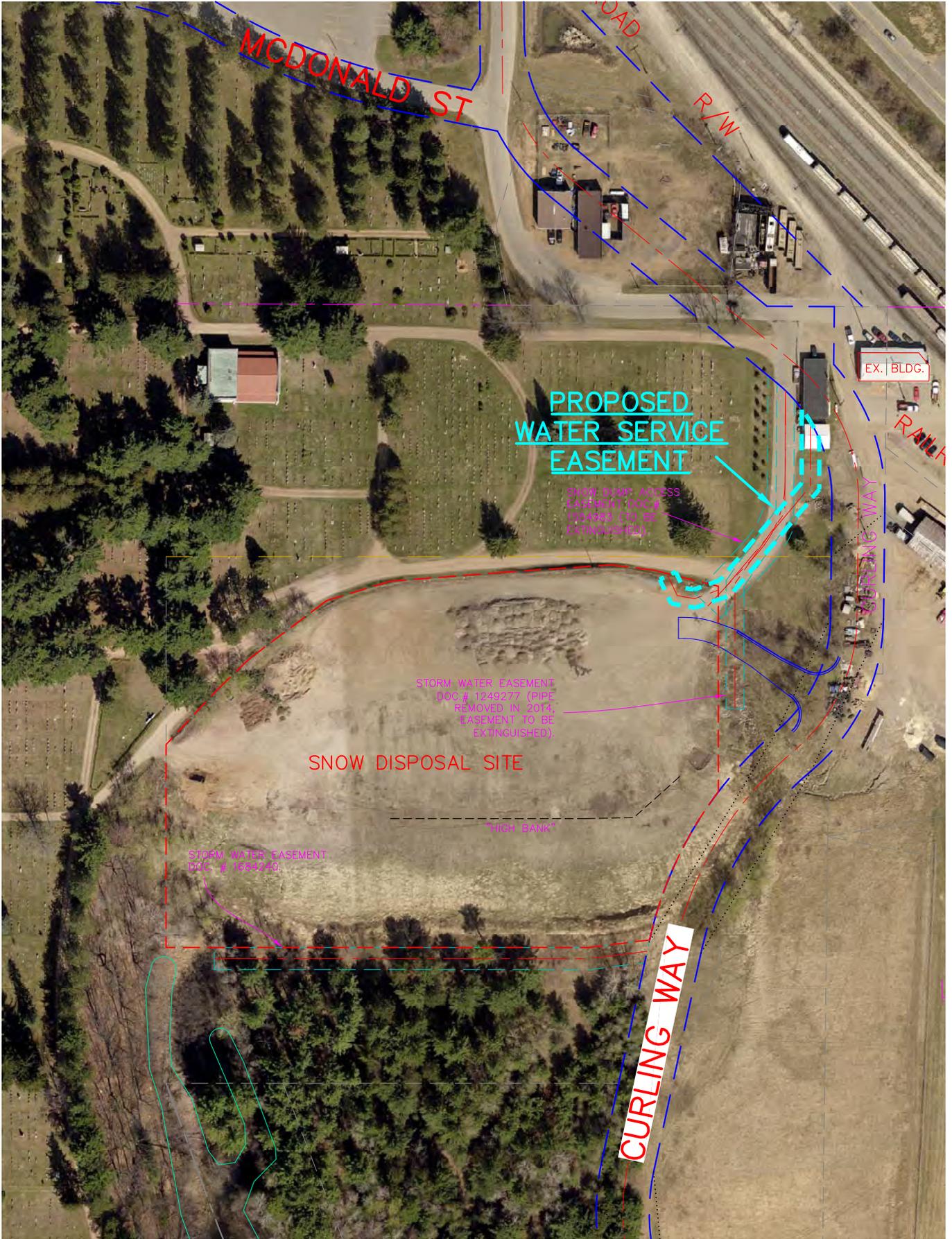
Part of the SE¼ of the NE¼, Section 1, Township 28 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

A 40-foot wide strip of land centered on the following described centerline;

Commencing at the Northeast corner of said Section 1; thence S89°34'37"W, along the North line of said NE¼, 2645.85 feet, to the Northwest corner of said NE¼; thence S42°17'22"E, 1182.73 feet, to the Southwest corner of Certified Survey Map No. 64 recorded in the office of Register of Deeds for Marathon County in Volume 1 of Certified Survey Maps on Page 94; thence S88°31'44"E, along the Southerly line of said Certified Survey Map No. 64, 760.18 feet; thence continuing along said Southerly line and along the arc of a curve to the left having a main chord bearing of S65°56'44"E, and a chord length of 280.77 feet and a radius of 675.78 feet; thence continuing along said Southerly line S78°33'44"E, 131.10 feet; thence continuing along said Southerly line S00°20'44"E, 41.88 feet, to the Westerly line of Certified Survey Map No. 6203 recorded in the office of Register of Deeds for Marathon County in Volume 23 of Certified Survey Maps on Page 31; thence S16°15'27"W, along said Westerly line, 28.04 feet; thence S10°58'58"E, 73.10 feet; thence along the arc of a curve to the left having a main chord bearing of S50°17'43"E, and a chord distance of 114.04 feet and a radius of 90.00 feet, to a line 20 foot Northerly of and parallel with the South line of the NE¼ of said NE¼; thence S89°36'28"E, along said parallel line, 245.84 feet; thence S00°23'32"W, 40.00 feet, to a line 20 foot Southerly of and parallel with said South line of the NE¼ of the NE¼; thence N89°36'28"W, along said parallel line, 39.50 feet, to the point of beginning of said centerline; thence S00°28'W, 180 feet; thence S35°09'W, 98 feet; thence along the arc of a curve to the right have a chord bearing of S21°47'52"W, and a chord distance of 87.30 feet and a radius of 120 feet; thence S43°07'44"W, 80 feet to the end of said centerline.

AGENDA ITEM
Approve Easement from Pine Grove Cemetery for placement of a water service
BACKGROUND
<p>The extension of Curling Way in 2014 allowed for the construction of the new driveway off of Curling Way into the snow dump from the east. Previously the City accessed the snow dump from an existing driveway off of Junction Street to the north. Pine Grove Cemetery was in favor of this new driveway location which allows for the expansion of their cemetery to the east.</p> <p>In addition, due to the extension of Curling Way, the City was able to relocate an existing public storm sewer that was located underneath the old driveway into the new roadway. The City in the near future will be extinguishing the old driveway access and storm sewer easements across Pine Grove Cemetery property.</p> <p>Prior to extinguishing the old driveway access, the City will need to acquire a new access easement for the new driveway location. The easement will extend from the Curling Way right-of-way east to the snow dump. See attached maps. In addition an easement will be pursued from Pine Grove Cemetery for a recently placed water service that will be used to rinse City equipment. The recently placed water service was previously authorized by the Cemetery.</p>
FISCAL IMPACT
There are no fiscal impacts anticipated.
STAFF RECOMMENDATION
Authorize City staff to acquire new access easement and approval of said easement.
Staff contact: Sean Gehin 715-261-6748





EASEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2015, by and between WAUSAU CEMETERY ASSOCIATION, Grantor, and the CITY OF WAUSAU, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, Grantee;

WITNESSETH:

That in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, receipt of which is hereby acknowledged, Grantor, has this day conveyed, transferred, and delivered unto Grantee a permanent easement and right-of-way and perpetual right to enter upon the real estate hereinafter described at any time to construct, reconstruct, maintain, inspect and/or repair a water line which may be constructed through and under the lands hereinafter described.

The permanent easement and perpetual right of entry is described as follows:

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

A 20 foot strip of land centered on the following described centerline;

Commencing at the East ¼ corner of said Section 1; thence North 16°10'35" West, 1222.96 feet to the Westerly right-of-way of Curling Way, the point of beginning of said centerline;

Thence South 0°00'00" East, 73.00 feet; thence South 40°00'00" West, 150.00 feet; thence South 70°00'00" West, 37.00 feet; thence North 80°00'00" West, 20.00 feet; thence North 25°00'00" West, 25.00 feet to the end of said centerline.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss, or claims which may arise from the existence, use, and/or maintenance of said permanent easement. Grantee further agrees that it will attempt to return the disturbed lands subject to this easement to a similar condition which existed prior to the construction.

No buildings or structures except surface improvements such as, but not limited to, asphalt pavement, sidewalk, curb and gutter, etc. shall be constructed upon or across the permanent easement lands; nor shall large trees be planted upon the permanent easement lands, but small trees and shrubs not exceeding approximately eight feet in height at maturity are permitted.

Grantor covenants that it is lawfully seized and possessed of the real estate above described and that it will defend the title thereto against the lawful claims of all persons whomsoever.

This agreement shall run with the land, encumbering the property encompassed by the easement in perpetuity, and shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

Recording Area

Name and Return Address

City of Wausau Attorney's Office
407 Grant Street
Wausau, WI 54403

PIN: 291-2807-011-0910

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

CITY OF WAUSAU BY:

WAUSAU CEMETERY ASSOCIATION BY:

James E. Tipple, Mayor

Toni Rayala, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

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

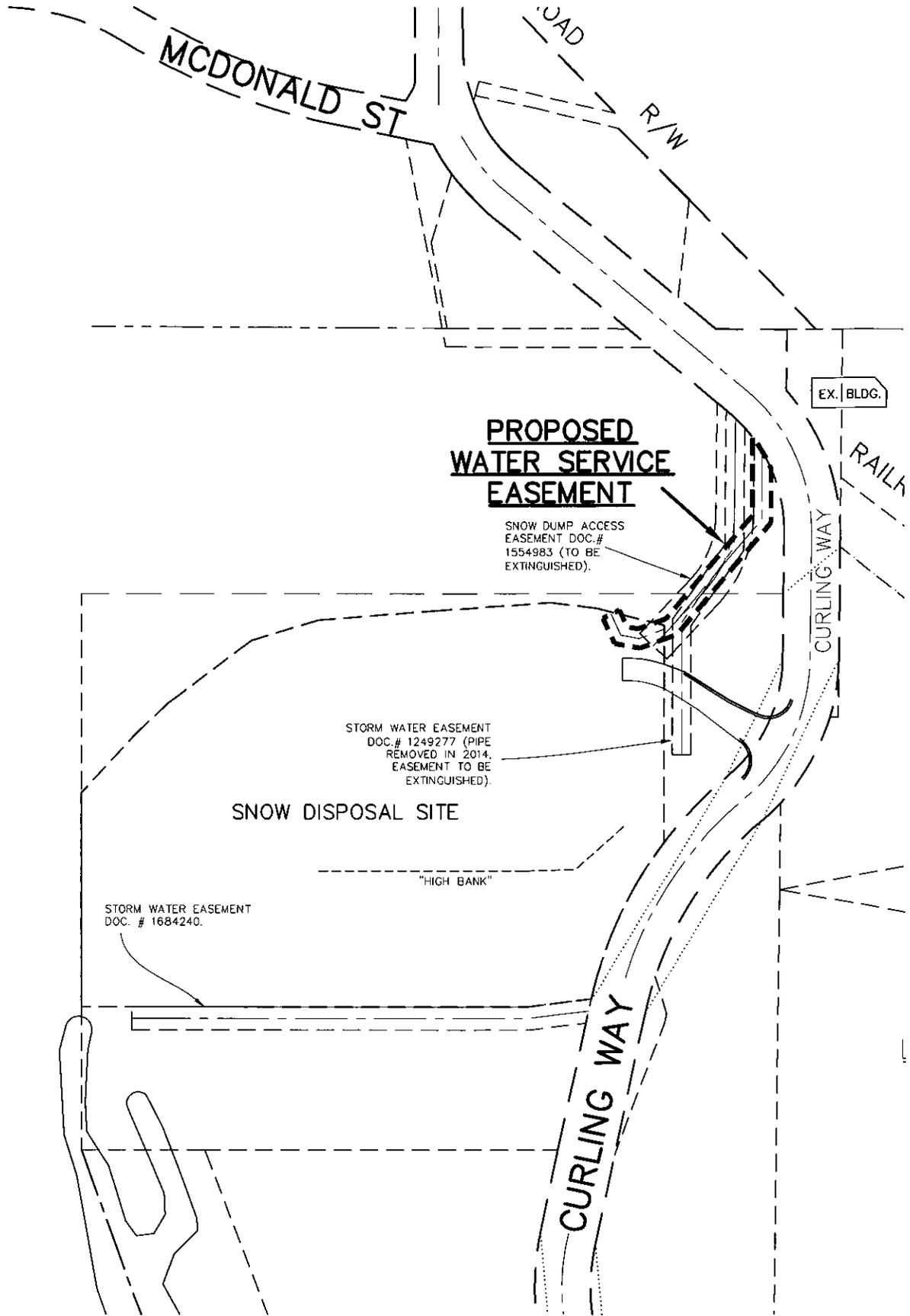
Notary Public, Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2015, the above named _____, of WAUSAU CEMETERY ASSOCIATION, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires: _____

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



Document No.

TERMINATION OF EASEMENT

Document Title

THIS AGREEMENT made this ____ day of _____, 2015, by and between the WAUSAU CEMETERY ASSOCIATION, hereinafter referred to as "GRANTOR," and the CITY OF WAUSAU, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, hereinafter referred to as 'GRANTEE;";

WITNESSETH:

WHEREAS, on August 30, 2001, GRANTOR AND GRANTEE entered into an agreement whereby GRANTOR granted to GRANTEE a permanent easement and right-of-way and perpetual right to enter upon the real estate hereinafter described at any time to construct, reconstruct, maintain, inspect and/or repair a storm sewer which may be constructed through and under the lands hereinafter described, which is attached; and

Recording Area

Name and Return Address:

City of Wausau Attorney's Office
407 Grant Street
Wausau WI 54403

Charge City of Wausau

PIN: 291.2807.011.0927

WHEREAS, per an agreement accepted August 27, 2014, between the Wausau Cemetery Association and the City, the City agreed to relocate the existing storm sewer into the new road right of way and vacate this existing storm sewer easement.

NOW, THEREFORE, the parties hereto agree as follows:

That the easement agreement between the parties dated August 30, 2001, and recorded in the Office of the Register of Deeds for Marathon County, Wisconsin, on October 1, 2001, as Document No. 1249277, is hereby extinguished, and all terms and provisions of the agreement shall hereinafter become null and void, with the exception of any insurance and hold harmless provisions which shall remain in effect as necessary.

The permanent easement and perpetual right of entry is described as follows:

Part of the SE¼ of the NE¼, Section 1, Township 28 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

A 20-foot wide strip of land centered on the following described centerline;

Commencing at the Northeast corner of said Section 1; thence S89°34'37"W, along the North line of said NE¼, 2645.85 feet, to the Northwest corner of said NE¼; thence S42°17'22"E, 1182.73 feet, to the Southwest corner of Certified Survey Map No. 64 recorded in the office of Register of Deeds for Marathon County in Volume 1 of Certified Survey Maps on Page 94; thence S88°31'44"E, along the Southerly line of said Certified Survey Map No. 64, 760.18 feet; thence continuing along said Southerly line and along the arc of a curve to the left having a main chord bearing of S65°56'44"E, and a chord length of 280.77 feet and a radius of 675.78 feet; thence continuing along said Southerly line S78°33'44"E, 131.10 feet; thence continuing along said Southerly line S00°20'44"E, 41.88 feet, to the Westerly line of Certified Survey Map No. 6203 recorded in the office of Register of Deeds for Marathon County in Volume 23 of Certified Survey Maps on Page 31; thence S16°15'27"W, along said Westerly line, 28.04 feet; thence S10°58'58"E, 73.10 feet; thence along the arc of a curve to the left having a main chord bearing of S50°17'43"E, and a chord distance of 114.04 feet and a radius of 90.00 feet, to a line 20 foot Northerly of and parallel with the South line of the NE¼ of said NE¼; thence S89°36'28"E, along said parallel line, 245.84 feet; thence S00°23'32"W, 40.00 feet, to a line 20 foot Southerly of and parallel with said South line of the NE¼ of the NE¼; thence N89°36'28"W, along said parallel line, 39.50 feet, to the point of beginning of said centerline; thence S00°28'W, 213 feet; thence S35°09'W, 98 feet; thence S03°00'30"W, 142 feet.

AGENDA ITEM

Update on the current status of Talon Lane and possible action thereon

BACKGROUND

Dave Eckert is proposing a single lane road (with a 30 foot easement) to run east off of existing Talon Lane and then turn NE up a valley across his property and connect to 25th Street. The road will turn into a 2-lane road at a cul-du-sac as shown on the map in your packets. The single lane road is proposed to be gated/restricted. The official city map shows the road extending Talon Lane due east to the property line and then extended due north to 25th Street; you will see this area hatched on the attached map. The road Mr. Eckert is proposing would require a change/addition to the official city map.

Mr. Eckert owns the property on the north and east of the Talon Lane dead end and Paul Schlindwein owns the property to the south and east of the Talon Lane dead end. There is an agreement with the City that each homeowner dedicate a portion of their property once planned development has occurred, this would allow for a road to connect Talon Lane to 25th Street. Mr. Eckert has dedicated his portion but Mr. Schlindwein has not dedicated his portion at this time (see map in your packet); without the south half dedicated by Schlindwein there is not enough property to construct a two lane road to extend Talon Lane. Because Mr. Schlindwein has not yet dedicated his portion of the property, Mr. Eckert is proposing a single lane road/dwy.

There have been discussions between the two parties but a formalized agreement could not be met between the parties. Mr. Schlindwein, through his attorney Joe Mella, stated he is not willing to dedicate his portion of the property at this time. Mr. Eckert would like to move forward with developing his property.

City staff has met several times regarding this proposed development. Staff has prepared an outline for the CISM Committee to review that outlines the steps Mr. Eckert will need to take in order to comply with City ordinances. Also included is an outline of the process required to propose a change to the official city map.

FISCAL IMPACT

At this time there is no capital fiscal impact. If the determination is to have the City Legal Department enforce the agreement with Schlindwein legally there will be legal fees.

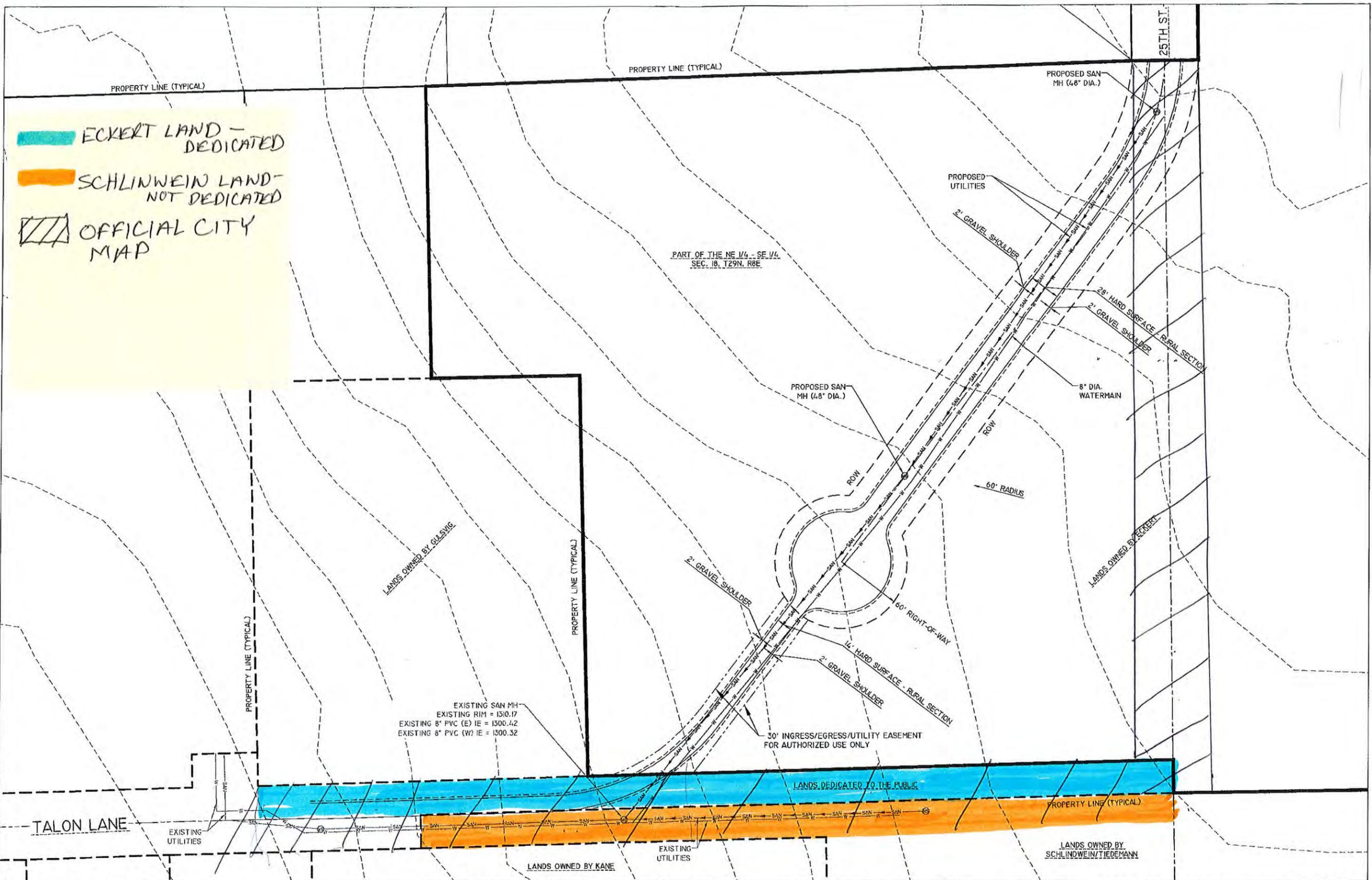
STAFF RECOMMENDATION

City staff is ok with a two lane road being extended and running NE to connect to 25th Street. If recommended the official city map will need to be amended. Staff is recommending action from CISM to proceed with the process of amending the official city map in accordance with what is being proposed.

