



OFFICIAL NOTICE AND AGENDA

Notice is hereby given that the Common Council of the City of Wausau, Wisconsin will hold a regular or special meeting on the date, time and location shown below.

Meeting of the:	COMMON COUNCIL OF THE CITY OF WAUSAU
Date/Time:	Tuesday, October 13, 2020 at 7:00 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Patrick Peckham, Michael Martens, Tom Kilian, Tom Neal, Jim Wadinski, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Deb Ryan

Call to Order

Pledge of Allegiance / Roll Call / Proclamations

Public Comment: Pre-registered citizens for matters appearing on the agenda and other public comment.

File #	CMT	Consent Agenda	ACT
20-0901	COUN	Minutes of previous meetings, (9/22/20)	Place on file
20-1004	CISM	Resolution Establishing Assessment Rates for 2021 New Street Construction Projects	Approved 4-0
20-1005	CISM	Resolution Approving storm sewer easement at 1302 McIntosh Street (Robison)	Approved 4-0
20-1007	CISM	Ordinance Amending Section 10.20.080(a) designating no parking on both sides of Strowbridge Street from N. 1st Avenue to Cherry Street and on north side of Strowbridge Street from N. 3rd Avenue to N. 1st Avenue	Approved 4-0
20-1006	CISM	Ordinance Amending Section 10.20.080(b) designating no overnight parking on Municipal Lot 12, 2001 N 2nd Street	Approved 4-0
82-0526	AIR, P&R	Joint Ordinance Approving execution of lease for Radtke Point Park and Grace Park with City of Schofield	Approved 6-0 Approved 5-0
20-0108	PH&S	Resolution Approving or Denying Various Licenses	Approved 5-0
12-1014	PH&S	Ordinance Amending Section 8.08.170 Licenses	Approved 5-0

File #	CMT	Resolutions and Ordinances	ACT
20-1003		Mayor's Appointments	
20-1008	CISM	Ordinance Authorizing the installation of stop signs on Stark Street at 10th Street	Approved 3-1
20-1010	CISM	Ordinance Authorizing the removal of stop signs on N. 1st Street at McIndoe Street	Approved 3-2
20-1011	ED	Resolution Approving creation and implementation of the Wausau Poet Laureate Program	
20-1012	ED	Resolution Approving city's Waiver of First Right of Refusal to Repurchase property at 5801 Packer Drive from Ideal Properties of Central Wisconsin, LLC, f/k/a T & L Properties of Wausau, LLC to Gore Enterprises LLC	Approved 5-0
20-1009	PLAN	Resolution Amending the General Development Plan and Specific Implementation Plan at 1404, 1406 & 1412 Grand Avenue and 105, 107 & 111 Sturgeon Eddy Road to allow for three multi-plex residential buildings, in a PUD, Planned Unit Development Zoning District	Approved 6-0
20-1014	WATS	Resolution Approving Elimination of COVID-19 Capacity Limit on Metro Ride Buses Suspend the Rules- 6(B) Filing (2/3 vote required)	Approved 3-2
16-1110	FIN	Resolution Authorizing the Wausau Police Department to accept a Victims of Crime Act grant of \$300,000 per year for 4 years (an amount not to exceed \$1.2 million) to continue the Victim Resource Unit	Pending
92-1135	FIN	Resolution Authorizing Joint Powers Agreement with Marathon County regarding E911/NG-911 system	Pending
19-1109	FIN	Resolution Approving the 2020 Budget Modification for \$15,000 contribution to the Catholic Charities Homeless Housing Project and related payment	Pending
20-1013	FIN	Resolution Approving lease agreement with Wausau Area Winter Farmers Market, LLC for property at 180 E. Wausau Avenue	Pending

Public Comment & Suggestions

Adjournment

Signed by Katie Rosenberg, Mayor

*Due to the COVID-19 pandemic, this meeting is being held in person and via teleconference. Members of the media and the public may attend in person, subject to the social distancing rules of maintaining at least 6 feet apart from other individuals, or by calling **1-408-418-9388**. **The Access Code is: 146 463 6820 Password: wausau**

