



### **Parking and Traffic Committee Meeting Minutes**

Date of Meeting: Thursday, May 21, 2015 at 5:15pm, in the Birch Room at City Hall  
Members Present: Abitz{C}, Winters {VC}, Kellbach (arrived 5:30), Mielke, (Nutting absent)  
Others Present: Lt. Pekarske, Alfonso, Wesolowski, Friday, Gary Gisselman, Pat Peckham

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

#### **(1) Minutes of the Prior Meeting – 03/19/2015**

Motion by Mielke, second by Winters, to approve the minutes from the March 19, 2015 meeting.

Motion carried 3-0.

#### **(2) Discussion and possible action: To prohibit parking on E. Kent St., from Curling Way east to the termination point of the roadway**

Discussion:

Lt. Pekarske directed the committee to a memo from Dan Fiorenza of the Marathon County Parks Department which details why the Parks Department is requesting “no parking” along E Kent St. They are concerned about erosion caused by foot traffic on the side slopes, pedestrian safety if walking in roadway on E Kent St. and easier access to unauthorized use if parking is allowed in the roadway. They want to encourage parking in the designated lots only.

Winters questioned whether the roadway was wide enough for parking and Wesolowski indicated that it is not and was not designed for parking. Winters also inquired as to whether there is currently enough parking for large events and Wesolowski stated that there are several lots available as well as some on-street parking on Curling Way.

Motion by Winters, second by Mielke to prohibit parking on E. Kent St., from Curling Way east to the termination point of the roadway.

Motion carried 3-0

#### **(3) Discussion and possible action: On the proposal for the creation of parking spaces on city property (Community Garden) along the 1500 block of N. 1<sup>st</sup> Street and the 100 block of Dekalb Street**

Discussion:

Wesolowski stated that the committee had previously given direction to have Ann Werth draw up a contract with Trolley Quarter Flats for Trolley Quarter Flats to pay the City a one-time payment of \$2500.00 to help with the cost of paving the parking spaces.

Winters inquired as to when the contract will be ready and Wesolowski stated that he did not think Werth had yet drawn up a contract.

Motion by Winters, second by Mielke to direct Alfonso to contact Werth and draw up a contract to present to the committee no later than the June 2015 meeting.

Motion carried 3-0

**(4) Discussion Item Only: Follow-up communication regarding the intersection of the US-51 northbound off-ramp at W. Bridge St.**

Discussion: Lt. Pekarske directed the committee to an email communication between Wesolowski and Tony Kemnitz of the DOT which indicates that the DOT is aware of the issues and concerns regarding this intersection and is investigating options to address this situation. Lt. Pekarske also noted that this is a DOT controlled intersection so it would be their responsibility to make any changes.

Wesolowski stated that per the email he would be receiving a follow-up communication from the DOT but has yet to be contacted. Wesolowski will send a follow-up email to Tony Kemnitz at the DOT.

**(5) Discussion Item Only: Downtown parking study presentation – Mary Anne Groat**

Discussion:

Abitz stated that this item was removed from the agenda and will be placed on the June agenda

**\*(9) Addendum item- Discussion item only: Proposed reconstruction at 1<sup>st</sup> Street and Scott Street**

Discussion:

Abitz stated that Gary Gisselman approached her wondering what the status is of the proposed reconstruction because of his concerns about accidents at this intersection.

Gisselman stated that a serious accident recently occurred at this intersection and reinforced his desire to see changes made. He specifically noted that he believes drivers are speeding on Scott Street. He is wondering what changes the committee can implement.

Lt. Pekarske said he will bring the information on the past year's traffic crashes at this intersection to the next committee meeting for the members to review the crash history data.

Wesolowski reviewed the specifics of the suggestions made to the DOT for reconstruction of this area in 2016 but noted that it is the DOT's decision to accept or reject the suggestions made by CISM.

**(6) Future Agenda Items**

Updates on Item #3, Item #5 and Item #9 (time permitting)

**(7) Communications:**

The committee discussed their discomfort with Mary Anne Groat presenting the Downtown parking study to the public before presenting it to the committee. Abitz may contact Mary Anne Groat about rescheduling the public presentations until after the presentation has been made to the committee.

**(8) Adjournment:**

Motion by Kellbach, second by Mielke to adjourn the meeting. Motion carried 4-0. Meeting adjourned at 5:45 p.m.