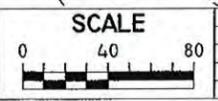
City staff recommends Mr. Eckert follow the outline prepared by staff to begin his property development.

Staff contact: Eric Lindman 715-261-6745

DRAWING FILE: P:\17200-4750B\ECKERT.DWG SURVEY\4750B PROPERTY EXHIBIT ROAD UTILITY AGREEMENT.DWG LAYOUT: 11X17(HALF SCALE)
 PLOTTED: MAY 18, 2015 - 4:02PM PLOTTED BY: JESSER



REI Engineering, Inc.
 4080 N. 20TH AVENUE
 WAUSAU, WISCONSIN 54401
 PHONE: 715.675.9784 FAX: 715.675.4060
 EMAIL: MAIL@REIENGINEERING.COM



DATE	REVISION	BY	CHK'D
5-18-2015	RELOCATED CUL DE SAC, ADDED EASEMENT	JLR	TAR
5-13-2015	RELOCATED PAVEMENT AND UTILITIES	JLR	TAR

DESIGNED BY:	CHECKED BY:
SURVEYED BY:	APPROVED BY:
DRAWN BY: JLR	DATE: 5-13-2015

ROAD/UTILITY AGREEMENT
 ECKERT - WAUSAU, WI

REI
 REI No. 4750B
 SHEET 1 OF 1

Lori Wunsch

From: Joseph M. Mella <jmella@ruderware.com>
Sent: Thursday, August 20, 2015 9:26 AM
To: Lori Wunsch; Anne Jacobson
Subject: RE: Talon Lane

Importance: High

Lori – please note for the record that the information reported about Mr. Schlindwein’s position in this matter is NOT CORRECT. I did not state, as is claimed in this report, that Mr. Schlindwein is refusing to dedicate his property. I understand that Mr. Schlindwein spoke before the last CISM committee indicating that if a street had to be built, his preference was that it be built to his property line in accordance with the current city street plan. Mr. Schlindwein has repeatedly indicated that any dedication by him needs to take into consideration the costs of the privately installed sewer and water system that exists within this property, which Mr. Eckert has not addressed with him.



Joseph M. Mella

Ruder Ware, L.L.S.C.
500 North First Street, Suite 8000 | P.O. Box 8050 | Wausau, WI 54402-8050
Phone: 715.845.4336 | Toll-Free: 800.477.8050 | Fax: 715.845.2718
jmella@ruderware.com | www.ruderware.com
Visit our blog at www.blueinklaw.com



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From: Lori Wunsch [<mailto:Lori.Wunsch@ci.wausau.wi.us>]
Sent: Wednesday, August 19, 2015 3:24 PM
To: Dave Eckert (dave@eckertlawllc.com) ; Joseph M. Mella
Subject: Talon Lane

For your reference, I have attached the staff report regarding Talon Lane that has been provided to the Capital Improvements and Street Maintenance Committee members.

Thank you,
Lori Wunsch
City of Wausau
Engineering Dept.
715.261.6742

=====

Lori Wunsch

From: Eric Lindman
Sent: Friday, July 31, 2015 11:38 AM
To: Lisa Rasmussen; Sherry Abitz; Gary Gisselman; Karen Kellbach; Robert Mielke
Cc: Lori Wunsch; Allen Wesolowski; Sean Gehin; Anne Jacobson
Subject: FW: Talon Lane
Attachments: 20150722145313542.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Dave requested that I forward this on to the CISM members, this will also be included in the CISM packet for August 13. Thanks and have a good weekend.

From: Dave Eckert [mailto:dave@eckertlawllc.com]
Sent: Friday, July 31, 2015 11:22 AM
To: Eric Lindman
Subject: Talon Lane

Eric -

As we discussed, development issues involving the Talon corridor will be put on the August 13th CISM agenda. Please share this memo with CISM members.

During our recent discussion, I agreed to provide a memo discussing the different scenarios regarding the Talon corridor and development of our land. As we see them, there are three scenarios for development of our land in the City. They are discussed below.

□ One alternative is that the Talon corridor not be built as a two-lane road – at least not at this time. Under this approach, City infrastructure would be installed on the north side of Talon in front of the Gulsvig parcel and connect into an extension of 25th Street beginning near the southeastern corner of the Gulsvig parcel. The extension of 25th Street would travel up-gradient in a north-northeasterly direction to the existing terminus of 25th Street. Twenty-fifth Street, as extended, would be built as a two-lane road improved with City infrastructure. Lot purchasers would have access via 25th Street. A copy of a drawing prepared by REI showing a concept of this approach is attached.

A major advantage of this approach is that development of our property can proceed while the City decides whether and how to address issues involving dedication of the south side of Talon, including whether construction of Talon Lane as a two-way road is even necessary. In other words, Talon does not need to be constructed as a two-lane road at this time in order for us to proceed with development of our property in the City. If the City does decide at some point a roadway is necessary and proceeds to obtain dedication of the south half, Talon in whole or part can be built as a two-lane road at that time.

Another major advantage of this approach is that it is least disruptive of the Eagle Valley neighborhood. At this point, we prefer the approach of no road construction in the Talon corridor. We feel that construction of a road in the Talon corridor is intrusive and unnecessary for development of our property. We further feel construction of Talon as a two-lane road would result in a potentially dangerous public thoroughfare. The existing road servicing Eagle Valley and Talon Lane has several 90° curves and turns that are down-gradient. The existing road, in other words, is not a good candidate for a public thoroughway. In our view, it should continue in

its current status as a roadway limited to serving the Eagle Valley community. In this respect, I suspect if the City canvasses residents of Eagle Valley, it would find the vast majority of the residents would be against conversion of the Eagle Valley roadway to a thoroughfare connecting to 25th Street.

☐ A second approach is the one you suggested in a recent discussion, namely that Talon Lane be extended as a two-lane road around the southeast corner of the Gulsvig parcel. The roadway would then continue through our property in a north-northeasterly direction for hook-up to the existing terminus of 25th Street. Under this approach, the City would need to obtain a partial dedication of the south half of the roadway in front of the Gulsvig parcel either voluntarily or by enforcing its rights under the October 2006 roadway dedication agreement and the relevant CSM.

☐ A third approach is that Talon Lane is constructed as a two-lane road all the way east as appears on the relevant CSM. We are not in favor of this approach. When we approached the City about development approximately two years ago, the City indicated it wanted us to apply for dedication of the north side of the Talon corridor. Based on that, we submitted our dedication petition, but limited our request for dedication to only a portion of Talon. We felt extending Talon as far east as appears on the CSM was disruptive of the neighborhood and unnecessary for development. However, it was the City's wish, as conveyed to me by your predecessor, Brad Marquardt, that the entire roadway be dedicated, and my understanding is, City Council unanimously approved dedication of both sides of Talon approximately fourteen months ago. Based on the City's wishes, we then dedicated the entire north side of the roadway. Since that time, the City has not obtained dedication of the south half of the roadway or taken action to enforce its rights in the south half. (1)

These are the different approaches I see for development of our property in the City. Again, we prefer the first approach for the reasons stated therein.

--

David J. Eckert
Eckert Law, LLC
216 S. Third Avenue
P.O. Box 1185
Wausau, WI 54402-1185
(715)842-0907 phone
(715)842-0900 fax

This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law.

If you have received this communication in error, please delete it and destroy any copies, do not distribute it, and notify us immediately by email: dave@eckertlawllc.com or via telephone: (715)842-0907.

(1) As I suspect you are aware at this point, the City reserved rights in the south half of the Talon roadway pursuant to a roadway dedication agreement dated October 2006. Under the roadway dedication agreement, the south side of the roadway is to be dedicated since we have dedicated the north side. Paragraph 1 of the roadway dedication agreement spells out the City's rights in this regard. It provides that the owner of the south half of the roadway is required to provide a warranty deed in favor of the City for the south half at no cost to the City.

In addition to the City's rights under the roadway dedication agreement, the relevant CSM also mandates dedication of the south side of the roadway. The CSM specifically includes a restriction that the south half of the roadway (which is indicated on the relevant CSM as Outlot 1) "will be held... until such time as adjacent properties are deeded or dedicated to the City of Wausau for road purposes. At that time Outlot 1 will be deeded to the City of Wausau for road purposes."

AGREEMENT FOR DEDICATION OF RIGHT-OF-WAY

146143
CITY OF WAUSAU/SCHLINDWEIN
REGISTER'S OFFICE
MARATHON COUNTY, WI
NOV 06 2006 12:54 PM

THIS AGREEMENT, made this 24th day of October, 2006, between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY," and Paul C. Schlindwein II, the owner of land adjacent to the proposed plat known as Eagle Valley First Addition, hereinafter referred to as "OWNER."

Michael J. Sydon
REGISTRE

WHEREAS, Orion Development, LLC, has filed a petition to annex certain property to the City of Wausau, a copy of the annexation map being attached hereto as "Exhibit A"; and

WHEREAS, the proposed plat known as Eagle Valley First Addition will include right-of-way known as Talon Lane, which right-of-way is expected to be extended easterly of its termination point adjacent to Lot 41, a copy of which plat being attached hereto as "Exhibit B"; and

WHEREAS, OWNER is the owner of a portion of the property to the east of the proposed plat known as Eagle Valley First Addition upon which Talon Lane is proposed by CITY to be extended easterly, approximately 786 feet of its terminus shown on the proposed plat known as Eagle Valley First Addition; and the purpose of this agreement is to provide to CITY an assurance that the right-of-way extending Talon Lane to the east (Outlot 1 on "Exhibit C" attached hereto) will be dedicated to CITY, at no cost to CITY and also to establish a means to pay for the cost of construction of this street extension and the sewer and water utilities that will be constructed in the street.

Recording Area

Name and Return Address

Office of the City Attorney
City Hall - 407 Grant Street
Wausau, WI 54403

(\$23 Charge to City of Wausau)

PIN: 291.4.2708.184.0970
SESE
18-29-08

NOW, THEREFORE, the parties hereto agree as follows:

1. When the land north of Outlot 1, Exhibit "C" attached hereto is planned to be developed so as to require public street access, OWNER shall dedicate to CITY Outlot 1 on "Exhibit C" so as to enable the road shown as Talon Lane on "Exhibit C" to be extended to the east to serve the development; that this dedication of Outlot 1, Exhibit "C" to CITY shall be without cost to CITY, free and clear of any and all liens and encumbrances, and shall be made by warranty deed, with all transfer and closing expenses to be paid for by OWNER.
2. When the land north of Outlot 1, Exhibit "C" attached hereto is planned to be developed so as to require sanitary sewer and water services and if said sewer and water services are installed by CITY pursuant to a city public works contract, OWNER shall pay the street and sewer and water special assessments that may be levied at that time against Lot 1, Exhibit "C", a distance of approximately 464.61 feet and against the land east of Lot 1 Exhibit "C", a distance of approximately 321.33 feet. Said costs for these improvements include the cost of preparing engineering plans, construction and inspection.

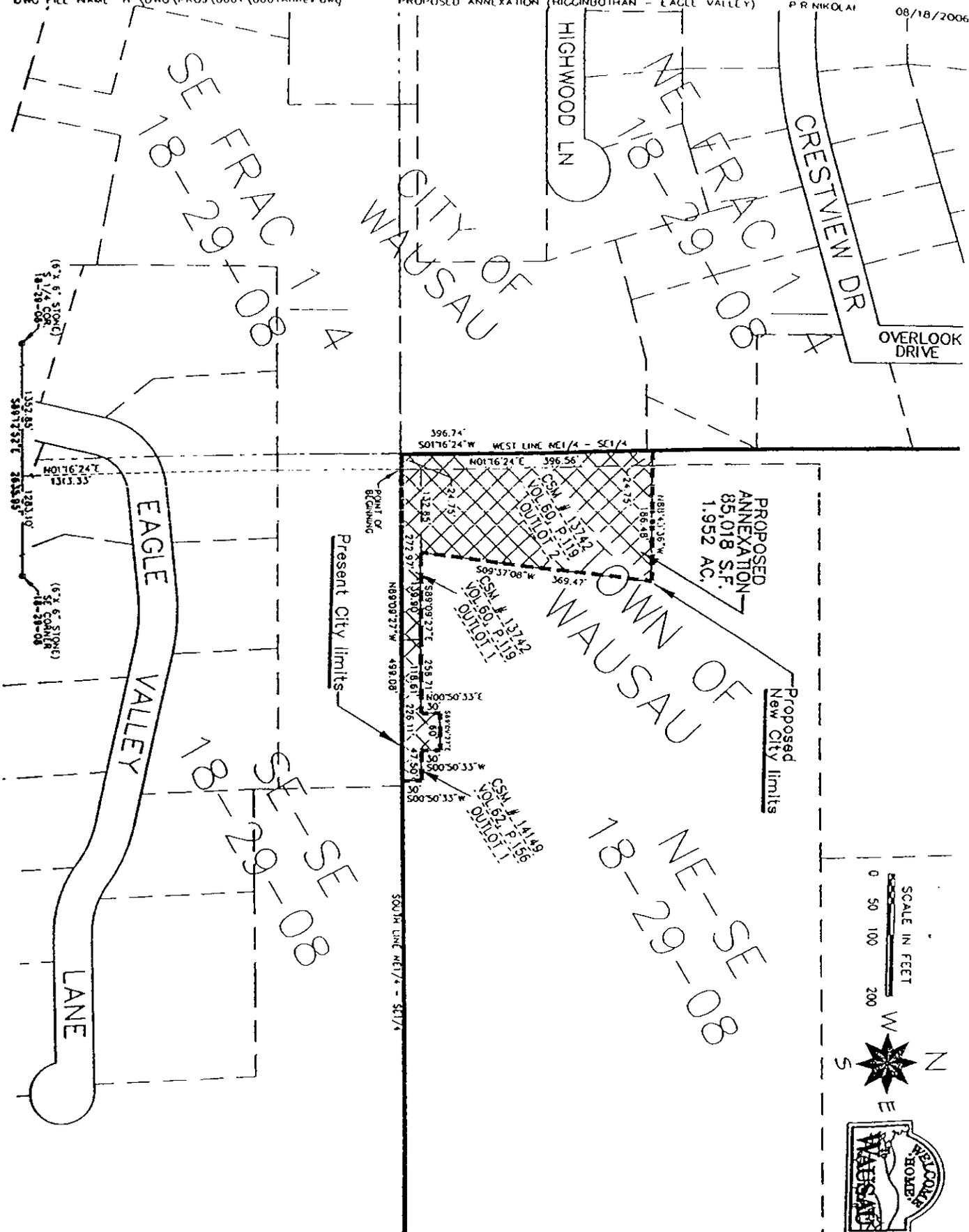
OWNER, for himself, his heirs, executors, successors, and assigns, waives any notice and statutory procedures required under Chapter 66 of the Wisconsin Statutes and/or any successor statute, and under CITY ordinances, and any other requirements under the law regarding special assessments and/or impact fees, and OWNER, for himself, his heirs, executors, successors, and assigns, agrees that the fees established by CITY and as outlined in this agreement shall be placed as a lien on each individual lot, without notice and without further action.

DWG FILE NAME H:\DWG\PROJ\0661\0661Anne.dwg

PROPOSED ANNEXATION (HIGGINBOIHAN - EAGLE VALLEY)

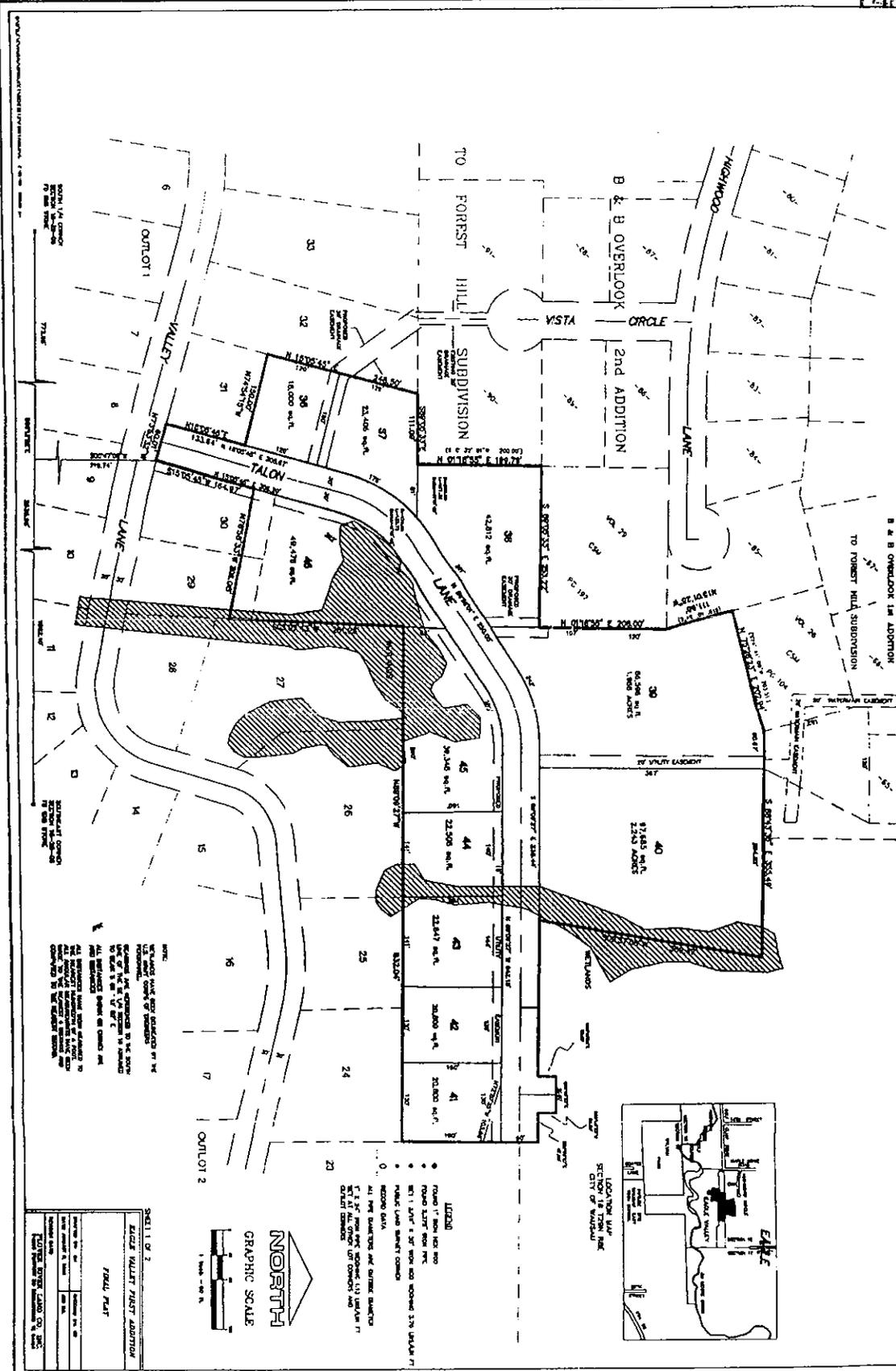
PR NIKOLAI

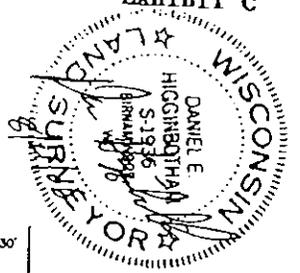
08/18/2006



EAGLE VALLEY FIRST ADDITION

EXHIBIT B

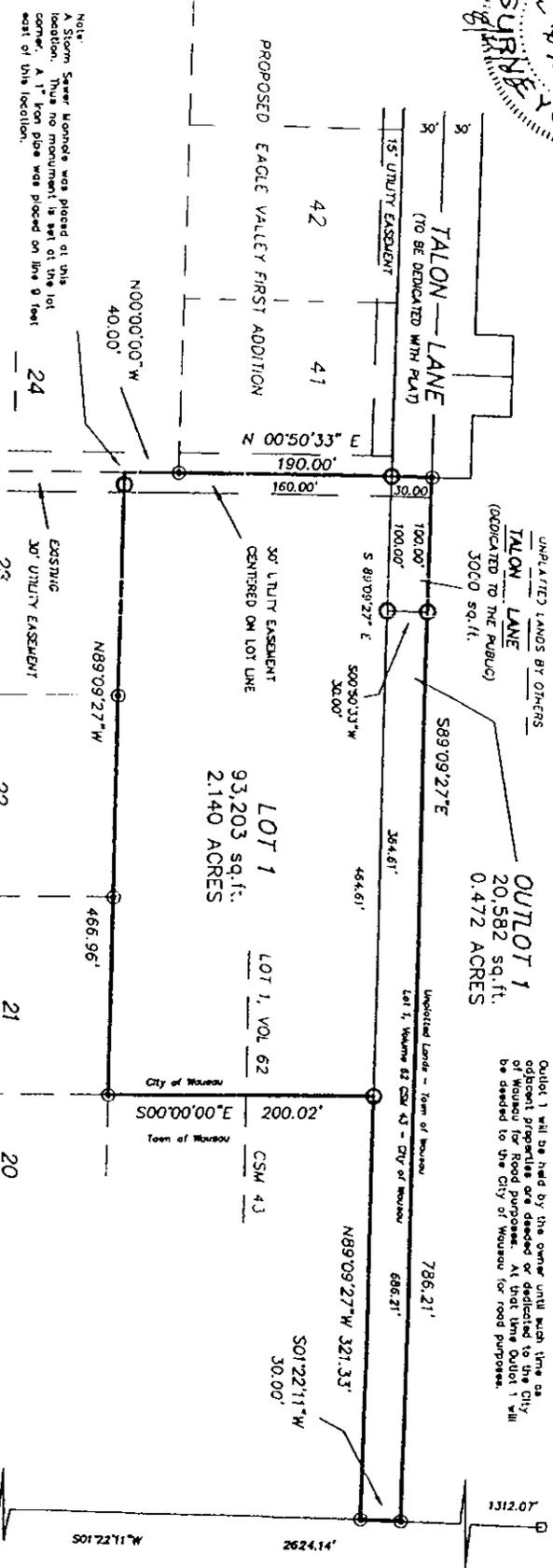




CERTIFIED SURVEY MAP NO. _____ VOL. _____ PAGE _____

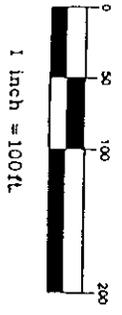
OF PART OF LOT 1, VOLUME 62 CERTIFIED SURVEY MAPS, PAGE 43 LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18,
TOWNSHIP 29 NORTH, RANGE 08 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN

East 1/4 Corner
Section 18-29-08
F & RR Spike



Note: A Storm Sewer Manhole was placed at this location. Thus no monument is set at the lot corner. A 1" Iron pipe was placed on line 9 feet east of this location.