Individuals appearing in person will either be seated in the Council Chambers or an overflow room, subject to the social distancing rules. Space available will be on a first come, first served basis. All public participants' phones will be muted during the meeting. Members of the public who do not wish to appear in person may view the meeting live over the internet by <https://waam.viebit.com/?folder=ALL>, on the City of Wausau's YouTube Channel <http://www.tinyurl.com/WAAMedia>, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail leslie.kremer@ci.wausau.wi.us with "Common Council public comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Mayor.

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 10/09/20 @ 12:00 PM Questions regarding this agenda may be directed to the City Clerk.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6590 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

MAYORAL PROCLAMATION

WHEREAS, blindness and severe visual impairment affect approximately 100,000 Wisconsin residents; and

WHEREAS, the majority of these person use travel aids, such as a white cane or a service animal to get around public streets and sidewalks and places of public accommodation; and

WHEREAS, these travel aids are universally recognized as symbols representing vision loss; and

WHEREAS, Wisconsin's White Cane Law requires that motorists come to a full stop before approaching closer than 10 feet to a pedestrian who is using a white cane or service animal.

WHEREAS, Careful driving and fully stopping when pedestrians are in the crosswalk is beneficial to all residents, including children, elders and people with disabilities.

NOW, THEREFORE BE IT RESOLVED that, I, Mayor Katie Rosenberg, on behalf of the residents of the City of Wausau do hereby proclaim Thursday, October 15, 2020 as

WHITE CANE SAFETY DAY

in the state of Wisconsin and also acknowledge the importance of pedestrian safety year-round.

Mayor Katie Rosenberg

October 13, 2020

PROCLAMATION

Whereas, Approximately 1 in 10,000 people are born with dwarfism and it is estimated that 80% of people with dwarfism are born to average height parents; and

Whereas, There are over 400 types of dwarfism; and

Whereas, This year is the 30th anniversary of the Americans with Disabilities Act and dwarfism is covered under the ADA; and

Whereas, The term disability is not a bad word. Structural and physical access continue to be a significant issue for people with dwarfism and people with dwarfism may still face discrimination or harassment; and

Whereas, Many of the barriers and obstacles are put in place by society, even before any potential medical complications of dwarfism are considered; and

Whereas, People with dwarfism come from all walks of life and contribute to Wausau's economy by being productive members of the workforce holding a variety of different careers; and

Whereas, October 25th is recognized as Dwarfism Awareness Day and aims to raise awareness and further educate individuals about dwarfism;

Therefore I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim;

October 2020

as

Dwarfism Awareness and Acceptance Month

in the City of Wausau.

Katie Rosenberg
Mayor, City of Wausau
October 13, 2020

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, September 22, 2020 at 6:30 pm in the Council Chambers at City Hall.
Mayor Katie Rosenberg presiding.

Roll Call

9/22/2020 6:44:03 PM

Roll Call indicated 11 members present.

<u>District</u>	<u>Aldersperson</u>	<u>Present</u>
1	Peckham, Patrick	YES
2	Martens, Michael	YES
3	Kilian, Tom	YES
4	Neal, Tom	YES
5	Wadinski, Jim	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	YES
11	Ryan, Debra	YES

Proclamations

Mayor Rosenberg proclaimed September 15 – October 15, 2020 as HISPANIC HERITAGE MONTH throughout the City of Wausau and commended this observance to all citizens.

Mayor Rosenberg proclaimed September 21-27, 2020, as DEAF AWARENESS WEEK in Wausau and called this observance to the attention of all citizens.

Mayor Rosenberg proclaimed the month of October 2020 as BREAST CANCER AWARENESS MONTH in the City of Wausau and encouraged all women and men to learn more about how this disease may affect their lives and to take the necessary steps for early detection and prevention.