\*Item discussed out of order

## LEASE AGREEMENT

This Lease, made this \_\_\_\_ day of \_\_\_\_\_, 2015, (“Lease”), between the City of Wausau, a municipal corporation, located in Marathon County, Wisconsin (“Lessor”) and Trolley Quarter Flats Limited Partnership (“Lessee”).

WHEREAS, Lessor is the owner of record of certain property located in the City of Wausau bounded by Bridge Street on the north, North 1<sup>st</sup> Street on the west, North 2<sup>nd</sup> Street on the east and DeKalb Street on the south, (“Property”), and

WHEREAS, Lessee is the owner, lessor, and operator of certain residential apartment units located within the City of Wausau known as the Trolley Quarter Flats, and

WHEREAS, Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee a portion of such Property owned by Lessor for the parking of motor vehicles.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises. The premises which are subject to this Lease consist of that portion of the Property depicted on Exhibit 1 attached hereto and made a part hereof (“Premises”) to be used as a parking lot for the parking of passenger type motor vehicles by residents of the Trolley Quarter Flats.
2. Term/Commencement. Lessor hereby leases to Lessee the Premises, for a term of five (5) years, commencing on July 1, 2015, and ending on June 30, 2020, subject to the termination provisions set forth in paragraph 9. The Lessee’s use of the Premises under this Lease is not exclusive and the Lessor shall have free use of and access to the Premises.
3. Rent. The rental for the use of the Premises shall be a one time payment of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00), to be paid by Lessee within five (5) business days of the execution of this Lease.

4. Use. Lessee shall use the Premises as a parking lot only, for the parking of passenger type motor vehicles and no other purpose. For purposes of this Lease, passenger type motor vehicles shall exclude motor trucks, truck-tractors, trailers, semitrailers, motor busses, any other vehicle or combination of vehicles having a gross weight as defined in Section 340.01 of the Wisconsin Statutes or registered weight in excess of eight thousand pounds, unregistered, unlicensed, junk or recreational vehicles. Passenger type motor vehicles shall include motor cycles. At no time shall Lessee permit any vehicle to remain on the Premises in any state of disassembly, disrepair or in the process of being stripped or dismantled.

5. Maintenance. The Lessor shall provide maintenance of the Premises' blacktop surfaces and stall lines in a clean and presentable manner at its cost and expense. The Lessee shall be responsible to remove accumulations of snow and ice and litter from the Premises and maintain the Premises in a safe and prudent manner. Lessee shall be responsible for salting or sanding of the Premises during snow and ice conditions to ensure safe and prudent footing. Snow and ice removal and salting or sanding shall be at Lessee's cost and expense. Lessee shall use due care in removing accumulations of snow and ice from the Premises to minimize wear and tear on paving.

6. Parking Enforcement. The Lessor shall have obligation to, or responsibility for, enforcing any parking restrictions on the Premises. Lessee may post no parking or other parking limitation signs on the Premises at its sole expense with the prior written approval of Lessor.

7. Insurance. Lessee shall maintain a general liability insurance policy in the amount of \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury and property damage. Such coverage shall be primary. Prior to execution of this Lease, Lessee shall furnish to Lessor a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall name Lessor, its employees, agents, representatives, and elected or appointed officials as additional insureds. The policy of insurance shall state that coverage shall not be cancelled by the insurer in less than thirty (30) days after the insured and Lessor have received written notice of such cancellation.

8. Indemnification and Release. Lessee shall defend, indemnify and hold harmless Lessor, its employees and agents from and against all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against the

Lessor, its employees and agents by reason of any injury or death to any person, or loss, damage, or destruction of any property or loss of use thereof, or otherwise arising directly or indirectly as a result of Lessee's actions or omissions under this Lease

Lessee hereby releases the Lessor, its employees and agents from and against all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which may arise directly or indirectly as a result of the actions or omissions of Lessee under this Lease.