GRAPHIC SCALE



BEARINGS ARE REFERENCED TO THE EAST LINE OF THE SE 1/4 OF SEC 18 ASSUMED TO BEAR S 1° 22' 11" W

SURVEY PROVIDED BY:
 PLOVER RIVER LAND CO., INC. P4226 PINEVIEW RD BIRNBAWOOD WI 54414 (715)448-2228
 Wausau, WI 54401 8-10-06 105507

- 1" X 24" ID IRON PIPE WEIGHING 1.68 LBS/LINEAL FOOT SET
- FOUND 2" I. PIPE
- ▲ FOUND 1" I. PIPE
- ▴ FOUND PK NAIL OR RR SPIKE
- FOUND GOVT CORNER
- RECORD DATA



Southeast Corner
Section 18-29-08
Fd Stone

1422565

CERTIFIED SURVEY MAP

I, Daniel E. Higginbotham, Registered Land Surveyor, hereby certify:

That I have surveyed, divided and mapped by the order of Paul Schlindwein II, a parcel of land being part of Lot 1 of Volume 62 Certified Survey Maps, Page 43, located in the Southeast ¼ of the Southeast ¼ of Section 18, Township 29 North, Range 8 East, City of Wausau, Marathon County, Wisconsin, more particularly described as follows:

Commencing at the East ¼ Corner of Section 18; thence S 01° 22' 11" W, 1312.07 feet along the east line of the Southeast ¼ of Section 18 to the point of beginning of the parcel herein described; thence continuing S 01° 22' 11" W, 30.00 feet along the east line of the Southeast ¼ of Section 18; thence N 89° 09' 27" W, 321.33 feet; thence S 00° 00' 00" E, 200.02 feet to the Northeast Corner of a parcel of land previously mapped as Lot 21 of the subdivision of Eagle Valley; thence N 89° 09' 27" W, 466.96 feet along the North line of Lots 21 through 23 of the subdivision plat of Eagle Valley to the Northwest Corner of Lot 23 thereof; thence N 00° 00' 00" W, 40.00 feet to the Northeast Corner of Lot 24 of the subdivision of Eagle Valley; thence N 00° 50' 33" E, 190.00 feet to the North line of the Southeast ¼ of the Southeast ¼ of Section 18; thence S 89° 09' 27" E, 786.21 feet along said North line to the point of beginning of the parcel herein described.

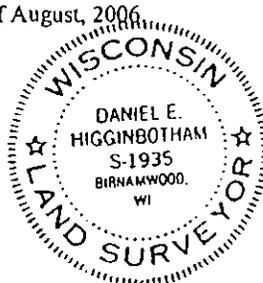
Said parcel contains 116,730 Square Feet or 2.679 Acres.

Subject to all roadways and easements of record.

That this map is a true and correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made to the best of my knowledge and belief;

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes;

Dated this 21st day of August, 2006



Daniel E. Higginbotham
R.L.S. No. S-1935

Prepared by:
Plover River Land Co., Inc.
P4225 Pineview Rd.
Biramwood, WI 54414

Prepared for:
Paul Schlindwein II
P.O. Box 8050
Wausau, WI 54402-8050
Sheet 2 of 3 Sheets

OWNERS CERTIFICATE OF DEDICATION

Paul Schlindwein II, as owner, does hereby certify that he caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. Paul Schlindwein II does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

- 1) City of Wausau

Witness the hand and seal of said Owner this _____ day of _____, 2006.

Paul Schlindwein II

STATE OF WISCONSIN }
SS
COUNTY OF MARATHON }

Personally came before me this _____ day of _____, 2006, the above named Paul Schlindwein II and acknowledged that he executed the foregoing instrument as such representative and by it's authority.

Notary Public _____

My commission expires _____

CITY COUNCIL RESOLUTION

Resolved, that the dedication shown on the face of this Certified Survey Map, Paul Schlindwein II, owner, is hereby approved by the City Council.

DATE APPROVED _____

Mayor

DATE SIGNED _____

Mayor

I hereby certify that the foregoing is a copy of a resolution adopted by the City Council of the City of Wausau.

City Clerk

Sheet 3 of 3 Sheets



APPROVAL OF PLATS

PRELIMINARY PLAT

1. 30 days prior to submission of preliminary plat:
 - A. Make intentions known to city engineer
 - B. Supply city engineer with written "letter of intent" and sketch plan of proposed subdivision
2. Subdivider shall file preliminary plat (in accordance with WMC Ch. 21.24) with city engineer along with formal application for approval of plat along with six (6) blueprints at least 14 days prior to CISM and Plan Commission meetings.
3. Copies of plat shall be reviewed by:
 - A. City engineer
 - B. City planner
 - X C. Director of Inspections (Chief Inspector/Zoning Administrator)
 - D. Park director
 - E. Fire chief
 - X F. Director of sewer & water (Director of Public Works and Utilities)

Recommendations shall be transmitted to CISM and Plan. City engineer shall coordinate review among staff.

4. Within 90 days of submission of preliminary plat and completed formal application, common council shall take action. Failure of common council to act within 90 days, constitutes an approval of the submitted preliminary plat. The city engineer shall notify the subdivider in writing of the common council's action.
5. Preparation of development agreement . This agreement clearly identifies subdivider's costs and city's costs related to the infrastructure. All infrastructure design work shall be approved by the city and all inspection work shall be performed by the city or under a contract with the city.

The development agreement shall be executed *before* the final plat, as approved by the common council, is signed by the mayor.

FINAL PLAT

1. Within 36 months of the date of approval of the preliminary plat, a completed formal application for approval of the final plat, accompanied by final plat and six (6) reproductions thereof (in conformance with WMC Sec. 21.28.030 and Subchapter IV of Chapter 236 of Wis. Stats.) shall be submitted to the city

engineering department. If not submitted within 36 months, the common council may refuse to approve the final plat. The final plat may, if approved by the common council, constitute only that portion of the approved preliminary plat which the subdivider proposed to record at that time.

2. Copies of plat shall be reviewed by:

- A. City project manager
- B. City planner
- C. Zoning administrator (Chief Inspector/Zoning administrator)
- D. Park director
- E. Fire chief
- F. Director of sewer and water utility (Director of Public Works and Utilities)

Recommendations shall be transmitted to CISM and Plan. City planner shall coordinate review among staff.

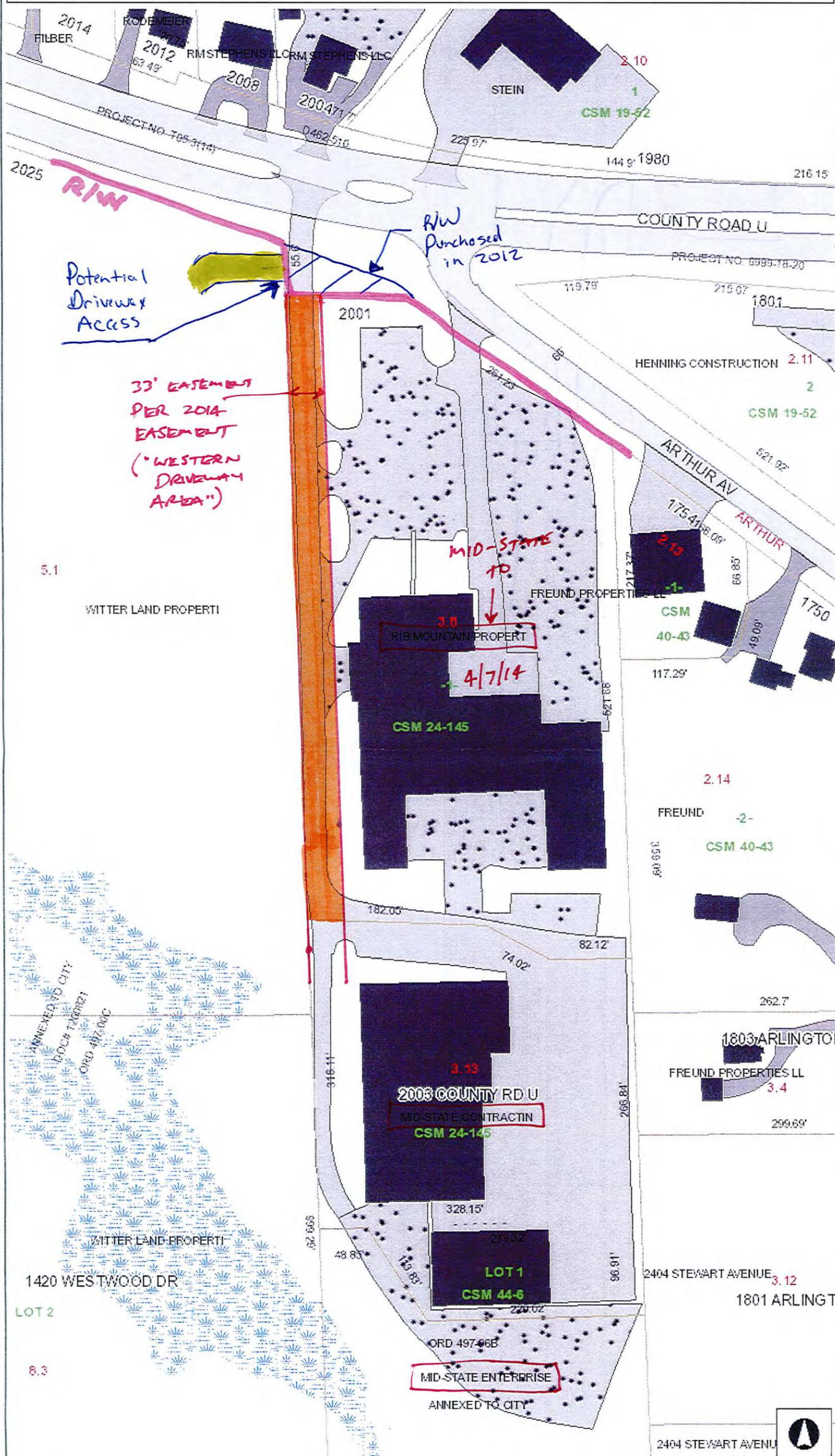
City planner shall notify clerk of any municipality within 1,000 feet of the final plat of the proposed subdivision that city is considering.

3. Within 60 days of formal submission of final plat, common council shall take action. Failure of common council to act within 60 days, constitutes an approval of the submitted preliminary plat. The city engineer shall notify the subdivider in writing of the common council's action.

AMENDING OFFICIAL CITY MAP

1. CISM – Approve holding public hearing to amend OCM
2. Council – Authorize public hearing to remove/add land from/to OCM
3. CISM – Public hearing (class 2 notice)
4. Plan – Approve removal/addition of land to OCM (within 60 days of reference)
5. Council – Amending OCM

(g)???



- Legend**
- Parcels
 - Section Lines/Numbers
 - Building
 - Railroad
 - Bridge
 - Overpass
 - Paved Road
 - Driveway
 - Sidewalk
 - Parking
 - Paved Parking
 - Unpaved Parking
 - Stream - River
 - Pond - Lake
 - Wausau Wetland

2014

Map Created: 8/12/2015

50.00 0 50.00 Feet

User_Defined_Lambert_Conformal_Conic

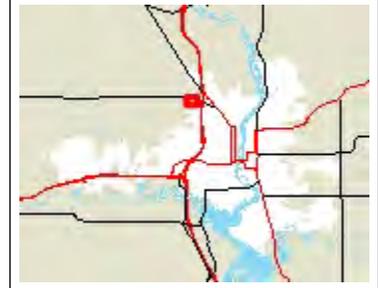
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



DPW Mapping System



Legend

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

Map Created: 6/26/2015

99.50 0 99.50 Feet



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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

User_Defined_Lambert_Conformal_Conic

Notes

ROW Stakes



ODIN
MPANY

Building
at the
top of Main Road
at the
end of the
road

Area to be used for
access to driveway

ROW Stakes



Memo

To: Capital Improvements and Street Maintenance Committee
From: Dave Johnson / Witter Land Properties LLC
Date: 8/4/15
Re: Access to HWY U across City Property
1 – Site plan for Witter Property LLC
2 – Site plan for Marathon Feeds (shows truck accessibility)
3 – Letter from attorney Shane VanderWaal
4 – Partial e-mail string with Walter Lew

The Objective:

- Marathon Feeds desires to relocate their business (currently located next to Fleet Farm) on a 2.5 acre site on HWY U.
- Total cost of this project is estimated to be approximately \$700,000
- In order to make this work they need to secure access across city owned property. (See map)

Capital Improvements and Street Maintenance Meeting 7/9/15:

- On Thursday July 9th a request was taken to the Capital Improvements and Street Maintenance Committee.
- At this meeting it was discovered that there was opposition to this request.
- The Committee instructed us to contact the owners of the road to see if we could come to some agreement regarding the access.
- Contact was made the next day and discussions have been ongoing since. (see print out of e-mail summary)
- The owners of the road are not in agreement with our original request (access across City owned property) however on 7/13/15 they did indicate that they would consider providing access to the property further South on their private road. The owners withdrew their offer for relocation of the entrance further south.

In summary, on 8/7/15 we were notified, by the owner of the private road that an agreement cannot be reached.

Request from the City:- to access this portion of the land across City property. Following modifications to the original request have been made to address the issues / objections:

- An exit would be put on the North side of the property on HWY U, reducing traffic flow
- This ingress would only be for Marathon Feeds, the plan is that to have the access for the remaining part of the property through the established access point further West on HWY U.
- The existing agreement, between the City and the owner of the private road, is that the City is responsible for all repairs / maintenance of the property that they purchased. Mid-State Enterprises Inc. is only responsible for snow plowing on this parcel of land. Marathon Feeds has agreed to be responsible for 100% of the plowing cost to keep this section of road snow free.
- Entrance and exit have been modified so that they can easily accommodate semi traffic (Becker Hoppe layout)
- The detailed plans, maps, engineered draw ups have been acclimated and submitted to the City. The results show there will be no material impact with providing the access across City owned property.

NOTE: our attorney (Shane VanderWaal) who has a great deal of experience in City and State matters, indicated that since the property has been acquired for highway purposes by the Department of Transportation and transferred to the City of Wausau that we would have a right to access a public right-of-way. (see letter)

#3

PIETZ, VANDERWAAL, STACKER & ROTTIER, S.C.

ATTORNEYS AT LAW
530 JACKSON STREET
P. O. BOX 1343

WAUSAU, WISCONSIN 54402-1343

TELEPHONE
(715) 845-9211

FAX
(715) 842-9317

SHANE J. VANDERWAAL
GREGORY J. STACKER
STUART R. ROTTIER
PETER C. GUNTHER

JOHN W. KELLEY
COLIN D. PIETZ
PETER J. CONRAD
OF COUNSEL

E-MAIL
vanderwaal@pvsrlaw.com

August 4, 2015

Corrected

Mr. Walter G. Lew
Terwilliger, Wakeen, Piehler & Conway, S.C.
327 North 17th Avenue, Suite 301
P.O. Box 8063
Wausau, WI 54402-8063

VIA E-MAIL & REGULAR MAIL

Re: Proposed Driveway Onto Street Right-of-Way

Dear Mr. Lew:

By this correspondence please be advised that our firm has been retained by Witter Land Properties, LLC/Dave Johnson concerning the above-referenced matter. We have had an opportunity to review various material concerning this matter. It is our understanding that there is a question as to whether or not the City of Wausau will grant to Witter Land Properties a driveway permit which will allow access to property of Witter Land Properties that abuts your client's property, Mid-State Contracting, Inc.

First, in review of the material provided, there was a Deed which conveyed to the Wisconsin Department of Transportation *fee simple interest* in the property identified as part of Transportation Project Plat 6999. See enclosed Deed and Transportation Project Plat. I would note further that neither the Transportation Project Plat nor the Deed limits ingress and egress in any manner, i.e., making the area at issue a potential limited access point.

In 2014, you drafted on behalf of Mid-State Contracting and Rib Mountain Properties, LLC an Easement Agreement. That Easement Agreement at Page 2 references a "Western Driveway Area" as described on Exhibit D. Exhibit D specifically states, "[t]he West 33 feet of Lot 1 of CSM No. 6530 ... **excepting any portions thereof previously conveyed for highway purposes.**" In other words, the Easement that you drafted does not affect the area which was conveyed to the Department of Transportation by your clients, Mid-State Enterprises, Inc., f/k/a Mid-State Contracting, Inc., in July, 2012.

Interestingly, it is my understanding that you are making much ado about the increased traffic which allegedly would occur from the development of my client's property. I would note that, in the Easement that you drafted, again, which does not affect the right-of-way acquired by the Department of Transportation, under Access Easement Over Western Driveway Area, it states, "... it being understood and agreed that this Agreement is **made in contemplation that property to the South of the Premises may be subdivided and that the extent of use of the**

See Back

Mr. Walter G. Lew
August 4, 2015
Page 2

3
X

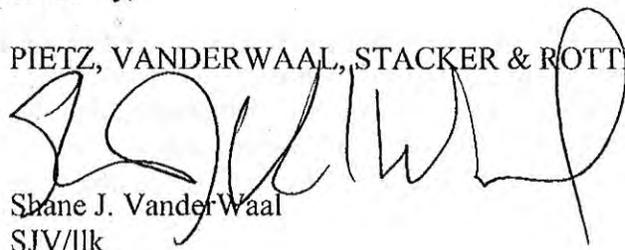
easement areas may substantially increase in the future.” In other words, your client already contemplates an increase not only of the easement area but that area acquired already for highway purposes.

Since this property has been acquired for highway purposes by the Department of Transportation and transferred to the City of Wausau, my client, like any other property owner, subject to any reasonable restrictions that would be placed under proper Ordinances of the City, has a right to access a *public right-of-way*. This is the stated purpose of the acquisition. As such, my client fully intends to exercise its rights, again, subject to any Ordinances of the City of Wausau, to utilize the same.

Finally, by this correspondence I demand that all future communications concerning this matter be directed to the undersigned.

Sincerely,

PIETZ, VANDERWAAL, STACKER & ROTTIER, S.C.



Shane J. VanderWaal
SJV/llk

Enclosures

cc w/encl: Mr. Dave Johnson, Witter Land Properties, LLC (w/Easement Agreement, Deed & Project Plat) (via e-mail & regular mail)
Ms. Anne L. Jacobson, City Attorney (w/Easement Agreement, Deed & Project Plat) (via e-mail and regular mail)

#4

Walter Lew David, To
David Johnson
Jul 14

David,

As you know, Roy is out of the country until next week. I have talked to Goodin (our tenant) and they agree with our position as does Roy that until we see how far South you want to intersect the easement we don't have anything to discuss.

There are only two property owners, plus your clients involved in this matter, as I previously said.

Ball is in your court.

Walter Gene Lew

David Johnson To
Walter Lew
BCC
Karen Hocking Marijean M. Hoppe
Jul 14
Walter

This is the first I have heard about Roy, as instructed your the only person I have had contact with regarding this matter, and will continue to do so until I am told other wise.

As we discussed previously, your suggestion that we intersect the easement 100 yards from the property corner is not realistic in that it will not work for the prospective buyer's business. Our thoughts were to intersect the easement 50 feet south of the survey marker on the North West corner of the property.

The distance from that marker (North) to the edge of HWY U is approximately 70 feet. Combined with the 50 feet south of that point the distance from HWY U is approximately 120 feet which should be adequate to address your concerns regarding being sufficient space to accommodate semi trucks and the grade of the road. (see my crude map)

I also have to point out that we can not go any further south because of the need for a retention pond on the East side of the property.

This is with the understanding that this entrance would be used for ingress and that the customers of the store would exit on HWY U.

A shared maintenance agreement is reasonable for the pro-rata usage of the easement on the private road. The easiest way to accomplish this would be to modify the existing shared maintenance agreement.

Let me know if the distance that we propose is acceptable, if not we are then at an impasse on this issue.