Public Comment for Pre-registered citizens for matters appearing on the agenda and other public comment

- 1) Gary Olson, 211 Grand Ave, Rothschild, spoke on behalf of the Village of Rothschild regarding the termination of the contract with the CVB and indicated Rothschild was ready and willing to work with Wausau to help form a tourism entity.
- 2) Christine Martens, 1228 Arthur St, spoke in support of the Resolution of the Historic Preservation Commission for preservation of the Grant School building. She believed the plan to raze the school needed to be reconsidered.
- 3) David Torkko, 609 McIndoe St, spoke in opposition to the termination of the city's contract with the Convention & Visitors Bureau (CVB).

Consent Agenda

9/22/2020 6:55:27 PM

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

Peckham requested file # 20-0901 be removed from the Consent Agenda.

20-0907 Ordinance of the Capital Improvements & Street Maintenance Committee Authorizing the removal of stop signs on N. 3rd Street at McIndoe Street and authorizing the installation of a stop sign on McIndoe Street at N. 3rd Street,

20-0909 Resolution of the Human Resources Committee Approving Overtime Pay to Regular Full Time and Part Time Staff for Drive Up Voting Outside Normal City Hours.

20-0912 Resolution of the Park & Recreation Committee Approving gas easement with Wisconsin Public Service for the installation of a gas line in Brookmeyer Park.

20-0913 Resolution of the Transit Commission Approving proposed changes to Route A to serve Island Place Apartments via River Drive and 4th Street.

Yes Votes: 11 No Votes: 0 Result: PASS

20-0901

9/22/2020 6:56:44 PM

Motion by Peckham, second by Herbst to amend and approve the minutes of previous meeting on 9/08/20 to insert Tom Kilian's name on page 2 as the person who was confirmed as the Mayor's Appointment to the Liberation and Freedom Committee.

Yes Votes: 11 No Votes: 0 Result: PASS

20-0903

9/22/2020 6:58:11 PM

Motion by Kilian, second by Larson to confirm the Mayor's Appointment of Anayancy Williams to the Citizens Advisory Committee-CDBG and Brenton Wildman to the Freedom and Liberation Committee.

Yes Votes: 11 No Votes: 0 Result: PASS

20-0910

9/22/2020 7:06:13 PM

Motion by Rasmussen, second by Larson to adopt the Resolution of the Historic Preservation Commission Supporting preservation of the historic building at 500 N. 4th Avenue (Grant School).

Neal questioned if taking this action would in any way be back-dooring the referendum on the ballot in November regarding the School District proposal. Rasmussen commented they needed to understand the significance of the building and she intended to support this resolution. She felt the School District plan was committed to the destruction of Grant School without consideration for the neighborhood impact.

Ryan noted she represented on the Historic Preservation Commission and this topic was also addressed at the Westies Neighborhood meeting. There was a budget number of \$16 million to renovate Grant School, however they chose not to go in that direction; in order to keep this historic building she felt the renovation should be reconsidered.

Brad Lenz explained this is only a supportive resolution supportive of the preservation and not an action that would prohibit anything in the referendum. It is basically an official stance by the commission. There is a second action to officially landmark it through the city and this process is moving forward and will come to Council after a public hearing and the Plan Commission weighs in.

Yes Votes: 11 No Votes: 0 Result: PASS

20-0908

9/22/2020 7:06:51 PM

Motion by Neal, second by Rasmussen to adopt the Resolution of the Transit Commission Supporting legislation to enable the creation of regional transit authorities.

Yes Votes: 11 No Votes: 0 Result: PASS

Suspend the Rules

9/22/2020 7:07:29 PM

Motion by Rasmussen, second by Wadinski to Suspend the Rules 6(B) Filing and 12 (A) Referral of Resolutions.

Yes Votes: 11 No Votes: 0 Result: PASS

20-0712

9/22/2020 7:21:10 PM

Motion by Rasmussen, second by Wadinski to adopt the Resolution of the Common Council Approving COVID-19 related mask requirement in city-owned facilities.