9. Termination. Either party shall have the right to terminate this Lease for any reason upon thirty (30) days written notice to the other party. At the termination of this Lease, Lessee shall deliver the Premises to Lessor, its, agents, successors or assigns in as good condition as at the commencement of the term of this Lease, excepting ordinary wear and tear to the Premises, and will deliver peaceful and quiet possession to the Lessor. In the event the Premises become unusable as a parking lot due to fire, flood, or are so injured by the elements or any other cause as to be untenable and unfit for use as a parking lot, the Lessee may at its option terminate this Lease upon 10 days written notice. No refund of the rental payment shall be made to Lessee upon any termination of this Lease by Lessor or Lessee, regardless of the timing or reason for such termination.

10. Assignment and Sublease. The Lessee shall not assign the Lease, nor sublet the Premises or any part thereof, without the written consent of the Lessor.

11. Survival of Obligations. The obligations set forth in paragraph 8 shall survive the termination or expiration of this Lease.

12. Amendments. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

13. Notices. All notices required by this Lease to be in writing shall be deemed given upon receipt by a party and given either by personal delivery or prepaid, first class mail sent to Lessee, in care of the City Clerk, City Hall, 407 Grant Street, Wausau, Wisconsin 54403, and to Lessor in care of Trolley Quarter Flats Limited Partnership, \_\_\_\_\_.

Notices shall be effective upon delivery or refusal of delivery at the above specified address. Changes in respective address may be made from time to time by written notice.

14. Severability. If any portion of this Lease shall become illegal, null or void or against public policy, for any reason, or shall be held to be invalid or unenforceable by any court of competent jurisdiction, the remaining portions of this Lease shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

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

16. Authority to Bind. The undersigned General Partner of Lessee represents and warrants that he/she/it is fully authorized and empowered to enter into this Lease and that the performance of Lessee's obligations under this Lease will not violate any agreement between Lessee and any other person, firm, or organization.

[Signatures follow on next page.]

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

CITY OF WAUSAU (LESSOR)

BY: \_\_\_\_\_  
James E. Tipple, Mayor

Attest:

\_\_\_\_\_  
Toni Rayala, Clerk

TROLLEY QUARTER FLATS LIMITED  
PARTNERSHIP (LESSEE)

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Its: General Partner

DRAFT



Anne L. Jacobson  
City Attorney

Tara G. Alfonso  
Assistant City Attorney

COMMENTS REGARDING PROPOSED  
LEASE WITH TROLLEY QUARTER FLATS LIMITED PARTNERSHIP

- Numerous parking issues have arisen concerning residents and/or guests of residents at the Trolley Quarter Flats apartments as a result of vehicles parking on North 1<sup>st</sup> Street during the winter when overnight street parking is prohibited. This has significantly hampered the ability of the Department of Public Works to clear the streets of snow in this area.
- Apparently, the Trolley Quarter Flats apartments were initially approved as an “Urban Living Plan” which permitted the development to have one parking space on site designated for each apartment unit. This apparently has not provided the parking needed by the residents and their guests at the apartment complex. Ordinarily, absent the “Urban Living Plan” designation, zoning would impose upon similar developments a requirement of one and a half (1 1/2 ) parking spaces per unit.
- A proposal has been discussed which would provide additional parking for the benefit of the Trolley Quarter Flats on City owned property at the Community Gardens located nearby. Specifically, the City would enter into a lease with the Trolley Quarter Flats Limited Partnership (“Partnership”) providing approximately eight (8) paved parking spaces on DeKalb Street between North 2<sup>nd</sup> Street and North 1<sup>st</sup> Street and approximately fourteen (14) paved parking spaces on the east side of North 1<sup>st</sup> Street between East Bridge Street and DeKalb Street.
- The cost of the City to pave these parking areas was estimated at \$5,500.00. This amount did not include estimates for the preparation work by the City. The cost of the preparation work has now been received and it is \$9,666.59. Together with \$5,500.00 for the estimated cost of the asphalt, the total estimate for the complete job is \$15,166.59.
- At the Parking and Traffic Committee meeting on Thursday, February 19, 2015, the Committee approved staff pursuing a five year lease with the Partnership based upon a \$2,500.00 one-time rental payment to the City from the Partnership with the City agreeing to prepare, pave and maintain the asphalt parking areas and the Partnership agreeing to be responsible for snow removal. At this time, however, the estimated cost for paving was \$5,500.00.
- This office was requested to prepare a lease between the City and the Partnership for the parking spaces. However, at this time, not only is the lease presented for approval, the matter is also being brought back to the Committee for its consideration due to the increase in the estimated project costs.