Dave

N#

Walter Lew
To
David Johnson
Jul 15

David,

When you say 50' (roughly 2 cars) do you mean the North edge of the entrance road will be 50 south of the R/W pin, the center of it, or the south edge of it??? It makes a BIG difference.

Also how close to the east boundary of your property do you intend the retention pond to be?

Walter Gene Lew

Dave Johnson
Walter Lew
Jul 15

The south side of the entrance into the property that will be sold would start at a point fifty feet south of the existing survey marker and run north 30 feet or so , what ever is logical

Retention pond to be determined by hoppe and city. Not done yet

Dave Johnson
To
Walter Lew
Jul 15
Looking at the south edge

Dave Johnson Walter
Walter Lew
Jul 20
Walter

Are you clear as to what our thoughts are regarding the access point

Any issues

Walter To
Dave Johnson
Jul 20

I am awaiting Roy's thoughts on this.

Walter Gene Lew

Dave Johnson
To
Walter Lew
Jul 27
What's the update??

Walter Lew Dave, To
Dave Johnson
Jul 27

Dave,

We will need to see what the plans are for the development that you said Becker-Hoppe
put together before any of the easement holders can comment further.

Walter Gene Lew

Dave Johnson
To
Walter Lew
BCC
Karen Hocking Marijean M. Hoppe
Jul 27
Walter

Am out of town until Wednesday

The plan that we have is for the 2.5 acres that we are going to sell to marathon feeds. Nothing else has been formalized yet

The plan will be to have the entrance on the east side of the property and have the exit onto hwy U for marathon feeds

Nothing else has been done with the balance of the property in that we don't know who is going to be the owner of this parcel

I can give you what I got but the exit and entrance have not been put in the proper locations in that we do t know their exit locations

There will also have to be a retention pond someplace, we expect that it will be on the south end of the property. The exact location will be determined once the entrance and exits have been finalized

Help me understand your desire to get this??

Dave

David Johnson
To
Walter Lew
Jul 28
Walter

This is the original site plan that was prepared for us. Touch base if any questions

Dave

David Johnson Walter
To
Walter Lew
Aug 2 at 2:35 PM
Walter

Its been approximately a week since I sent you the information you requested.

What is the status

Dave

Walter Lew To
David Johnson
Aug 3 at 1:42 PM

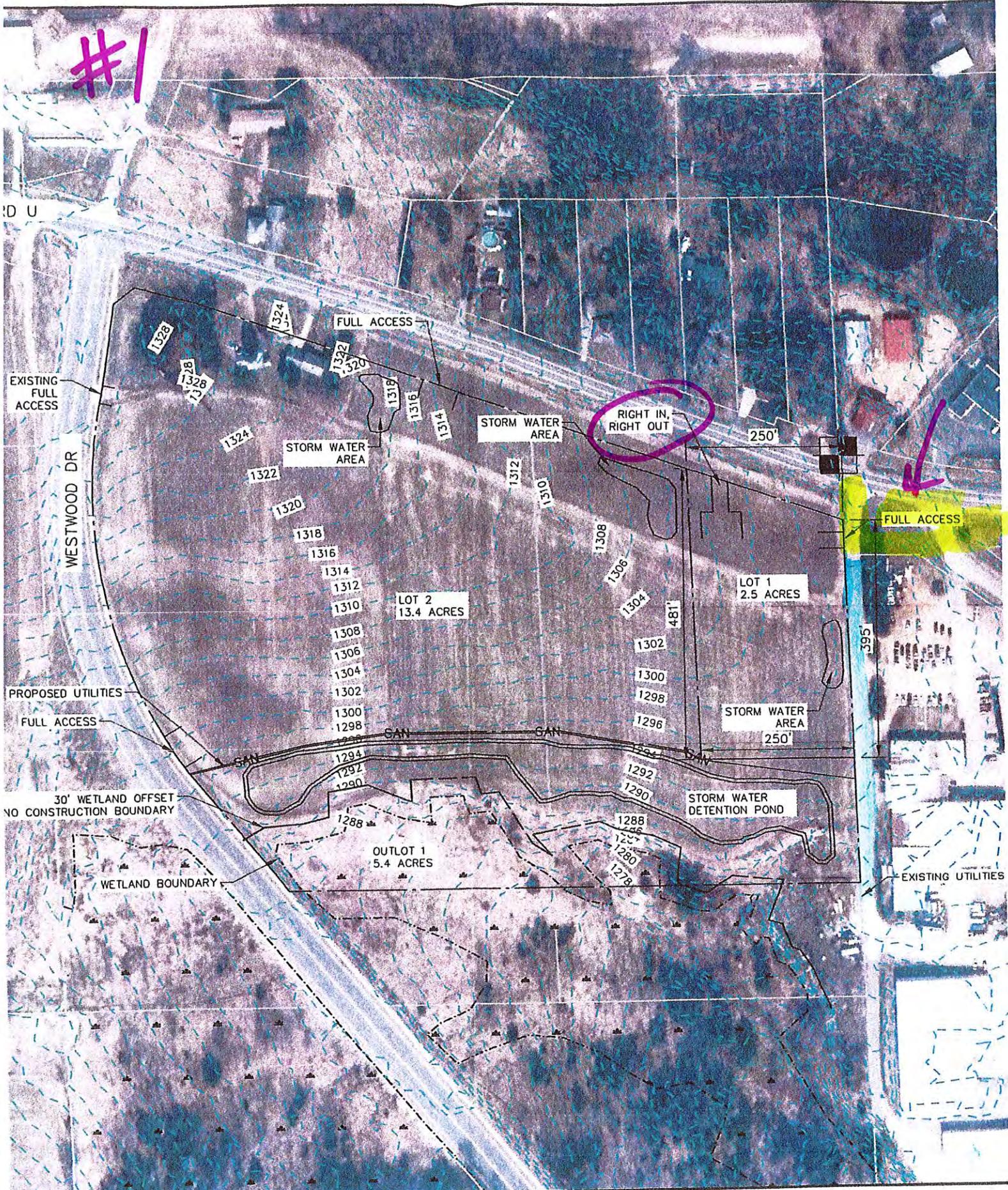
Dave,

The easement holders have reviewed your proposed plans at length and concluded that there is no benefit to the holders to burden the easement with additional traffic which would create current and future safety issues with the use of their easement.

Walter Gene Lew

#1

D U

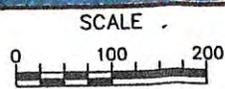


DRAWN BY: MTG/JDH
CHECKED BY: MMH

PROJECT NO: 2015.084

DATE: JULY 2015

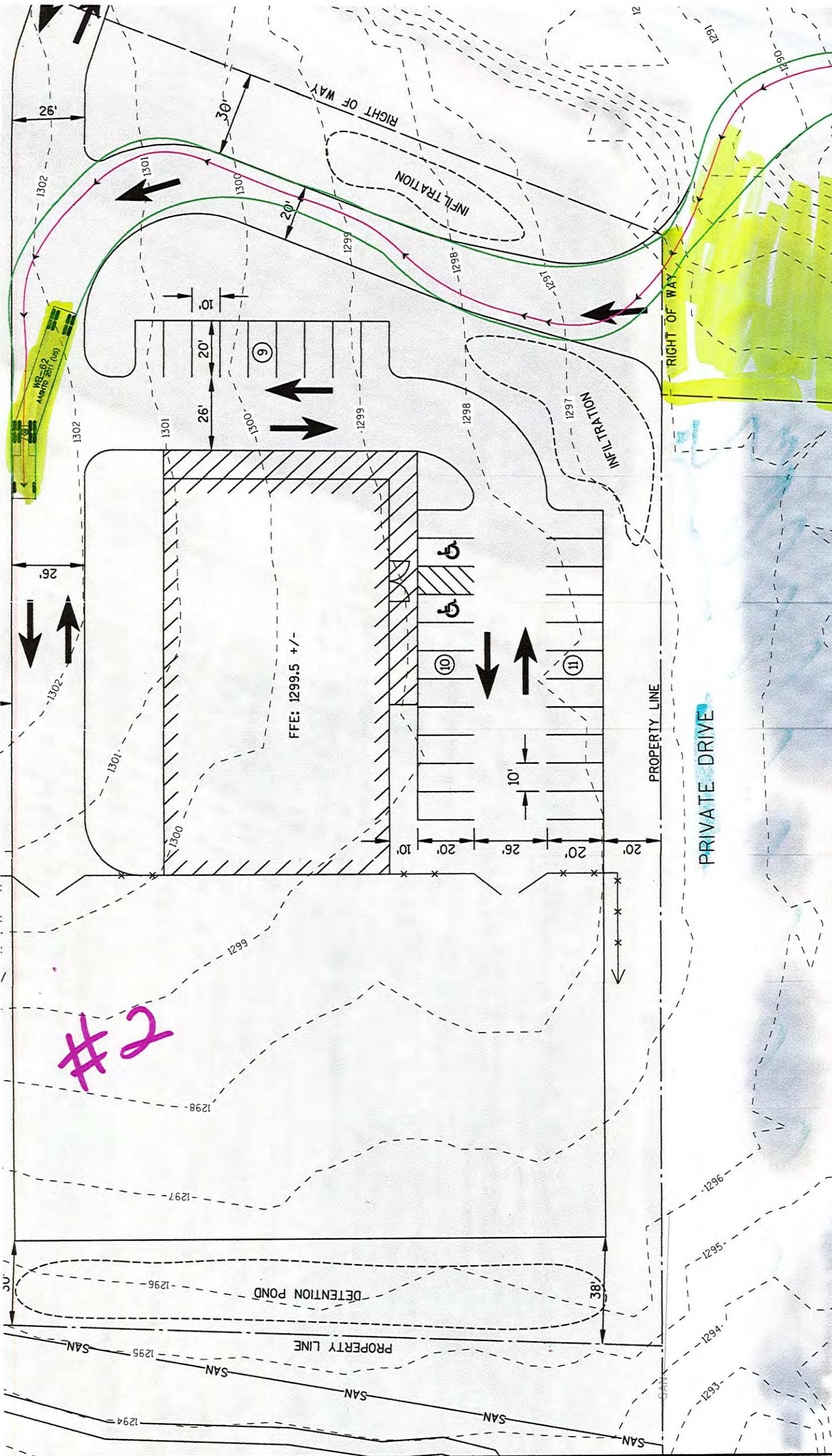
REV. DATES:



WITTER LAND PROPERTIES
WAUSAU, WI

City owned
Private Road

Note: Red IS tractor
 Green IS trailer



<p>BECHER-HOPPE 330 Fourth Street • PO Box 8000 Wausau, WI • 54402-8000 715.845.8000 • Fax 715.845.8008 becherhoppe.com</p>	DRAWN BY: MTG CHECKED BY: MMH	PROJECT NO: 2015.084	SCALE 	MARATHON TOWN & COUNTRY WAUSAU, WI	SITE PLAN CON
	DATE: JULY 2015	REV. DATES:			

MID-STATE ENTERPRISES, INC.

OBJECTION

City of Wausau
Capital Improvements and Street Maintenance Committee

Thursday, July 9, 2015, at 5:30 p.m.

Mid-State Enterprises, Inc. objects to what is described on the Agenda as a proposed driveway access to County Highway U (Item 7). Mid-State Enterprises, Inc. urges this Committee to recommend denial of the proposal on the following grounds:

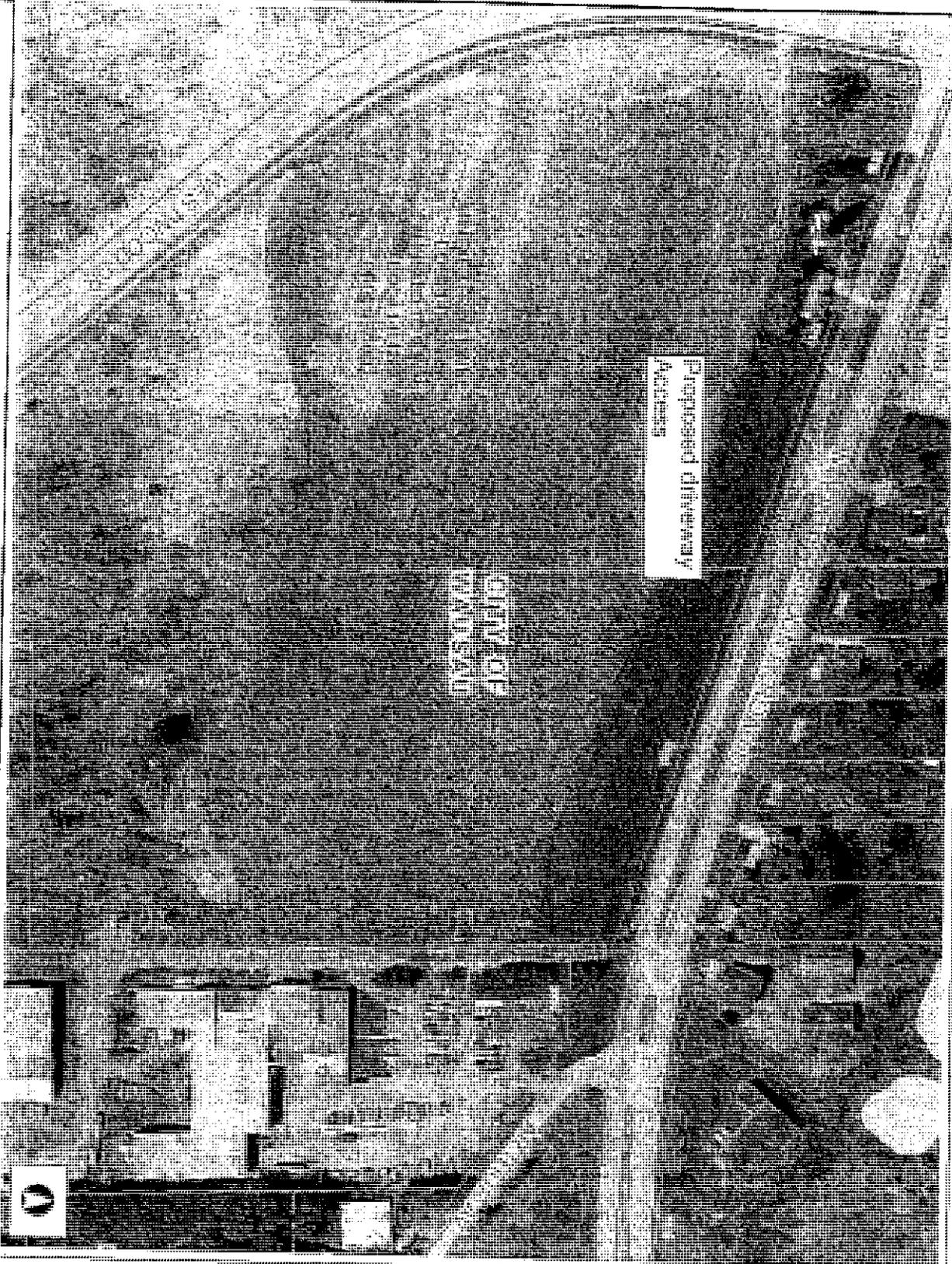
1. The map attached to the Official Notice and Agenda, reproduced and attached as Exhibit A hereto, does not show the precise location or width of any proposed private driveway access, only an arrow pointing to a general location.
2. The Staff Report to CISM Committee of July 9, 2015, which is part of the Agenda, purports to recommend approval when it is the belief of Mid-State Enterprises, Inc. that the Staff only meant to give information to this Committee.
3. The Staff Report recommends that the "owners" work out an agreement for maintenance. It is inappropriate for this Committee to approve an access subject to owners being required to reach some sort of future agreement. **The Committee should be aware of the fact that Mid-State Enterprises, Inc. has never been contacted by the owners of 2025 County Road U to discuss their proposal. ALSO THE EASEMENT OWNERS ONLY ACCIDENTALLY BECAME AWARE OF THIS MEETING YESTERDAY AS NO NOTICE WAS GIVEN TO THEM.**
4. The existing cement work of the easement access to County Highway U was paid for by Mid-State Enterprises, Inc. and the road on the easement was originally installed by it at its sole expense, and now it is proposed that another party, who did not share in the these expenses, be granted the right by the City to use the access.
5. The aerial photograph on Exhibit A shows that the access to the lands owned by Witter Land Properties was intended to be west of the area under discussion, where a specific break in the median on County Highway U was provided so traffic exiting that property would be able to travel in either direction.
6. At the time that County Highway U was rebuilt, the easement of Mid-State Enterprises, Inc. to the highway was not extinguished, so the proposal being made to this Committee is that it allow another to use the specific easement access held by Mid-State Enterprises, Inc. Therefore an approval by this Committee would have the effect of interfering with the use by Mid-State Enterprises, Inc. of its easement rights.

Certified Survey Map 24-145, reproduced and attached as Exhibit B hereto, shows the lands to the south in which Mid-State Enterprises, Inc. had an interest prior to the taking by the City of the small strip adjacent to County Highway U.

Exhibit C attached hereto shows the land taken by the City and reflects that the 33 foot ingress/easement was not extinguished.

7. This Committee has neither been given any engineered draw ups on what it is being asked to approve nor any traffic flow information relating to the grant of the proposed driveway access. At the time of the prior County Highway U road work concerns were raised about the amount of semi tractor/trailer traffic in the area of the juncture between the easement access and Highway U and the proximity of Arthur Avenue. The proposal before this Committee would greatly increase traffic at this location and such traffic increase would be considerably reduced if access to the Witter Land Properties was adjacent to the median break further west.

In addition, semi tractor/trailers routinely enter and exit the easement access of Mid-State Enterprises, Inc. When such semis turn into and out of the easement access area (which is only 33 feet wide), because of the wide turning radius to make the corner, the full easement width is used so the semis will come dangerously close to any Witter Land Properties' traffic entering the easement access. The potential congestion between semis and automobiles attempting to use any new proposed driveway access would constitute a safety hazard, especially as the semi drivers will have to watch cross traffic on County Highway U, traffic coming in from Arthur Avenue, traffic exiting Mid-State Contracting's main lot, traffic on the easement area, and now traffic from an offshoot, private, uncontrolled road flowing into the easement entrance while trying to turn a semi across Highway U.



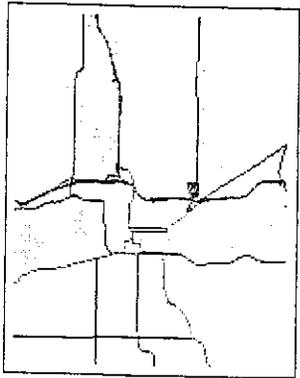
Map Created: 6/26/2015

99.50 0 99.50 Feet

User: Defined Lambert Conformal Conic

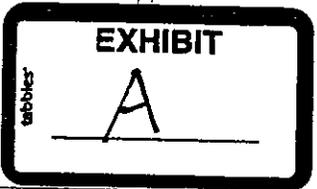
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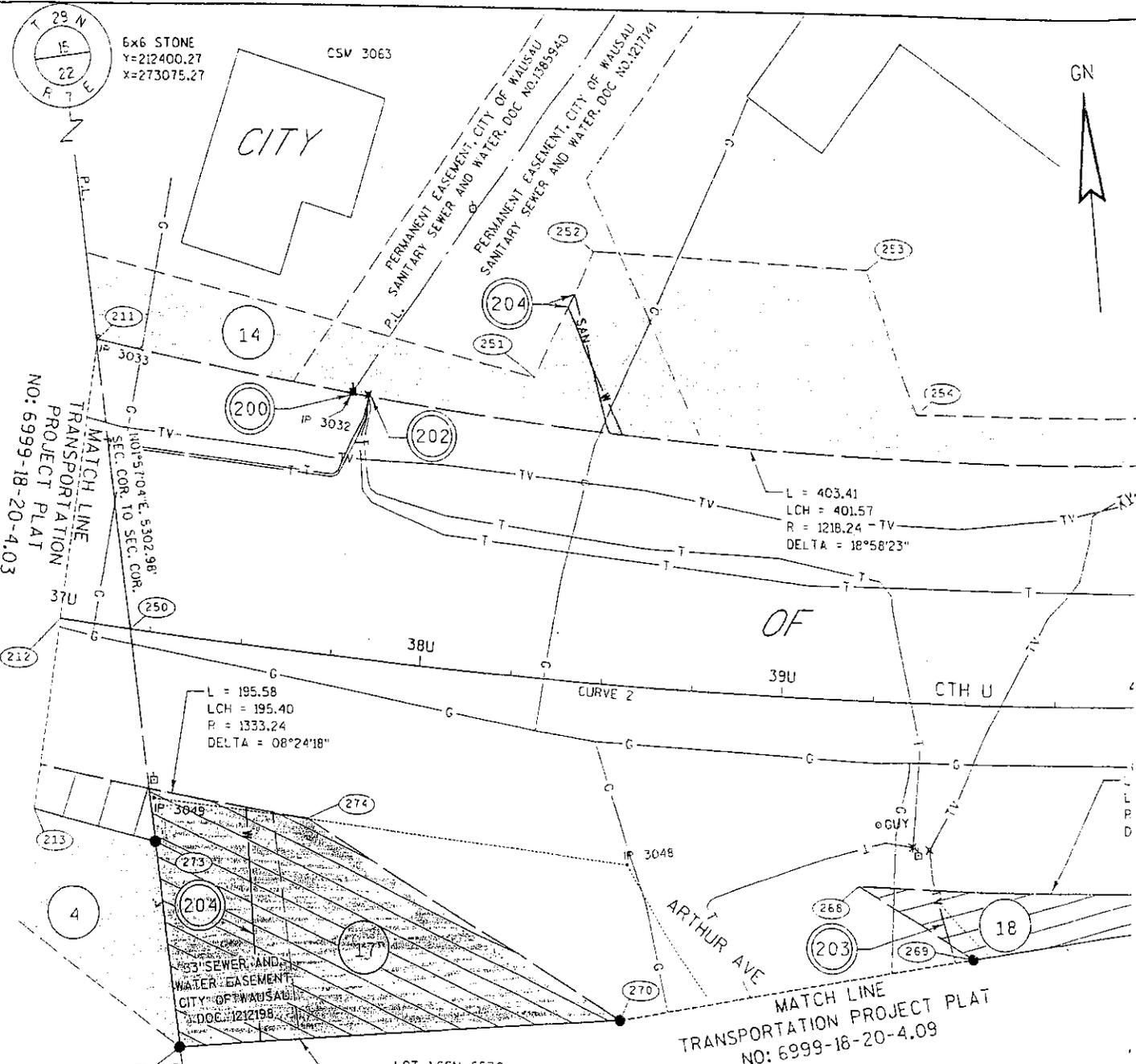
THIS MAP IS NOT TO BE USED FOR NAVIGATION



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

Notes





6x6 STONE
Y=212400.27
X=273075.27

TRANSFORMATION PROJECT PLAT
NO: 6999-18-20-4.03

L = 195.58
LCH = 195.40
R = 1333.24
DELTA = 08°24'18"

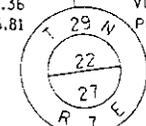
L = 403.41
LCH = 401.57
R = 1218.24 - TV
DELTA = 18°58'23"

33" SEWER AND WATER EASEMENT
CITY OF WAUSAU
DOC. 1212198

LOT 1 CSM 6530
VOL. 24 PG. 145

WAUSAU WATER WORKS WATER MAIN OCCUPIES A CITY OF WAUSAU OWNED EASEMENT ACROSS PARCEL 17. UPON TRANSFER OF PARCEL 17 TO THE CITY OF WAUSAU THE EXISTING EASEMENT ACROSS PARCEL 17 IS EXTINGUISHED BY LAW.