Larson stated the Governor just extended the mask mandate into November but the city policy extends through December. He questioned if the state order ends in November or before, if the city will end the policy or continue through December. Mayor Rosenberg stated if it passes it will be in force through December.

Attorney Jacobson stated they can be more restrictive, but cannot pass anything less restrictive than the state, so it made this resolution moot and they did not necessarily have to pass this tonight. She noted Number 1 under exceptions is not allowed by the Governor's Order and would have no legal effect. *Discussion followed.*

Wadinski questioned if they could pass the resolution so that when the Governor's Order goes away there is something in place, rather than have to call a special meeting. Jacobson stated they could do that because even though it is less restrictive, it is a resolution not an ordinance.

Yes Votes: 9 No Votes: 2 Abstain: 0 Not Voting: 0 Result: PASS

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	YES
2	Martens, Michael	YES
3	Kilian, Tom	YES
4	Neal, Tom	YES
5	Wadinski, Jim	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	NO
10	Larson, Lou	NO
11	Ryan, Debra	YES

02-0432

9/22/2020 7:24:16 PM

Motion by Rasmussen, second by Martens to adopt the Ordinance of the Common Council Amending Section 2.16 Standing Rules of the Common Council Rule 2 Quorum Required and Rule 4 Absence of Members.

Jacobson explained on March 18th is when they added the ability to appear remotely, establish a quorum and vote without being present in person. The deadline was extended on June 9th to October 1st and this is just another extension to December 31, 2020.

Yes Votes: 11 No Votes: 0 Result: PASS

02-0432

9/22/2020 7:25:01 PM

Motion by Rasmussen, second by Watson to adopt the Ordinance of the Common Council Amending Chapter 2.16 Standing Rules of the Common Council Rule 2 Quorum Required.

Jacobson explained on August 11th they added that members must appear in person to establish a quorum, participate and vote in a Closed Session. This provision expires October 1st and this extends it to December 31, 2020.

Yes Votes: 11 No Votes: 0 Result: PASS

20-0911

9/22/2020 7:26:19 PM

Motion by Kilian, second by Neal to adopt the Resolution of the Finance Committee Approving budget modification for funding to complete Phase II Environmental testing at 1300 Cleveland Ave.

Yes Votes: 11 No Votes: 0 Result: PASS

12-1012

9/22/2020 7:27:19 PM

Motion by Wadinski, second by Herbst to adopt the Joint Resolution of the Human Resources Committee and the Finance Committee Authorizing CCIT Inclusion on the City's health, dental, vision and All State insurance plan design for 2021.

Yes Votes: 11 No Votes: 0 Result: PASS

12-1012

9/22/2020 7:27:50 PM

Motion by Wadinski, second by Herbst to adopt the Joint Resolution of the Human Resources Committee and the Finance Committee Authorizing health, dental and supplemental insurance plan design for 2021.

Yes Votes: 11 No Votes: 0 Result: PASS

16-0704 Amendment

9/22/2020 7:54:11 PM

Motion by Ryan, second by Kilian to amend the Resolution of the Wausau Water Works Commission Approving application for and administration of funds from the Safe Drinking Water Loan Program - to increase the grant request to \$1 million.

Mayor Rosenberg noted the Wausau Water Works Commission just passed this today and added the following language: "to apply for and administer principal forgiveness funds through the Safe Drinking Water Loan Program for lead service line replacement."

Ryan felt due to the large number of lead laterals in the city, they should be asking for \$1 million in funds and get the word out and encourage replacement.

Lindman agreed these are important projects and it is important to get the lead out of the ground, but it has been a challenge to spend \$300,000 per year on the grants we had previously. He explained this is a one year grant, which means we have to spend what we request. It has to be practical or we hinder the risk of applying for the following year. He noted they last funding wasn't received until April/May and by the time notices went out it was already well into the summer. There is a lot of administration work and we typically got 60 – 70 done per year; he indicated they are proposing doing 90-100 at approximately \$4,500 each or \$450,000 for 2021. He did not want to put the utility in a situation where we commit to something that we cannot deliver.