SURVEY NAIL
Y=207100.36
X=273255.81



CTH U
CURVE 2 DATA
PI = 374+84.22
Y = 211894.16
X = 273146.93
PC = 340+95.95
Y = 211987.43
X = 272676.17
PT = 400+68.34
Y = 210883.80
X = 273437.01
T = 288.26
L = 572.36
R = 1950.00
DELTA = 16°49'05" LT
D = C2°56'18"



POINT NO.	STATION	OFFSET
211	37+00.00	-75.27
212	37+00.00	0.00
213	37+00.00	51.95
250	37+19.51	0.00
251	38+26.00	-80.00
252	38+40.00	-115.00
253	39+20.00	-114.90
254	39+35.00	-77.00
255	40+68.34	-75.01
256	40+68.34	-80.00
257	41+54.85	-61.00
258	43+00.00	-61.3E
259	43+00.00	0.00

POINT NO.	STATION	OFFSET
260	43+00.00	60.54
261	42+83.30	58.08
262	42+82.81	53.0E
263	40+68.34	51.35
264	40+35.02	55.57
265	40+08.34	50.37
268	39+22.50	49.99
269	39+53.30	68.51
270	38+60.63	30.00
272	37+45.90	109.67
273	37+33.29	55.84
274	37+73.13	44.44
275	40+08.01	-64.63

POINT	Y (NORTHING)	X
IP 3032	211985.855	27
IP 3033	212005.750	27
IP 3040	211836.539	27
IP 3048	211854.755	27
IP 3049	211881.555	27

SCHEDULE OF LANDS & INTERESTS REQUIRED
OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES

SHEET NUMBER	PARCEL NUMBER	OWNER
4.02, 4.03, 4.04	4	WITTER LAND
4.04	14	RM STEPHENS
4.04, 4.05	16	GARY R STEIN
4.04, 4.09	17	MID STATE CO
4.04, 4.05, 4.09	18	HENNING CONST
---	200	WISCONSIN PUB
---	202	FRONTIER COM
---	203	CHARTER COM
---	204	WAUSAU WATER



Meeting Minutes

Date: 8/18/2015

Location: Teleconference

Topic: Access to CTH U

Author: Tom Ellenbecker



Meeting Attendees:

Rich Handrick (WisDOT – Rhinelander)

Kelly Nicolaus (WisDOT – Wisconsin Rapids)

Jim Borysenko and Tom Ellenbecker (REI)

Discussion Items Summary

- Jim gave a brief description of the proposed development plan and concerns over opening access up to additional users
- It was confirmed that Ms. Kelly Nicolaus is WisDOT's key contact person regarding this circumstance. Kelly then involves other WisDOT departments and contacts as required.
- Rich stated:
 - The City has jurisdiction over access control from Arthur Ave west. They would ultimately have review and permitting authority of any proposed driveway connection.
 - WisDOT has a Jurisdictional Transfer (JT) with the City of Wausau for this area as it is expected to develop
 - When WisDOT takes the lead in review of access, they consider such things as compatibility of users (when joint access is being proposed), anticipated traffic counts, access point safety, and long-range goals when permitting new access points or new/additional users of the access.
 - WisDOT does not specify how private parties share in the maintenance for joint access within the right of way.
 - Within the planning stage of the HWY U/K interchange, WisDOT considered the driveway shared by MSCI and Goodin to be substandard due to its proximity to the proposed interchange and Arthur Avenue. WisDOT considered eliminating this access point onto HWY U but it was deemed to have too great of an economic impact on the businesses utilizing the access, so it was left in place.
 - Normally the WisDOT prefers to restrict access within 1320' of its interchanges.
 - WisDOT would anticipate future development west of the shared driveway to be serviced by the median cut placed to the west and/or off of 20th Avenue.
 - The HWY U right-of-way was widened in the vicinity of Arthur Ave and the private driveway to possibly allow for these access points to be reconfigured in the future.
 - A lack of vehicular storage space along HWY U could become problematic due to the median cuts servicing the joint driveway and Arthur Avenue being placed in close proximity to each other (approximately 100' apart as measured edge to edge).
 - WisDOT would not recommend allowing additional users access onto HWY U via the shared driveway due to the reasons mentioned previously.



RESPONSIVE. EFFICIENT. INNOVATIVE.

4080 N. 20th Avenue Wausau, WI 54401
715-675-9784 www.REIengineering.com

MEMORANDUM

To: City of Wausau, Capital Improvements and Street Maintenance Committee
From: Walter Gene Lew on behalf of Mid-State Enterprises, Inc.
Date: August 19, 2015
Re: County Highway U Proposed Access

Witter Land Properties (“Witter”) has requested approval to traverse an unimproved right-of-way adjacent to County Highway U so it can utilize the driveway apron and sidewalk that Mid-State Enterprises, Inc. (“Enterprises”) paid for to use the easement road that serves Enterprises and Mid-State Contracting LLC’s properties. Witter plans to utilize the proposed access for at least one business to be located on its property. Witter is making this request to avoid paying for the installation of an access point to its property at the location where the Wisconsin Department of Transportation (“WisDOT”) engineered it to be.

As the Committee knows, almost all City lots end a distance back from the curb, which is the unimproved portion of the road right-of-way. Witter’s position is that if you have a City lot and your neighbor has already installed his driveway to his lot, then rather than going through the expense of putting in your own driveway you should be able to just drive parallel to the road across the strip of land that the City owns and use the apron and sidewalk your neighbor installed at the end of his driveway. If that is to be the case, Wausau’s development will change dramatically. Why would a person pay for the cost of a sidewalk and driveway apron if he can simply utilize his neighbor’s driveway via the land between the curb and the end of the neighbor’s lot line? That sound preposterous but that is the position Witter is taking in its request.

Witter has supplied the Committee with letters stating positions and facts as Witter would desire them to be but not the responsive letters with respect to its allegations and misstatements. Accordingly, please find attached the following response letters:

- August 4, 2015 letter and enclosure to Shane Vander Waal responding to his letter to me on August 4, 2015.
- August 11, 2015 letter and enclosure to Shane Vander Waal responding to his letter to me of August 10, 2015.
- August 18, 2015 letter and enclosure to Shane Vander Waal responding to his letter to me of August 10, 2015. **We have not received a response to our request for documentation on the representation that WisDOT approved Witter’s proposal.**

It is also noted per page 5 of the August 13, 2015 Committee meeting notes that Dave Johnson, on behalf of Witter, represented that “Johnson has been talking with Roy Mumper for about a month.” In Mr. Johnson’s July 14, 2015 email to me, he states “this is the first time I have heard about Roy” Likewise Mr. Johnson also stated that the City purchased the right-of-way for \$24,000, which is incorrect. The purchase price also included a sign that had to be moved and relocated, use of additional land and other improvements on the property. Witter also asserts that there will be low traffic counts from the proposed use of its business site but it has not even provided any traffic counts from the potential purchaser’s current location, let alone projections at the planned new location.

Even if the Committee ignores the legality of allowing the requested use of improvements that Enterprises paid for, it is Enterprises’ position that because of the steep slope of the road that serves its property as it intersects County Highway U and the fact that semis, commercial lowboy trailers and other vehicles entering and exiting through that driveway must contend with not only east and west bound traffic on County Highway U but also traffic from Arthur Avenue (which will increase once the commercial property next to Highway 51 is developed), the proposed access represents an unacceptable safety risk to the parties that would be using that access. Such use was never envisioned when the WisDOT made the median cut that was to serve only the properties that the easement road presently serves. The Committee needs to be aware of the fact that the WisDOT spent a great deal of money to terminate the Overlook Heights Drive access on the north side of County Highway U. Overlook Heights Drive was turned into a cul-de-sac because it was deemed to be too close to Highway 51, even though it was located much further west from Highway 51 than the proposed access point under discussion.

Attachments

jmn

TERWILLIGER, WAKEEN, PIEHLER & CONWAY, S.C.
ATTORNEYS AT LAW

327 N. 17TH AVENUE, SUITE 301 • P.O. BOX 8063

WALTER GENE LEW
ATTORNEY AT LAW
TELEPHONE 715-845-2121 x22
FACSIMILE 715-845-3538
EMAIL wglew@twpclaw.com

WAUSAU, WISCONSIN 54402-8063

JILL M. NEWMAN
LEGAL ASSISTANT
TELEPHONE 715-845-2121 x32
EMAIL jill@twpclaw.com

August 4, 2015

*Via Email: vanderwaal@pvsrlaw.com
and First Class Mail*

Shane J. Vander Waal
Pietz, Vander Waal, Stacker & Rottier, S.C.
530 Jackson Street
P.O. Box 1343
Wausau, WI 54402-1343

Re: County Highway U Driveway Access Issue

Dear Mr. Vander Waal:

I have received your letter of August 4, 2015, and I believe that you do not have all of the relevant facts. At the time County Highway U was rebuilt the Wisconsin Department of Transportation acquired and arranged for the transfer to the City of Wausau the lands as described in the Deed recorded as Document No. 1626711. That deed showed the legal description by reference to the Plat. If you examine that Plat, you will note that the existing Easement over the area is described but not extinguished. In other words, the City acquired the area in question subject to the existing Easement.

Mid-State Enterprises, Inc. did not convey its Easement interest and did not receive any compensation for a taking or extinguishment of such Easement interest.

Your letter refers to an Easement Agreement from 2014. I believe you are looking at the wrong document. The Easement at issue was not created in 2014 but rather in 1991.

Attached is a copy of CSM No. 6530 referenced on the Plat Map which shows the Easement which was created in 1991. The 2014 Easement Agreement is not relevant to the issues under discussion and cannot be read to imply that Mid-State Enterprises, Inc. conveyed, gave away or waived its Easement rights, and further the 2014 Easement Agreement cannot be read as any sort of acknowledgment or admission that Mid-State Enterprises, Inc. has ever conveyed, given away or waived its Easement rights.

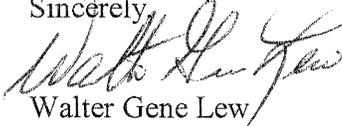
Since the Easement rights of Mid-State Enterprises, Inc. still exist it is our position that the City of Wausau, without a condemnation proceeding, cannot grant rights to travel over our client's Easement to any other party.

Shane J. Vander Waal
August 4, 2015
Page 2

On the traffic issue Mid-State Enterprises, Inc., like any other property owner or citizen in Wausau, has a right to voice its concern for what it perceives a potentially dangerous traffic condition. At the time of the Highway U reconstruction questions were raised by the DOT and others concerning the traffic patterns in this specific area. The access proposed by your clients would not only increase traffic in this potentially congested area but would clearly impact the ability of trucks entering the Easement access to safely negotiate their turns.

Prior to your being retained discussions were had with Dave Johnson to try to reach an agreement providing for the access point to moved further back from the Highway. You clients refused to consider that as an option.

Sincerely

A handwritten signature in cursive script, appearing to read "Walter Gene Lew".

Walter Gene Lew

WGL/jmn

Enclosure

cc w/attachment: Anne L. Jacobson, City Attorney (*via email and first class mail*)

TERWILLIGER, WAKEEN, PIEHLER & CONWAY, S.C.
ATTORNEYS AT LAW

327 N. 17TH AVENUE, SUITE 301 • P.O. BOX 8063

WAUSAU, WISCONSIN 54402-8063

WALTER GENE LEW
ATTORNEY AT LAW
TELEPHONE 715-845-2121 x22
FACSIMILE 715-845-3538
EMAIL wglew@twpclaw.com

JILL M. NEWMAN
LEGAL ASSISTANT
TELEPHONE 715-845-2121 x32
EMAIL jill@twpclaw.com

August 11, 2015

*Via Email: vanderwaal@pvsrlaw.com
and First Class Mail*

Shane J. Vander Waal
Pietz, Vander Waal, Stacker & Rottier, S.C.
530 Jackson Street
P.O. Box 1343
Wausau, WI 54402-1343

Re: County Highway U Driveway Access Issue

Dear Mr. Vander Waal:

Your letter dated August 10, 2015 refers to the unit rule as discussed in the City of Milwaukee Post No. 2874 v. Redevelopment Authority case at 319 Wis. 2d 553. I do not believe that case is helpful to the issues in this matter. The unit rule has to do with the total compensation that should be paid when the interests of several "owners" is taken in a condemnation of a single parcel. That is not the case here.

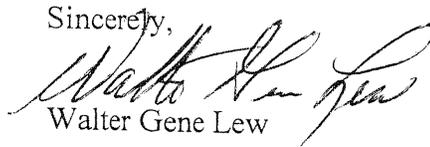
Here the issue is not what should be the compensation, but rather, what was taken in the first place. Deed #1626711 describes the interest the condemning authority chose to acquire by reference to a specific map. What was taken and conveyed to the city was no more and no less than what is shown on the Project Plat 6999-18-20-4.04. Attached is the final version of this Plat as recorded that was given to the property owners as part of the acquisition negotiations. The copy you provided is NOT the final Plat. The map continues to show the presence of the 33-foot ingress and egress easement and shows such easement crossing the parcel taken. Therefore, it is our position that the easement itself was not taken and still exists.

If the easement still exists, the city cannot allow your client to use the easement without separate compensation and a separate condemnation proceeding.

Shane J. Vander Waal
August 11, 2015
Page 2

You seem to be taking the position that since the easement is not labeled as exclusive, your client or anyone else has a right to use the area. That is not the case. Not labeling an easement as exclusive does not make it open to the public.

Sincerely,



Walter Gene Lew

WGL/cds

Enclosure

cc w/attachment: Anne L. Jacobson, City Attorney (*via email and first class mail*)

TERWILLIGER, WAKEEN, PIEHLER & CONWAY, S.C.
ATTORNEYS AT LAW

327 N. 17TH AVENUE, SUITE 301 • P.O. BOX 8063

WALTER GENE LEW
ATTORNEY AT LAW
TELEPHONE 715-845-2121 x22
FACSIMILE 715-845-3538
EMAIL wglew@twpclaw.com

WAUSAU, WISCONSIN 54402-8063

JILL M. NEWMAN
LEGAL ASSISTANT
TELEPHONE 715-845-2121 x32
EMAIL jill@twpclaw.com

August 18, 2015

*Via Email: vanderwaal@pvsrlaw.com
and First Class Mail*

Shane J. Vander Waal
Pietz, Vander Waal, Stacker & Rottier, S.C.
530 Jackson Street
P.O. Box 1343
Wausau, WI 54402-1343

Re: County Highway U Proposed Driveway Access Issue

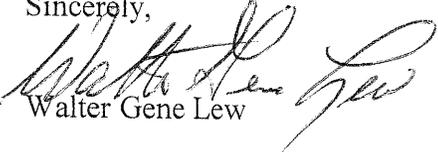
Dear Mr. Vander Waal:

In the fourth paragraph of your August 10, 2015 letter to me you represent that:

The Department of Transportation has approved an entrance onto my client's property. This determination was made after sufficient study that there was a certain level of safety. The level of traffic into my client's property is going to be minimal.

Please provide me with a copy of the Department of Transportation's approval of your client's proposed entrance to the Witter property at the northeast corner as shown in Exhibit 2 (attached) via use of the driveway that currently serves Mid-State Enterprises, Inc. and Mid-State Contracting LLC's properties. If such approval does not relate to this use, please provide a copy of the approval that you refer to and say you have for an entrance onto the Witter property.

Sincerely,


Walter Gene Lew

WGL/jmn

Attachments

cc w/attachment: Anne L. Jacobson, City Attorney (*via email and first class mail*)

AGENDA ITEM

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

BACKGROUND

AECOM has prepared an additional plan view adjusting the road alignment as follows:

- 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.

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.

FISCAL IMPACT

The redesign of Thomas Street, as requested by CISM, will have additional cost from AECOM.

STAFF RECOMMENDATION

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.

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.

Staff contact: Eric Lindman 715-261-6745

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.

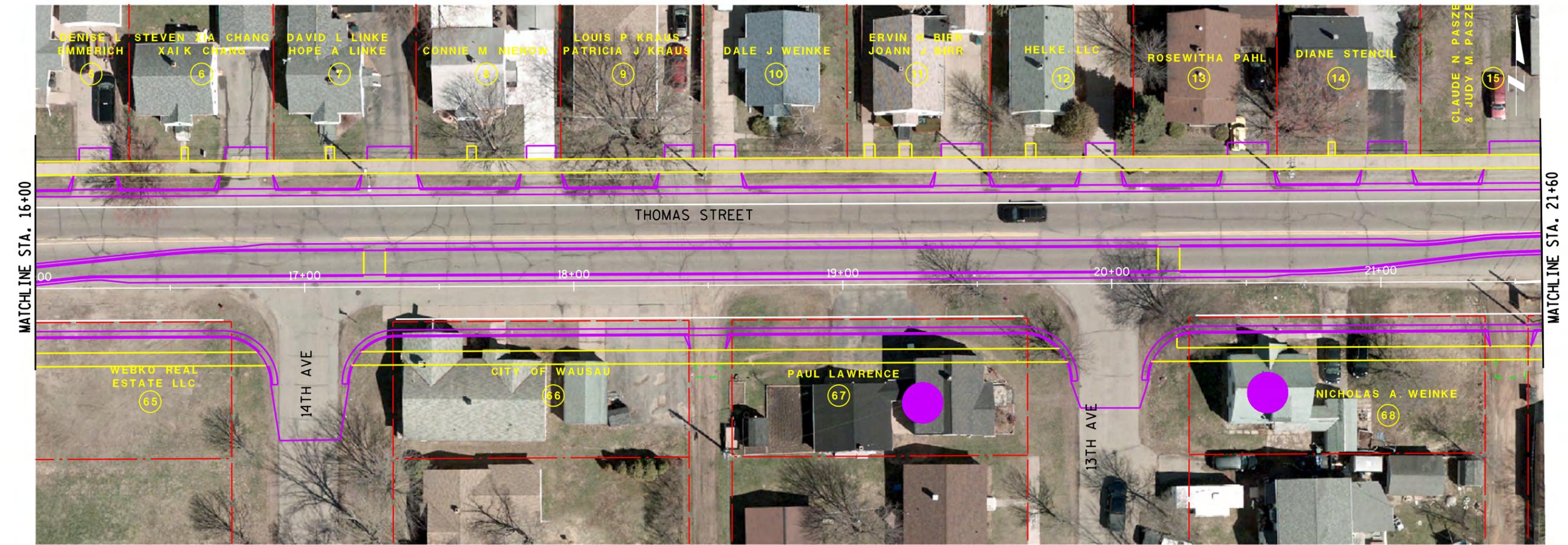
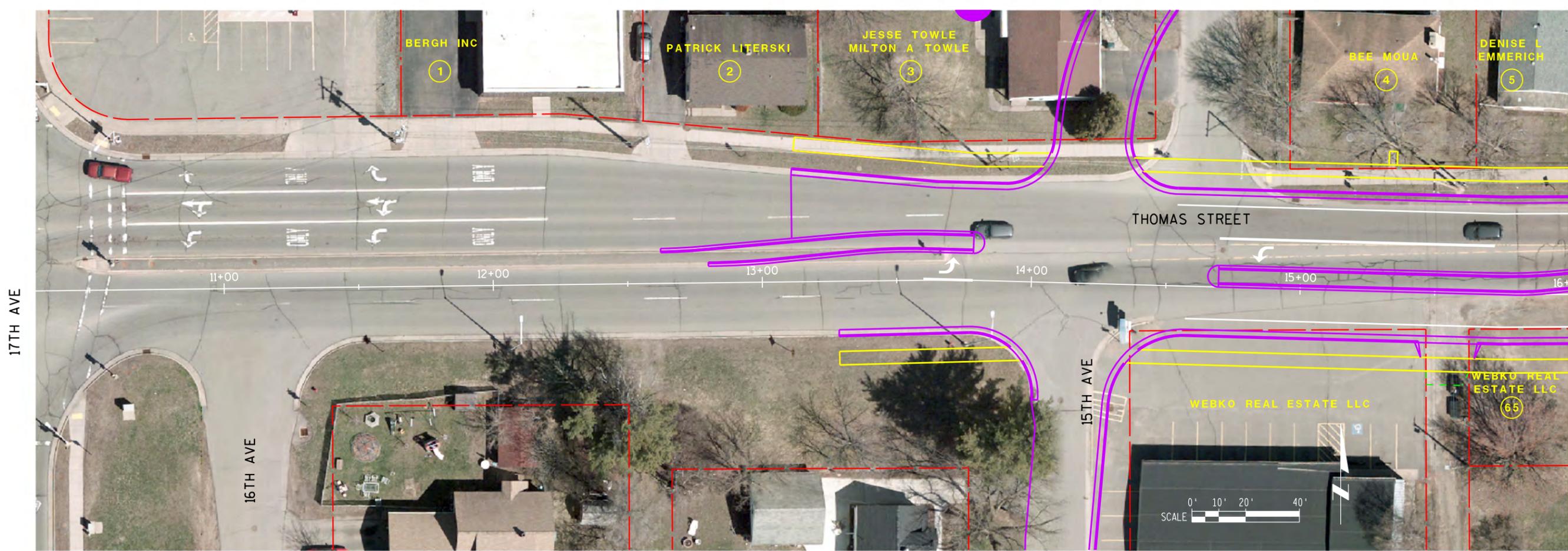
We also put a 3.5 degree skew in the intersection of 15th Ave to minimize impacts to Webko (plan 4).

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

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



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

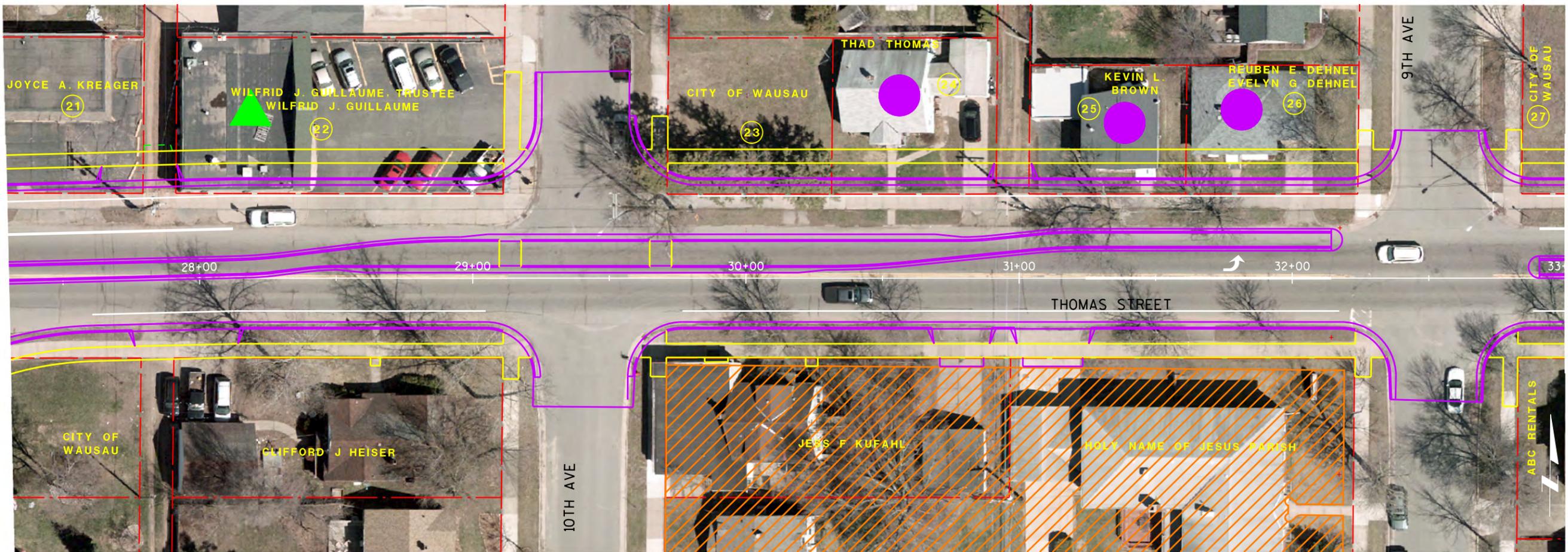
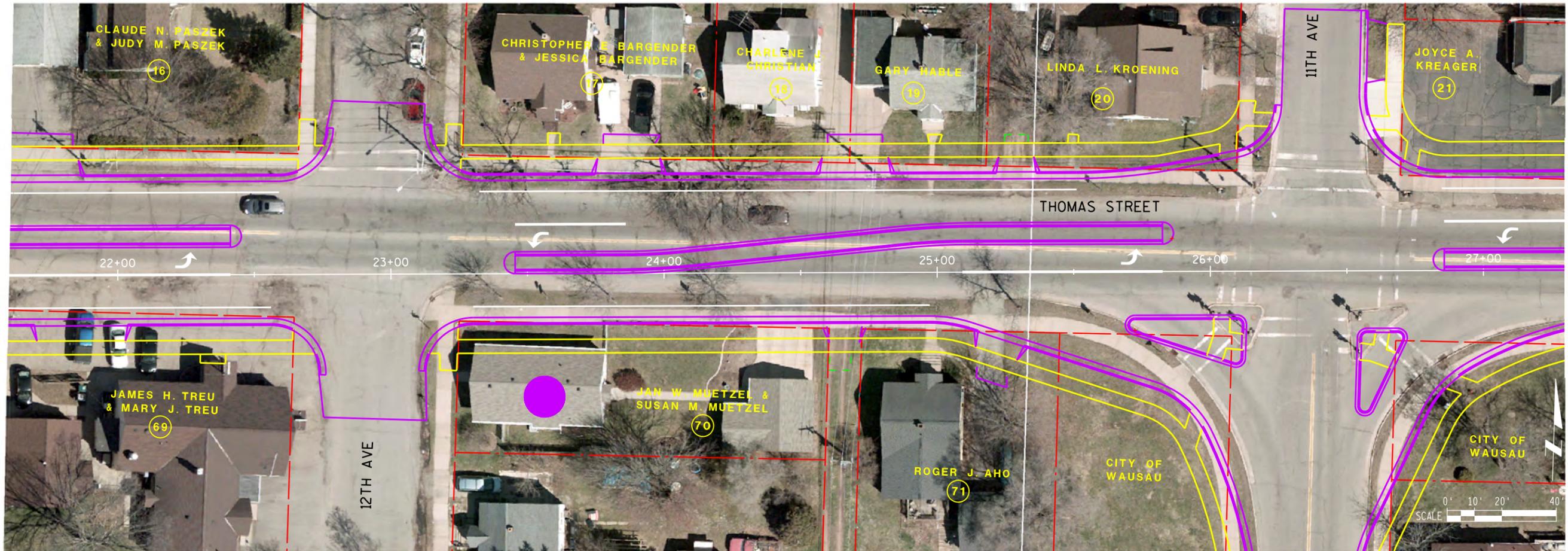
200 Indiana Avenue
Suite 1000, Wauwatosa, WI 53481
T 715.341.8110 F 715.341.7390
WWW.AECOM.COM

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	\$[getvar, "dwgname"]
SHEET NO.	XX-Y-Z
DRAWING NO.	000

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



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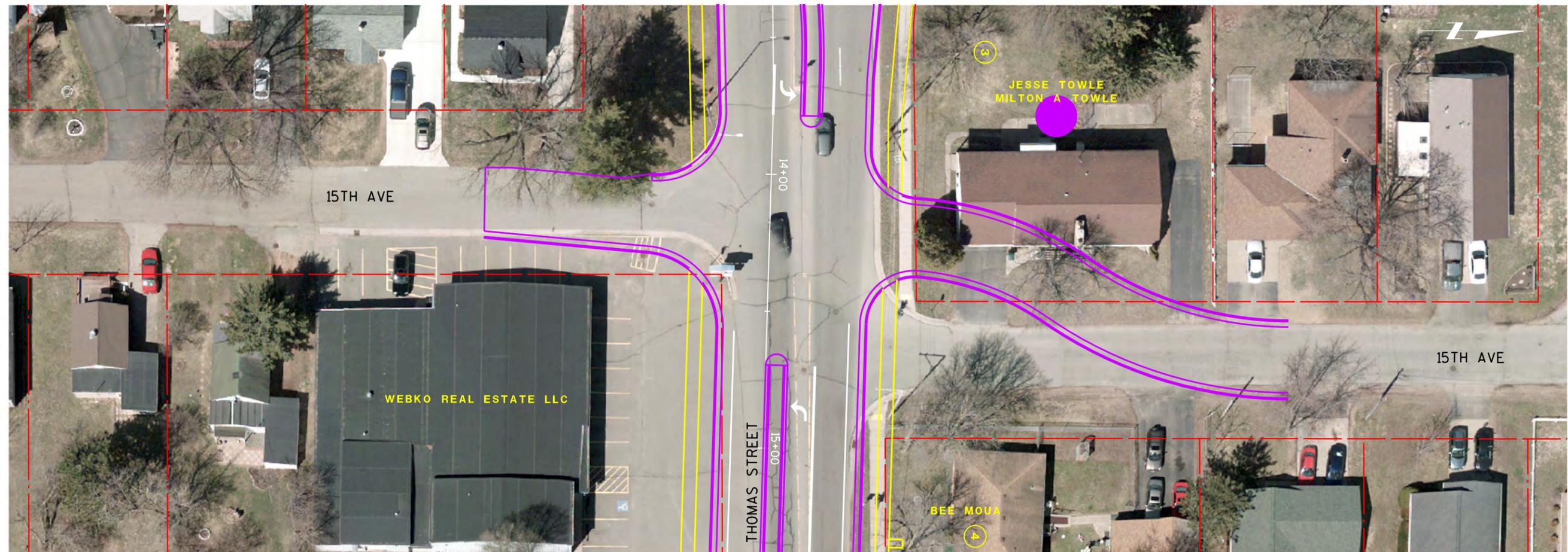
AECOM
 200 Indiana Avenue
 Suite 1000, Wausau, WI 54481
 T 715.341.8110 F 715.341.7390
 WWW.AECOM.COM

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

PLAN VIEW

PROJECT START DATE (M/Y) XXXX 2015
 PROJECT NO. 99979
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 SHEET NO. XX-Y-Z
 DRAWING NO. 000

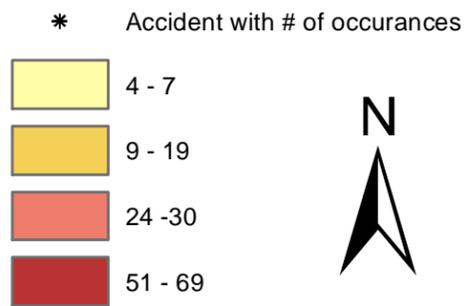
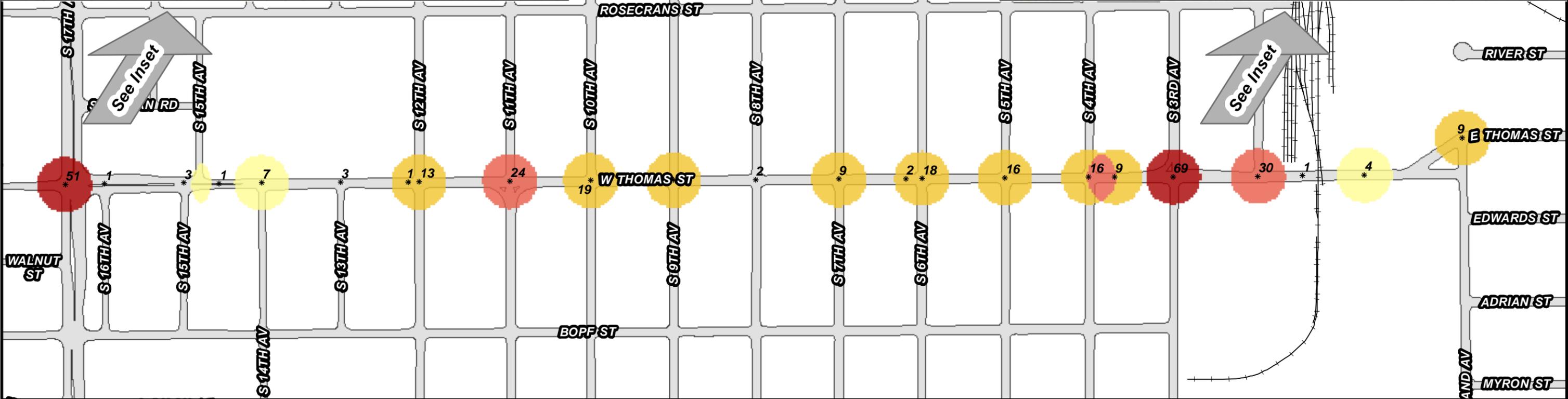
FILE NAME: L:\Work\Projects\99979\gro\plan4_photodgn



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

DRN BY:	DES BY:	CHK BY:	APP BY:	REV	DESCRIPTION	DRN	CHK	DATE (MDY)

<p>AECOM</p> <p>200 Indiana Avenue Suite 100, Waukesha, WI 53481 T 715.341.8110 F 715.341.7390 WWW.AECOM.COM</p>	
<p>CITY OF WAUSAU</p> <p>THOMAS ST (17TH AVE TO 4TH AVE)</p> <p>WAUSAU, WISCONSIN</p>	
<p>PLAN VIEW</p>	



Traffic Accidents

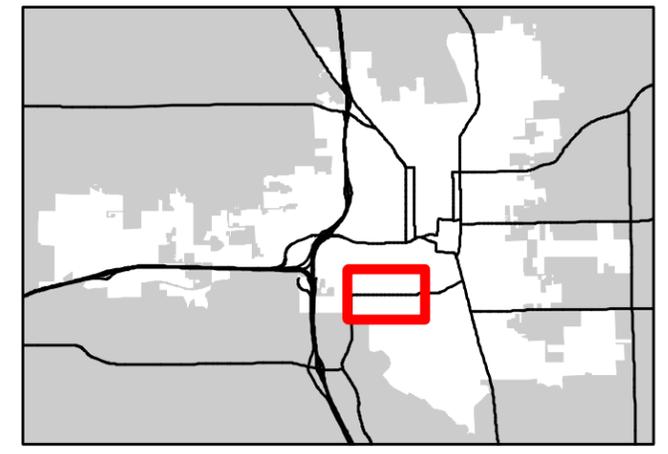
W Thomas Street

(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



Agenda Item 5 - SOQ for Real Estate Services regarding Thomas Street

Please refer to "Packet 2" for this section.

AGENDA ITEM

Discussion and possible action on the safety of the intersection of 4th Avenue and Callon Street

BACKGROUND

This intersection was initially brought up as a safety concern in 2014 at a neighborhood meeting. This intersection is offset and due to a high retaining wall on the corner of 4th and Callon it is difficult to see to the west when traveling north thru the intersection. The City made this intersection a 4-way stop, as approved at Parking & Traffic January 2015, to improve safety.

The retaining wall at 302 Callon Street has failed and needs to be rebuilt. The homeowner received a loan from the City to rebuild her retaining wall about 15 years ago; the wall began to fail in 2014 and has now collapsed into the sidewalk. The owner has stated that she cannot find any contractors to work with her to complete the work. Inspections initially provided her until June 30, 2015 to repair the wall and then provided an extension until September 1, 2015 to complete the work. Inspections have provided her notice that if the work is not completed then the City will have the work completed and the cost of the work will be placed on her tax bill.

Engineering was asked to review the intersection of 4th and Callon regarding accident history and also to determine if it would be feasible to extend the proposed Callon Street project to this intersection for the 2016 construction season. An accident history is attached in your packet for review and discussion. There have been two accidents at this intersection over the past 5 years, latest accident was in 2013.

Due to the budget restrictions, the Callon Street project has been deferred to future years for construction. Engineering looked at the intersection to determine if something can be done to increase visibility without any major street reconstruction. This may be accomplished by stepping back the retaining wall and making it a two or three tier wall, all of this work would be done on private property. Since this would be on private property it would be the responsibility of the homeowner to complete at this time. If the city determined that it is in its best interest or a public safety interest to complete this work then an initial design should be completed to determine how much property would need to be acquired, property acquisition process would need to be followed to acquire property, and then complete the work.

FISCAL IMPACT

Staff resources and time were spent compiling this information but no capital expenditures have been required at this time.

STAFF RECOMMENDATION

Based on the data presented related to accidents and this intersection is now a 4-way stop, staff recommends no realignment of the street or property acquisition at this time. It is recommended to look at this intersection in the future and have it realigned when Callon Street is budgeted for reconstruction.

Staff, if directed, may look at engineering options to step back the retaining wall to allow for better visibility of the intersection. This will require field surveys and drafting of plan options to review.

Staff contact: Eric Lindman 715-261-6745







Accident & Year

	2010		2013
	2011		2014
	2012		2015

Traffic Accidents

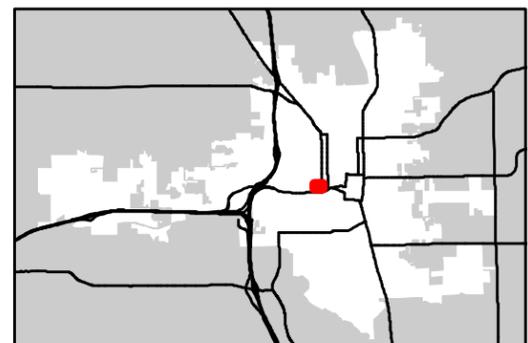
Callon Street

(S 3RD AV - S 5TH AV)

Date: 07/28/2015



- 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



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





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", written over the typed name and title.

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.

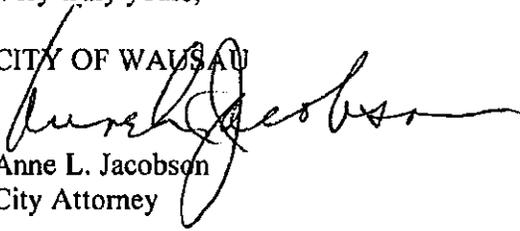
Our entire 12 member Council is elected in April 2012 and in April 2014.

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
Mayor Tipple Roger Sydow Ann Werth
City of Wausau - City Hall - 407 Grant Street - Wausau, WI 54403-4783 • (715)261-6590 • FAX (715)261-6808 • TDD (715)261-6770

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
APRATHON COUNTY - 5

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

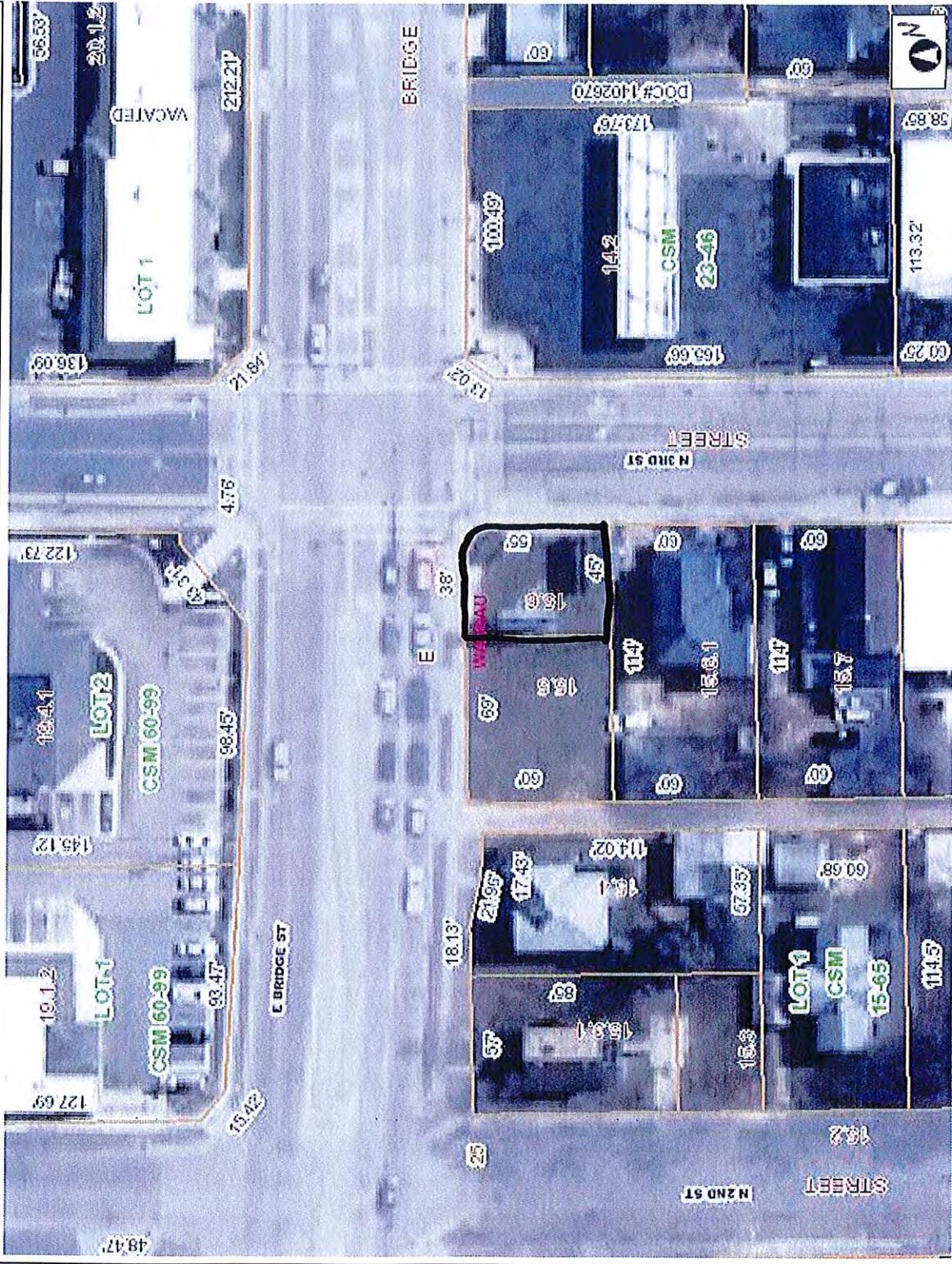
(6) Parcel Special Assessments:

No Data has been entered for this PIN.