Kilian questioned if they were to request significantly more funds, could they leverage any of those funds to ease the burden of getting this implemented. Is the grant for the materials exclusively or could it be used to increase the manpower to have more efficiency and get more done? Lindman stated the grant is specifically for the replacement and they can't use it to hire more staff.

Lengthy discussion followed.

Call the question

Motion by Watson to call the question to end discussion and proceed to vote on the amendment.

Yes Votes: 11 No Votes: 0 Result: PASS

Vote on Amendment:

Yes Votes: 2 No Votes: 9 Abstain: 0 Not Voting: 0 Result: FAIL

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	NO
2	Martens, Michael	NO
3	Kilian, Tom	YES
4	Neal, Tom	NO
5	Wadinski, Jim	NO
6	McElhaney, Becky	NO
7	Rasmussen, Lisa	NO
8	Watson, Sarah	NO
9	Herbst, Dawn	NO
10	Larson, Lou	NO
11	Ryan, Debra	YES

16-0704

9/22/2020 7:54:45 PM

Motion by Herbst, second by Wadinski to approve Resolution of the Wausau Water Works Commission Approving application for and administration of funds from the Safe Drinking Water Loan Program

Yes Votes: 11 No Votes: 0 Result: PASS

Closed Session

9/22/2020 7:55:54 PM

Motion by Rasmussen, second by Herbst to convene into Closed Session pursuant to Wis. Stats. 19.85(1)(g), for the purpose of conferring with legal counsel for the rendering of oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, specifically regarding the contract for services with the Wausau Central Wisconsin Convention & Visitors Bureau, Inc.

Roll Call Vote:

Yes Votes: 11 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASS

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	YES
2	Martens, Michael	YES
3	Kilian, Tom	YES
4	Neal, Tom	YES
5	Wadinski, Jim	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	YES

Reconvened into Opens Session to take action on Closed Session item.

94-0828

9/22/2020 8:34:28 PM

Motion by Rasmussen, second by Neal to adopt the Joint Resolution of the Finance Committee and Room Tax Commission Approving termination of Tourism Entity Agreement between City of Wausau, its Room Tax Commission and the Wausau Central Wisconsin Convention & Visitors Bureau, Inc.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	YES
2	Martens, Michael	YES
3	Kilian, Tom	NO
4	Neal, Tom	YES
5	Wadinski, Jim	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	YES
11	Ryan, Debra	YES

Adjourn

9/22/2020 8:35:00 PM

Motion by Watson, second by Wadinski to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 8:35 pm.

Katie Rosenberg, Mayor
Leslie M. Kremer, City Clerk

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

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE	
Establishing Assessment Rates for 2021 New Street Construction Projects	
Committee Action:	Approved 4-0
Fiscal Impact:	Amount of 2021 special assessments will depend on what projects are included in the budget.
File Number:	20-1004
Date Introduced:	October 13, 2020

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

RESOLUTION

WHEREAS, on September 10, 2020, your Capital Improvements and Street Maintenance Committee reviewed the 2020 costs for the street construction projects; and

WHEREAS, your Committee recommends the 2021 assessable costs per foot per side of adjusted front footage be established at \$42.00 per foot and \$500 for the replacement of sewer laterals; with rates for replacement of defective sidewalk assessed at 25% of the bid price, installation of new sidewalk assessed at 50% of the bid price, and replacement of drive approaches assessed at 100% of the bid price; now therefore

BE IT RESOLVED the Common Council of the City of Wausau does hereby establish \$42.00 per foot per side as the assessable rate for 2021 street construction projects and \$500 for the replacement of sewer laterals; with rates for replacement of defective sidewalk assessed at 25% of the bid price, installation of new sidewalk assessed at 50% of the bid price, and replacement of drive approaches assessed at 100% of the bid price.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: September 10, 2020, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Neal, Wadinski, Ryan (Larson was excused)