Bridge and N 3rd St. Signs



Land Information Mapping System



- HALSEY
- BERN
- HOLTON
- HULL
- BRIGHT
- SPENCER
- BERLIN
- MAINE
- STETIN
- WIENCIS
- MEHMET
- WYMSING
- BERGEN
- TEXASHEWITT
- LEASTON
- STEELE
- REID
- BEVENT
- FRANZEN

Legend

- Parcels
- Land Hooks
- Section Lines/Numbers
- Right Of Ways
- Road Names
- Named Places
- Municipalities
- 2010 Orthos
- Red: Band_1
- Green: Band_2
- Blue: Band_3

30.65 0 30.65 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

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.

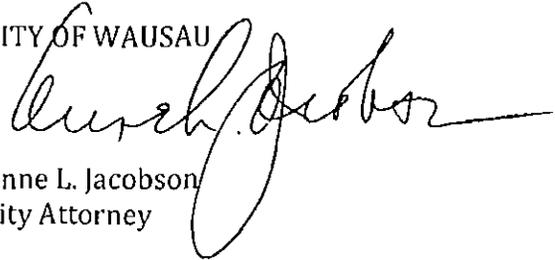
Short of entering into an amendment to the current lease, wherein we would agree that the lease ends on a date different than December 31, 2015, I will treat the lease termination as December 31, 2015.

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

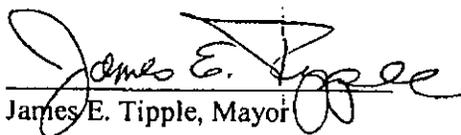
WHEREAS, said City-owned property has two billboards located on it, one of which needs to be moved in order for the City to improve the intersection of East Bridge Street and North 3rd Street; and

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

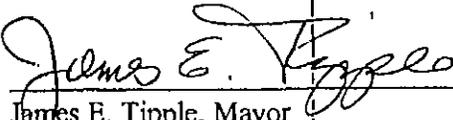
WHEREAS, Lamar additionally offered to double the rent under the current lease of \$3,300 per year to \$6,600 per year to the City for the additional two sign faces through the end of the lease term in 2015 for an expected additional \$26,400 for a total of \$52,800; and

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.

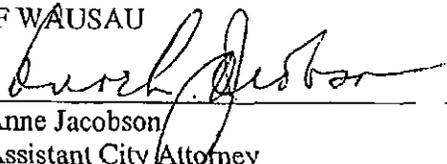
LAMAR CENTRAL OUTDOOR, LLC,
d/b/a LAMAR ADVERTISING OF
CENTRAL WISCONSIN
BY: BRENNAN, STEIL & BASTING, S.C.

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."

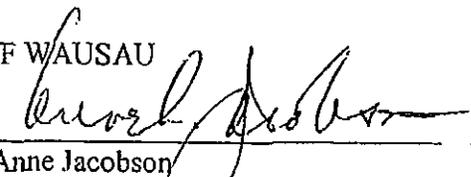
- D. Section 86.19(1), Stats., prohibits billboards from being located within any highway. Lamar understands that the City does not generally permit advertising signs to be located on lands acquired for future highway use, but is allowing such use of lands prior to

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

 New
 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)

AGENDA ITEM

Discussion and possible action on establishing guidelines/recommendations for tree planting related to street construction projects

BACKGROUND

The Parks and Recreation Committee met and discussed establishing and/or modifying street construction policies/guidelines to enhance best management practices for saving the City's tree infrastructure. The committee showed a short video about the Milwaukee tree program and how they have been building their infrastructure around existing trees.

The Parks and Rec. Committee requested that this be discussed at CISM as an agenda item to determine if City ordinances need to be changed or how to implement change and consideration into our street construction projects.

The Engineers have been taking into account boulevard trees by shortening road widths and by avoiding major changes to the roadway grade. For the most part trees are removed along City's street projects for the following reasons:

- The tree is located above existing sewer and water services to be renewed.
- The tree has over grown the boulevard or is located tight to the existing curb and gutter to be removed and replaced.
- The City and County Forester has determined the tree to be dead, dying or an ash tree. To protect the City against the arrival of the Emerald Ash Borer the City-County Forester is proactively thinning the City's ash trees.

The Engineering Department understands the importance of having an abundance of healthy trees along our local streets and the environmental benefits they provide. The Engineering Dept. is open to new construction policies/guidelines; however some of these design items being considered may require policies/ordinances to be changed.

Parks and Rec. Committee also suggested the individual who runs the tree program in Milwaukee come and speak to City Staff about how they have implemented their program and how they have addressed the issues of minimizing damage/taking of trees.

FISCAL IMPACT

No capital expenditures at this point in time. If the City requests a formal training then there would be the cost to have the consultant come to present. In the Parks & Rec committee it was brought up to request the funds from the council's budget.

STAFF RECOMMENDATION

Staff is open to having a presenter come and talk with the Engineering Department about a tree program; need a recommendation from CISM to move forward.

Staff contact: Eric Lindman 715-261-6745

DRAFT

CITY OF WAUSAU – PARK AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: August 3, 2015 at 5:15pm

Location: Board Room, City Hall

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

Others Present: William Duncanson – Director, Blaine Peterson – City Forester, Eric Lindman – Public Works Director, Pat Peckham – City Pages, Patrick Hoerter

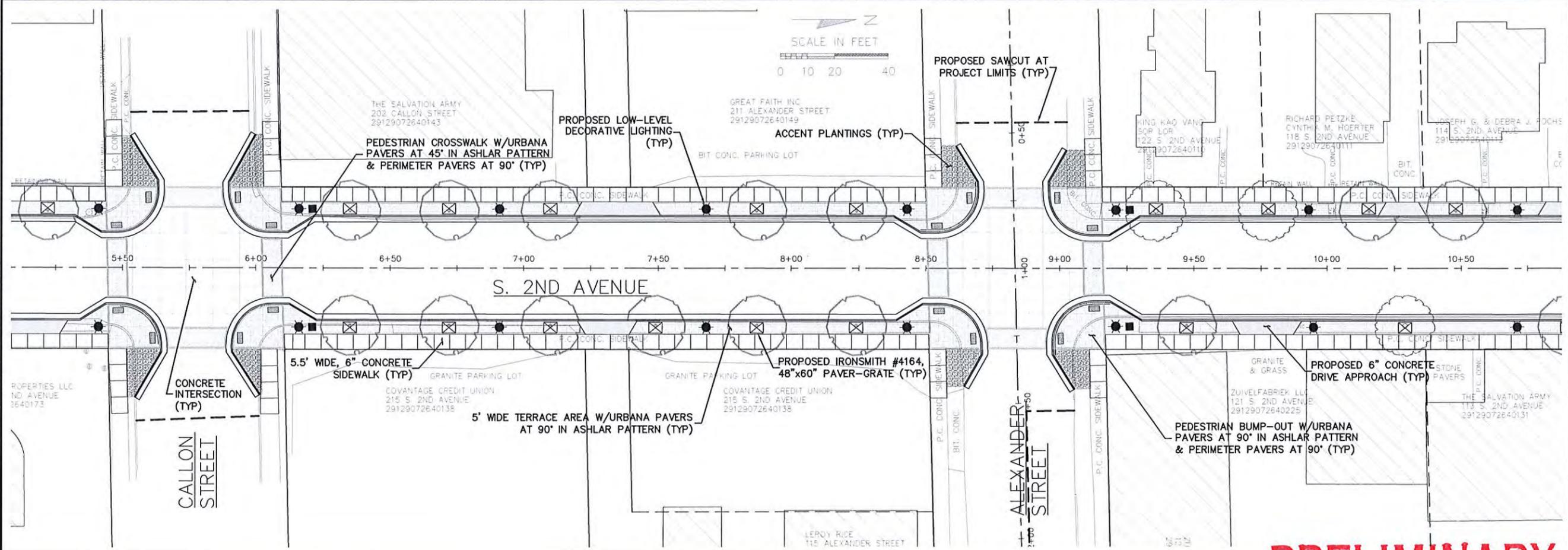
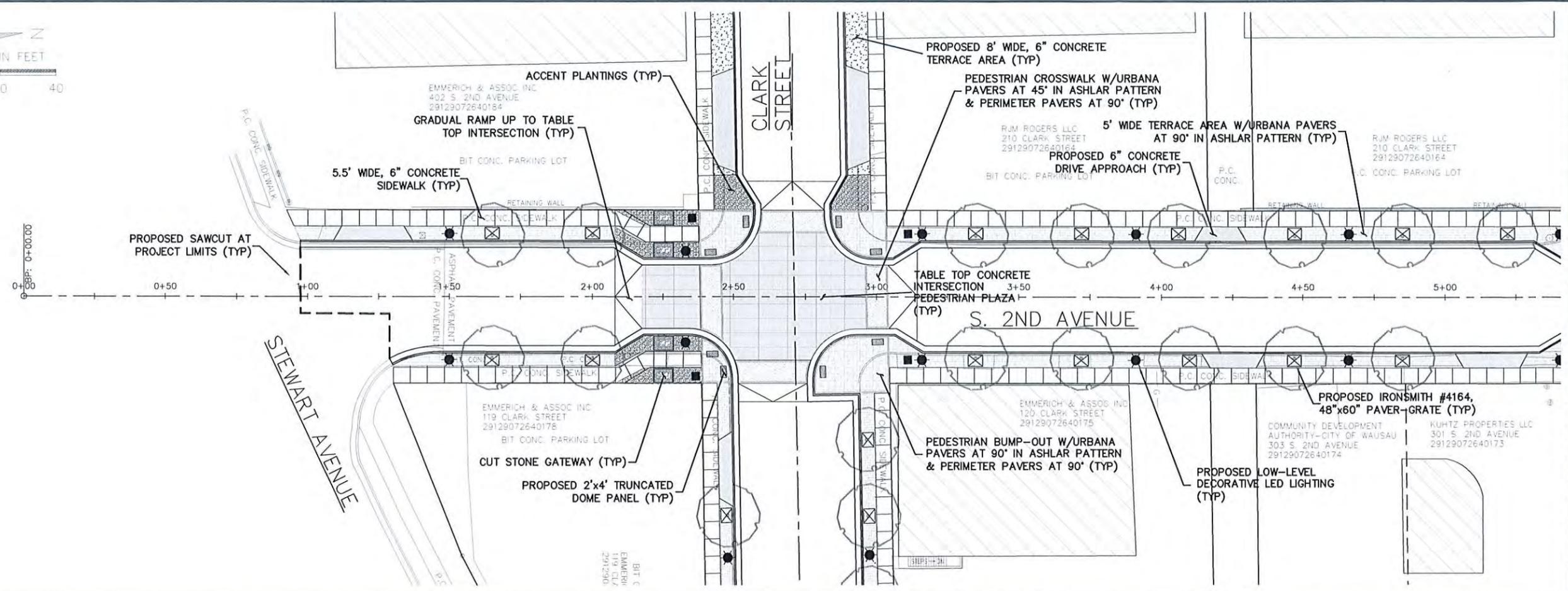
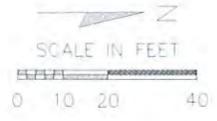
In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. It was noted that there was a quorum present and the meeting was called to order by Oberbeck at 5:15pm.

Street Tree Site Management - Discussion and Possible Action on Reviewing and Enhancing Street Tree Site Design and Management to Optimize Benefits – A short video was presented on a nationally renowned urban street tree program in Milwaukee where they try to preserve trees during construction. Sidewalks go around trees and are raised over larger tree roots instead of just chopping the roots off. By saving trees it saves homeowners money in cooling costs, pollution abatement, and groundwater treatment. Oberbeck would like the City to plan and coordinate streets and sidewalks with the trees to create a better environment. Neal felt that straight line chopping of roots is done here and they don't look to save any individual trees. Lindman said the inspectors mark sidewalks they receive complaints on for possible replacement. Nothing is in place now to look at trees to see if some can be saved. They cut through all trees to get everything to the same grade. Duncanson said it's a matter of working to the current standards the City has and Committee is wondering if the standards could be improved. Neal felt the City should deal with the sidewalk slabs that really need attention and not automatically mark a certain number of slabs falling within the contracted amount for sidewalk maintenance. Peterson said that the Councilpersons have to set the policy and involve the Public Works Department. He has been listening to presentations from Milwaukee's Jim Kringer for years. The forestry division knows what to do but they have to have the department doing the construction buying in and utilizing the information. Lindman said starting in 2016 once they delineate construction projects they could take their standards on one of those major projects and stake where everything is going to be and at that point Peterson could walk through with the engineers and give suggestions about keeping some of the more mature trees. This would be well before final design. Lindman said with the entire sidewalk project they work with the contractor about the sections of the City they are working in and will pick ten different blocks or so and the inspectors will mark those. Nutting said at that point in time a judgement about a tree could be made so the contractor would know about it. Lindman agreed and thought it was something they could implement. Oberbeck felt it was a good opportunity now with the Emerald Ash Borer causing a lot of the ash trees to be replaced. Peterson noted that about 20 percent of street trees are ash. The Riverview area is heavily populated with ash trees. They are salt and drought tolerant and were a major replacement tree on thoroughfare streets in the City. He also mentioned that Wausau has a tradition of real narrow boulevards. Duncanson said there are many difficult situations throughout the City because in some of the older sections, prior to the City having a street tree program, trees were planted by homeowners and they weren't good street trees so it takes more to deal with those. It's not just street construction, sidewalk, curb and gutter it's utility construction also. Duncanson said implementing better standards would cost more money initially because there is the time needed to do workarounds, more fill, different equipment, and contractor education but in the long run the trees would have a longer life span. Currently the City tree crew cuts parts out of declining trees more frequently so the City is exposed to a higher risk as these pieces and parts come down. There are cases where Blaine has planted multiple trees in sites that weren't good sites. They need to make a decision on what appropriate planting sites are for construction and design standards. Peterson said that it wouldn't be that expensive to have Kringer do a local training. Oberbeck thought that the contractors and even some of the surrounding communities should attend the training if interested. They should outline a process of how to make the environment better by the policies that are set. Blaine discussed setbacks for tree plantings in areas without sidewalks. He said from what he has seen the construction behind the existing curb seems to be excessive and the curb will go in the same place and its all backfilled with road base. He said that Kringer works with construction people and he talks the language. They have adapted concrete layers pretty cheaply to lay curb real close to the existing. They pull out the old and put new curb in versus constructing 18" or 2 feet behind the old curb and putting curb in and backfilling. They lay extruded concrete curb around trees, put 2x4's in and push wet concrete up into place. Kringer has videos, power points and is very good. Neal wanted to recommend the pursuit of some kind of tree management system based on acknowledging their value and have Kringer come and

do a presentation. He felt if the budget only has a certain number of dollars to replace a certain number of sidewalk slabs they should focus more on replacing just the real problem ones and do more to address saving trees. Oberbeck felt there would be long term benefits as far as cost savings. Duncanson said this is primarily in Lindman's jurisdiction. The Parks Department has tree professionals for the City and spends almost 20% of its total budget within the street right-of-way between street trees, boulevard mowing, and some sidewalk snow clearing. CISM needs to participate voluntarily in this. It is a street right-of-way issue. Oberbeck said that was the intent of this meeting to see about the possibility of starting to work together between Parks and CISM to create the environment they want. Neal would like Lindman to go to CISM based on a recommendation from the Park Committee to re-envision how sidewalk maintenance and tree management with regards to endangered trees are managed because of standard way we been doing it, to look at a hybrid approach. Lindman said he had tentatively put this item on the CISM agenda. Peterson said also in Milwaukee what seems to work is that the urban forestry department is part of the public works department. Oberbeck felt when a street goes through there should be a project team evaluating it before it gets to the final design stage. Lindman felt the tail end works but the front end needs more involvement. Peterson said he would find out what Kringer has available for training sessions.

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

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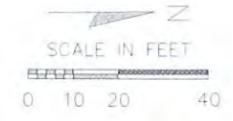
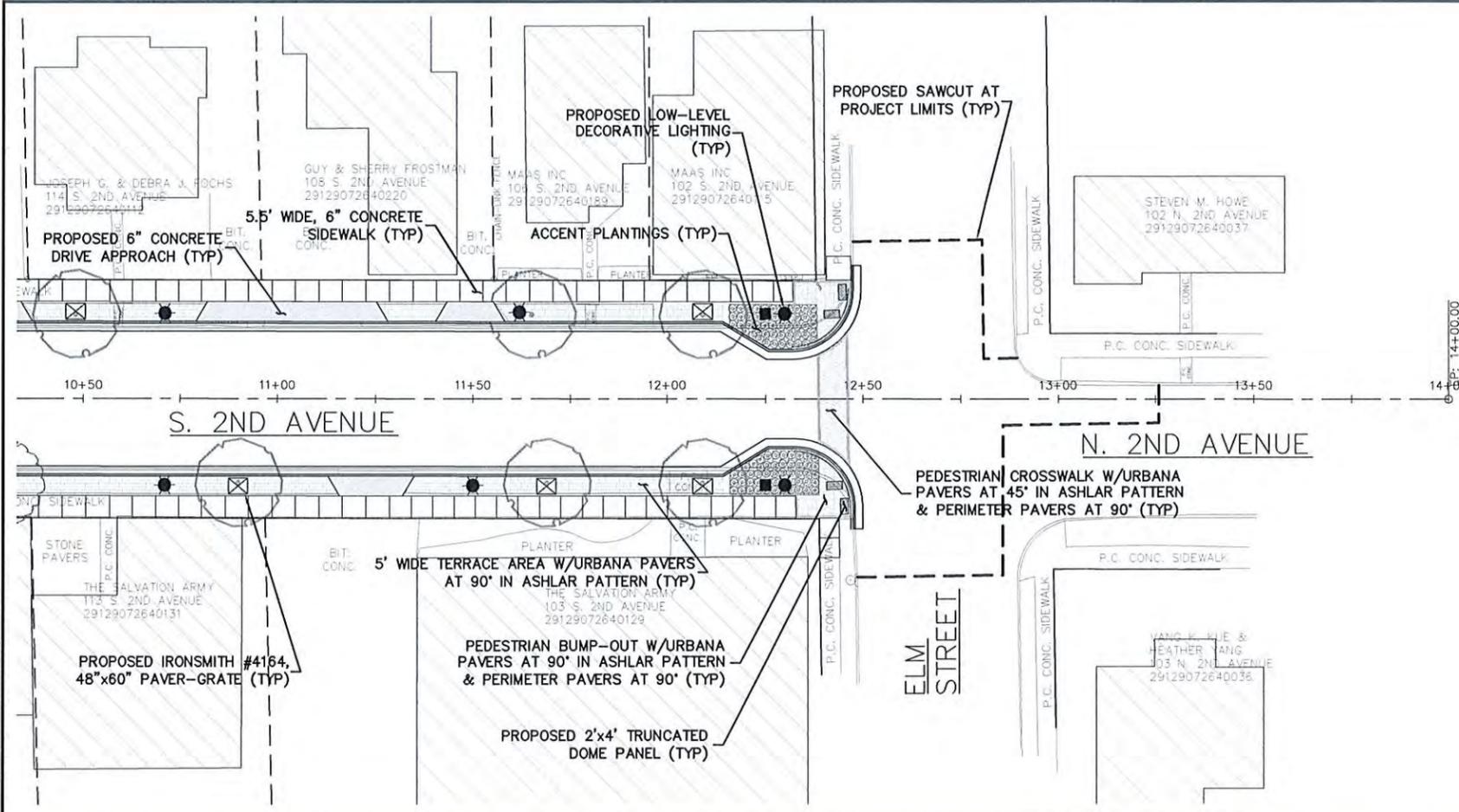
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S. 2ND AVENUE
 STEWART AVENUE - ELM STREET
 HARDSCAPE LAYOUT
 2015 STREET IMPROVEMENT PROJECT "C"

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

PRELIMINARY

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CITY OF WAUSAU
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REVISIONS
 P.R.NIKOLAI
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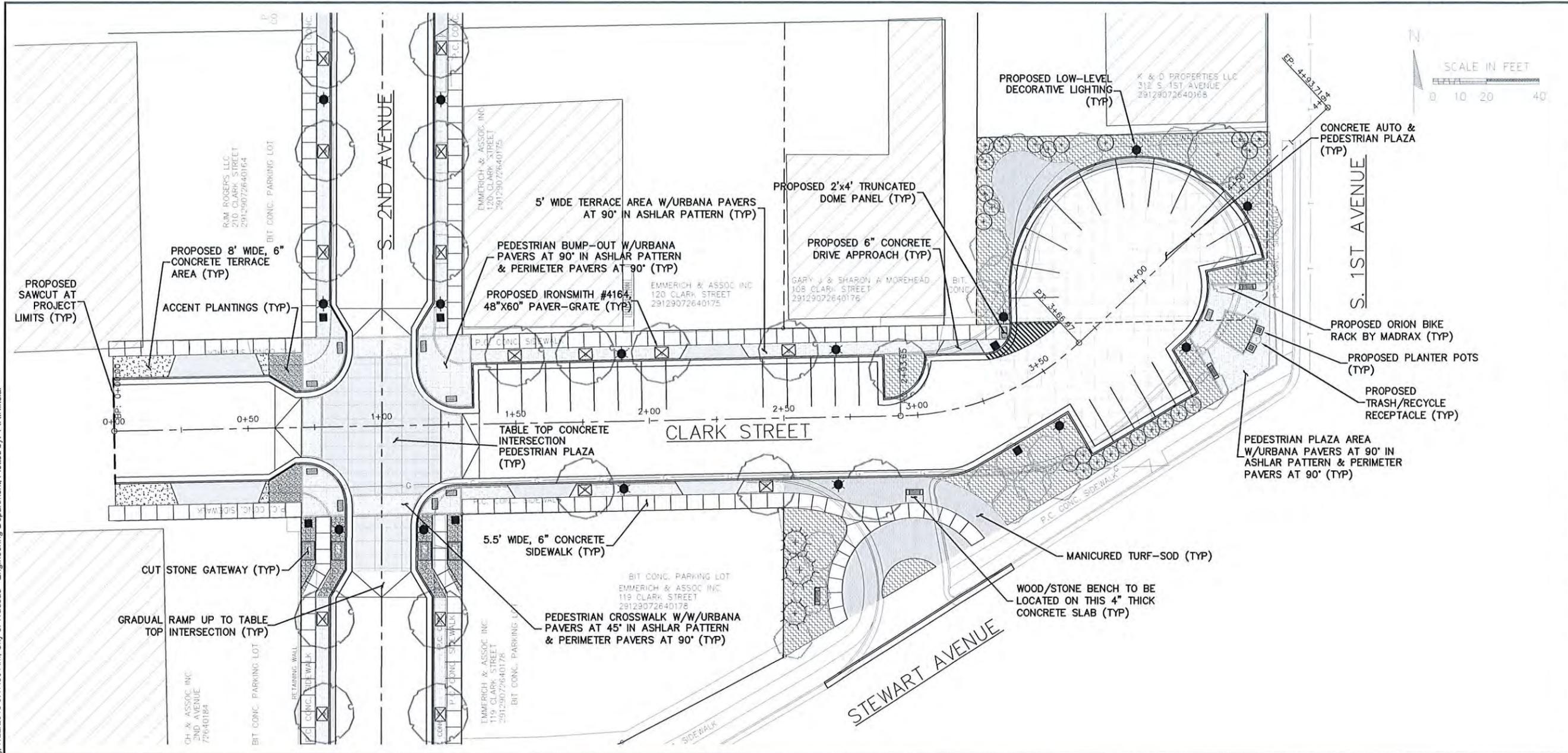
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S. 2ND AVENUE
 STEWART AVENUE - ELM STREET
 HARDSCAPE LAYOUT
 2015 STREET IMPROVEMENT PROJECT "C"

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

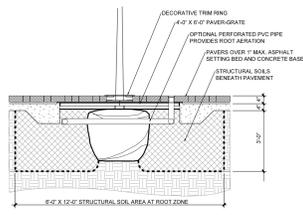
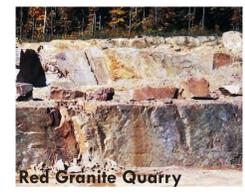
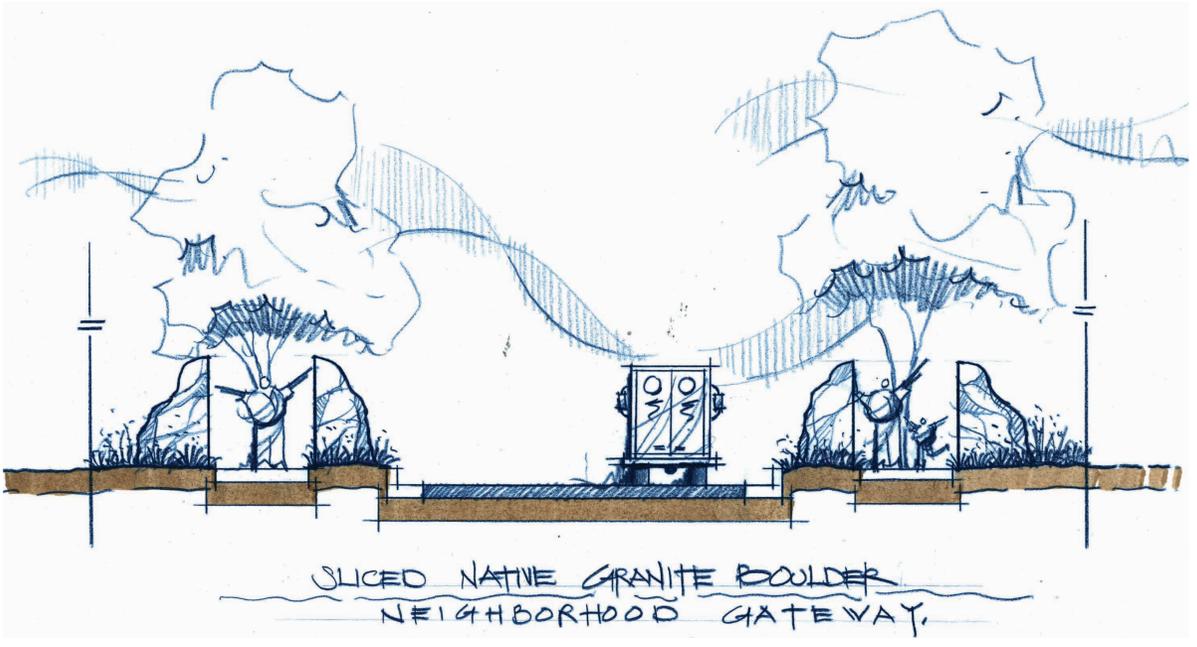
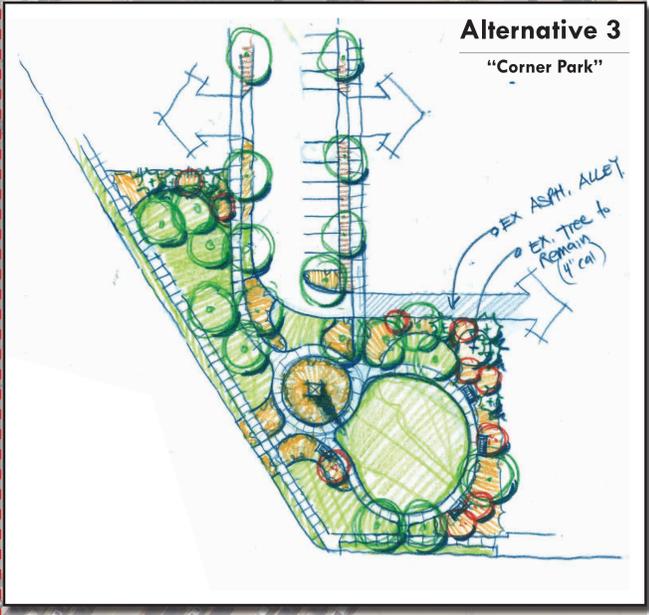
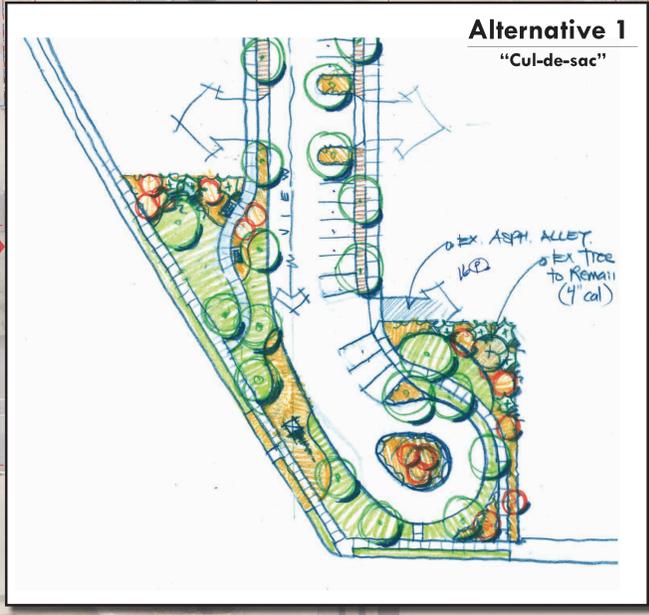
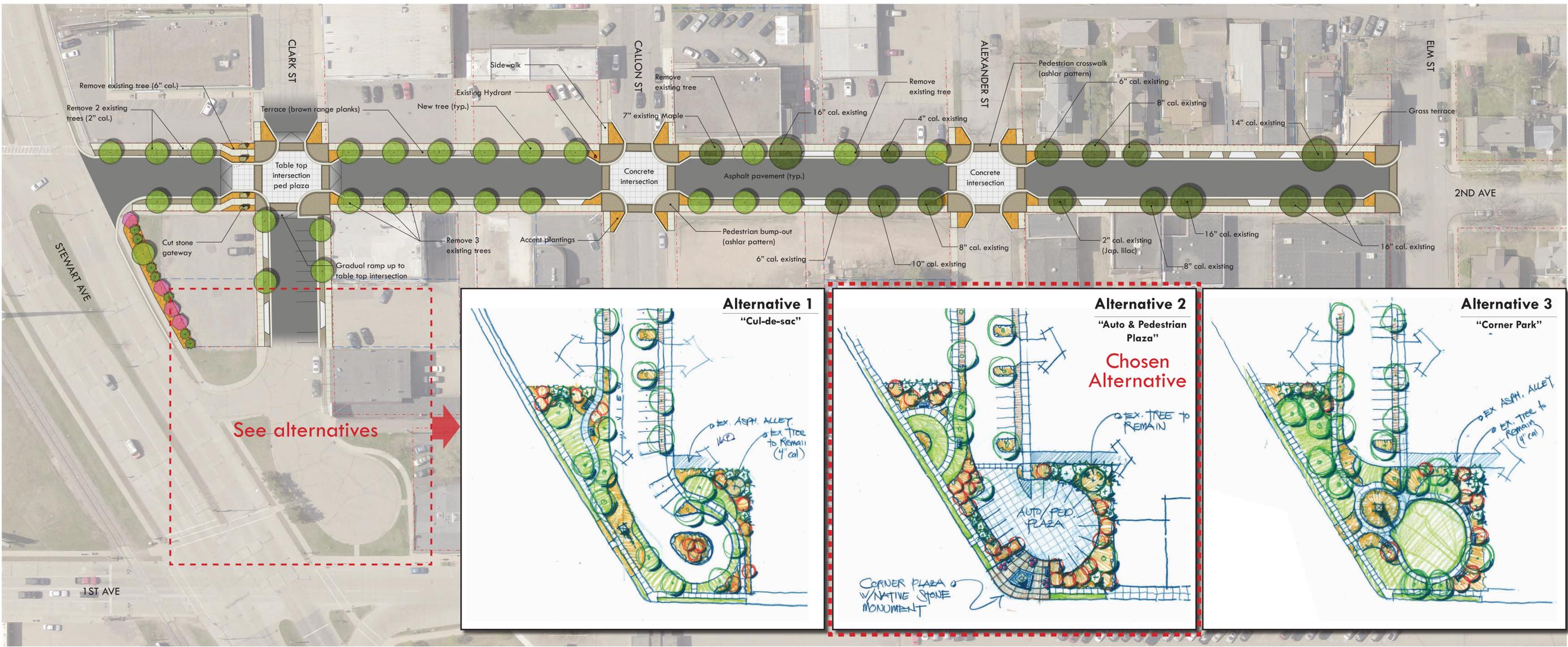
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<p>CITY OF WAUSAU Engineering Department 407 GRANT STREET WAUSAU, WI. 54403-4788 (715) 261-6740 FAX (715) 261-6759</p>	
<p>DESIGNED BY: AM. WESOLOWSKI DRAWN BY: P.R. NIKOLAI APPROVED BY: E.R. LINDMAN POINT FILE: 0837TOP038C</p>	
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<p>DATE: 04/01/2013 07/22/2015</p>	<p>SURVEYED BY: ENG DEPT FIELD BOOK NO. ? PG. ? DESIGNED BY: AM. WESOLOWSKI DRAWN BY: P.R. NIKOLAI APPROVED BY: E.R. LINDMAN POINT FILE: 0837TOP038C</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

AGENDA ITEM

2016 CIP Summary

BACKGROUND

The Engineering Department prepared a budget based upon the proposed street reconstruction list previously approved at CISM. The budget for all other projects was based upon need and past budgets. The following should be noted for the proposed 2016 budget:

1. Chicago Avenue and Kent Street are the only streets to be reconstructed, all others deferred.
2. Asphalt paving which has typically been funded at \$500,000 - \$750,000, would not be funded.
3. Sidewalk replacement would not be funded.
4. Bridge Maintenance: A capital project which will be added in 2016.
5. Concrete pavement repair and Pavement Marking funding would be reduced from previous years.

FISCAL IMPACT

The budget as shown for infrastructure projects is \$2,679,945.

STAFF RECOMMENDATION

Staff will discuss the 2016 Infrastructure Projects with the Committee.

Staff contact: Allen Wesolowski 715-261-6762

**CITY OF WAUSAU CAPITAL BUDGET
DETAIL ANALYSIS OF 2016 INFRASTRUCTURE PROJECTS**

	ACCT NO.	SPECIAL FUNDING SOURCE	TOTAL REQUEST	Special Funding	DEFERRED TO FUTURE YEAR	2016 BUDGET
LAND ACQUISITION						
Miscellaneous	150 231098305		\$ 5,000			\$ 5,000
Thomas Street Widening	CO balance	TID #6	4,500,000	4,500,000		-
CTH U/K Interchange	CO balance	TID #6	40,000	40,000		-
Stewart Avenue			30,000			30,000
TOTAL LAND ACQUISITION			\$ 4,575,000	\$ 4,540,000	\$ -	\$ 35,000
DOT PROJECTS						
Stewart Avenue, 1st to 17th Avenue Design			25,000			25,000
Stewart Avenue, 1st to 12th Avenue Construction			85,000			85,000
1st Avenue, Thomas to Stewart Design	CO balance		236,000	236,000		-
Townline Road, Grand Avenue to Easthill Drive Design Review			41,000			41,000
County Highway U four lane expansion design/construction			25,000	25,000		-
TOTAL DOT PROJECTS			\$ 412,000	\$ 261,000	\$ -	\$ 151,000
STREET IMPROVEMENTS						
	150 232098230					
Ashland Avenue, Evergreen Road to Meadowview Road			\$ 70,555			\$ 70,555
Meadowview Road, Ashland Avenue to cul-de-sac			108,923			108,923
Eldred Street, Cherry Street to North 1st Avenue			62,444		62,444	-
Callon Street, 6th Avenue to 12th Avenue			426,845		426,845	-
Washington Street, RR tracks to 13th Street			544,265		544,265	-
Kent Street, Grand Avenue to Zimmerman Street			839,445			839,445
2nd Street, Bridge Street to East Wausau Avenue			427,450		427,450	-
Thomas Street			5,267,700		5,267,700	-
Chicago Avenue, 2nd Street to 10th Street			686,000	100,000		586,000
TOTAL STREET IMPROVEMENTS			\$ 8,433,627	\$ 100,000	\$ 6,728,704	\$ 1,604,923
BOULEVARD TREES & LANDSCAPING						
	150 232098237					
For 2015 project streets and subdivisions			40,000		40,000	\$ -
			\$ 40,000	\$ -	\$ 40,000	\$ -
THOMAS STREET						
	144 344998212					
Thomas Street Design	CO balance	TID #6				\$ -
			\$ -	\$ -	\$ -	\$ -
ASPHALT OVERLAY AND ALLEY PAVING						
	150 232698230					
Asphalt Paving	150 232698230		\$ 750,000		\$ 750,000	\$ -
Alley Paving	150 232698236		40,000		40,000	-
TOTAL ASPHALT OVERLAY AND ALLEY PAVING			\$ 790,000	\$ -	\$ 790,000	\$ -
SIDEWALKS						
	150 233098240					
Annual Sidewalk Replacement Contract	150 233098240		300,000		300,000	\$ -
New Sidewalk - 5th St (Athletic Park)	150 233098244		\$ 60,000			60,000
TOTAL SIDEWALKS			\$ 360,000	\$ -	\$ 300,000	\$ 60,000
STREET LIGHTING						
Washington Street, RR tracks to 13th Street			230,000		230,000	\$ -
2nd Street, Bridge St to East Wausau Ave			\$ 155,000		\$ 155,000	-
TOTAL STREET LIGHTING			\$ 385,000	\$ -	\$ 385,000	\$ -
BRIDGE MAINTENANCE						
Expansion Joints			150,000			\$ 150,000
Concrete Repair			\$ 25,000			25,000
TOTAL BRIDGE MAINTENANCE			\$ 175,000	\$ -	\$ -	\$ 175,000

**CITY OF WAUSAU CAPITAL BUDGET
DETAIL ANALYSIS OF 2016 INFRASTRUCTURE PROJECTS**

	ACCT NO.	SPECIAL FUNDING SOURCE	TOTAL REQUEST	Special Funding	DEFERRED TO FUTURE YEAR	2016 BUDGET
STORM SEWER						
	150 236198250					
Washington Street, RR tracks to 13th Street			\$ 100,000		\$ 100,000	\$ -
Kent Street, Grand Avenue to Zimmerman Street			120,000			120,000
Callon Street, 6th Avenue to 12th Avenue			100,000		100,000	-
2nd Street, Bridge Street to East Wausau Avenue			100,000		100,000	-
Chicago Avenue, 2nd Street to 10th Street			180,000			180,000
Thomas Street (TIF 6)			490,000		490,000	-
Consultant Design and Study Fees			80,000		40,000	40,000
Maintenance of Stormwater BMP's			200,000		200,000	-
BMP Construction/Modification			150,000		150,000	-
Stormwater Coalition Membership			1,500			1,500
Wetland Delineation Studies			15,000		10,000	5,000
Other Costs - DNR fees, Outreach Program, Training			11,000			11,000
TOTAL STORM SEWER			\$ 1,547,500	\$ -	\$ 1,180,000	\$ 357,500
OTHER PROFESSIONAL SERVICES						
	150 236592190					
Unanticipated Engineering Studies			\$ 200,000		\$ 100,000	100,000
TOTAL OTHER PROFESSIONAL SERVICES			\$ 200,000	\$ -	\$ 100,000	\$ 100,000
OTHER CAPITAL EXPENDITURES						
	150 236598290					
Concrete Pavement Repairs (joints/cracks)			\$ 300,000		\$ 200,000	\$ 100,000
Pavement Markings			100,000		60,000	40,000
Curb Replacement			20,000		20,000	-
TOTAL OTHER CAPITAL REPAIRS			\$ 420,000	\$ -	\$ 260,000	\$ 140,000
PARKING RAMP CAPITAL EXPENDITURES						
	150 237598437					
Annual Maintenance/repairs	CO balance & budget to		\$ 200,000	200,000		\$ -
TOTAL RAMP CAPITAL EXPENDITURES	equal \$200,000		\$ 200,000	\$ 200,000	\$ -	\$ -
INDUSTRIAL PARK						
TOTAL INDUSTRIAL PARK			\$ -	\$ -	\$ -	\$ -
WATERMAINS						
Washington Street, RR tracks to 13th Street		Utility	\$ 210,000		\$ 210,000	\$ -
Kent Street, Grand Avenue to Zimmerman Street		Utility	325,000	325,000	\$ -	-
2nd Street, Bridge Street to East Wausau Avenue		Utility	55,000		55,000	-
Eldred Street, Cherry Street to N. 1st Ave		Utility	25,000		25,000	-
Callon Street, 6th Avenue to 12th Avenue		Utility	125,000		125,000	-
Chicago Avenue, 2nd Street to 10th St		Utility	260,000	260,000		-
Thomas Street, 4th Avenue to 17th Avenue		Utility	360,000		360,000	-
TOTAL WATER MAINS			\$ 1,360,000	\$ 585,000	\$ 775,000	\$ -
SANITARY SEWER						
Eldred Street, Cherry Street to N. 1st Ave		Utility	1,500		1,500	-
Callon Street, 6th Avenue to 12th Avenue		Utility	35,000		35,000	-
Washington Street, RR tracks to 13th Street		Utility	175,000		175,000	-
Kent Street, Grand Avenue to Zimmerman Street		Utility	260,000	260,000		-
2nd Street, Bridge Street to East Wausau Avenue		Utility	100,000		100,000	-
Chicago Avenue, 2nd Street to 10th St		Utility	200,000	200,000		-
Thomas Street, 4th Avenue to 17th Avenue		Utility	300,000		300,000	-
TOTAL SANITARY SEWER			\$ 1,071,500	\$ 460,000	\$ 611,500	\$ -
GRAND TOTAL			\$ 19,969,627	\$ 6,346,000	\$ 11,200,204	\$ 2,623,423