Also Present: Mayor Rosenberg, Lindman, Wesolowski, Niksich, Buckner, Herbst

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

Discussion and possible action on establishing assessment rates for 2021 construction projects

Wesolowski explained that typically staff tries to assess 60% of the road costs, which includes excavation, base course, curb, gutter, and asphalt. This varies every year based on the assessable footage. The assessable rate has been \$42 a foot for the last two years. For 2020 the rates were \$42 per foot, \$500 each for sewer lateral replacement, defective sidewalk is assessed at 25% of the bid price, new sidewalk is 50% of the bid price and drive approaches are assessed 100%.

At this time Ryan entered the meeting.

Wesolowski is not recommending any changes for 2021 rates. He is not exactly sure if it meets the 60% threshold but he is hesitant to raise rates given the current circumstances.

Neal asked if the rate is based upon an average as any given project does not cost the same. Wesolowski said it is based on 33' from back of curb to back of curb as a standard. Therefore, a person who lives on a wider street is not paying more than a person on a narrow street. Rasmussen said having a set rate gives residents a concrete figure to use for planning for the project.

Ryan questioned the sewer lateral rate and asked about grant money. Lindman clarified the grant money was for water lateral replacement.

Wadinski moved to accept the assessment rates as proposed. Seconded by Ryan and the motion carried unanimously 4-0.

AGENDA ITEM

Discussion and possible action on establishing assessment rates for 2021 construction projects

BACKGROUND

Each year the city establishes assessment rates for street reconstruction projects. The past practice has been established to assess approximately 60% of the street reconstruction cost (excluding storm sewer or utilities). The assessment rate for the 2020 construction season was \$42 per assessable foot. This means a resident with a 60 foot wide lot would be assessed \$2,520 (60' x \$42/ft). Assessable footage for each lot is determined for each individual lot. Assessable footage on each project varies and it is difficult to determine 60% of the cost. It is also unknown how prices will be impacted in 2021.

Sewer lateral replacement during street projects was set at \$500 in 2020.

Replacement of defective sidewalk is assessed out at 25% of the bid price. For 2020 projects, 4" sidewalk replacement on Kickbusch Street will be assessed at \$6.62 per lineal foot, and \$6.80 on Cedar Street. Installation of new sidewalk is assessed out at 50% of the bid price. For 2020 projects, new sidewalk on Kickbusch Street will be assessed at \$13.23 per lineal foot, and \$13.60 per lineal foot on Cedar Street.

Drive approach replacement is assessed out at 100% of the bid price. For 2020 projects, drive approach replacement on Kickbusch Street will be assessed at \$5.06 per square foot. Cedar Street approaches will be assessed at \$6.09 per square foot.

FISCAL IMPACT

Raising the assessment rate brings more funds back to the City's budget.

STAFF RECOMMENDATION

Staff recommends keeping the assessment rate at \$42 per assessable foot and the \$500 sewer lateral replacement rate for 2021 street construction projects. All other assessment rates are based on bid prices.

Staff contact: Allen Wesolowski 715-261-6762

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

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Approving storm sewer easement at 1302 McIntosh Street (Robison)

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 20-1005

Date Introduced: October 13, 2020

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau plans to repair an endwall of a 60 inch culvert that is collapsing on the east side of South 13th Street at LeMessurier Street; and

WHEREAS, a storm sewer easement will be necessary to make the required repairs; and

WHEREAS, your Capital Improvements and Street Maintenance Committee, at their September 10, 2020 meeting, discussed and approved entering into a storm sewer easement with Ann Robison and Stephen Robison at 1302 McIntosh Street; now therefore

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

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: September 10, 2020, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Neal, Wadinski, Ryan (Larson was excused)

Also Present: Mayor Rosenberg, Lindman, Wesolowski, Niksich, Buckner, Herbst

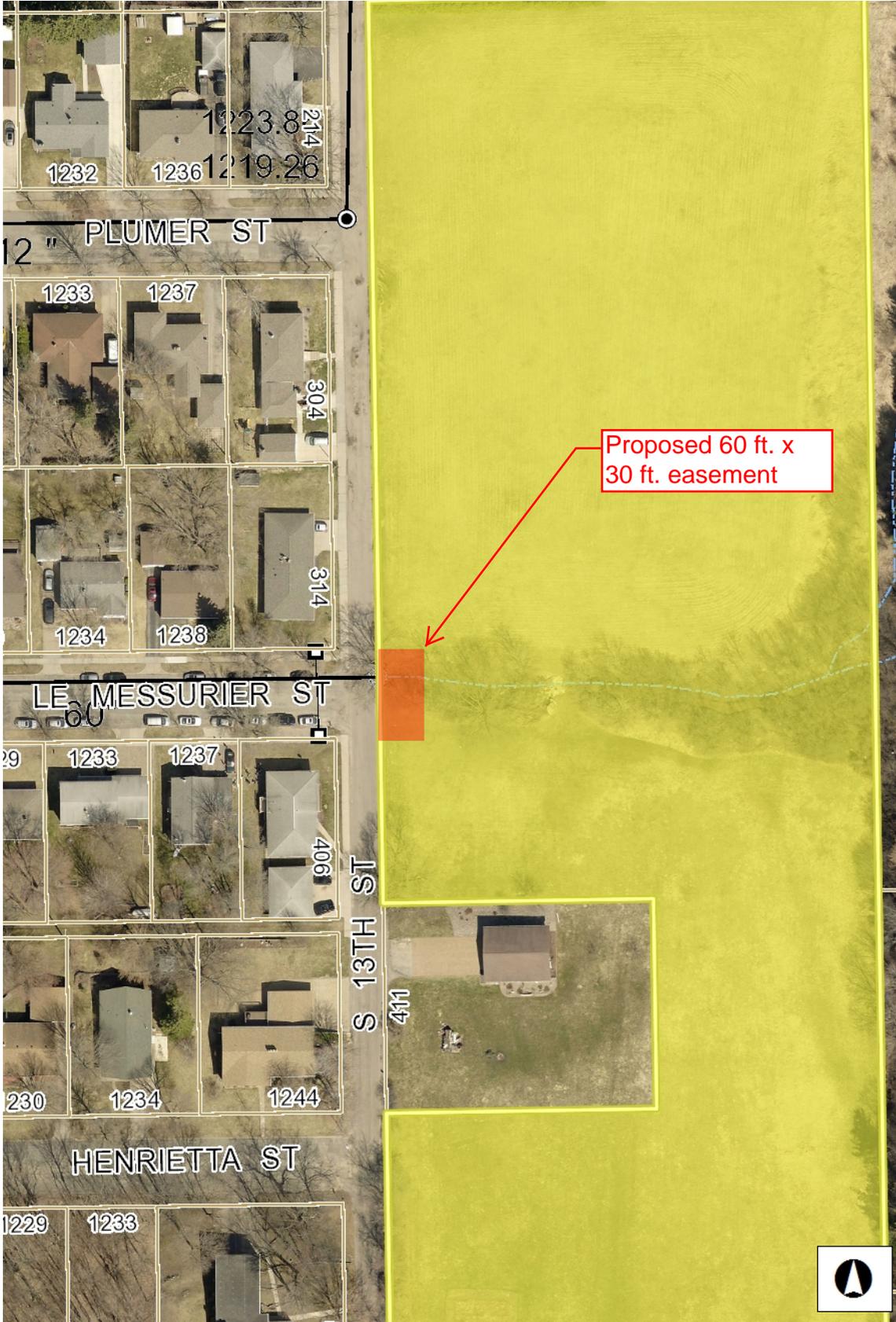
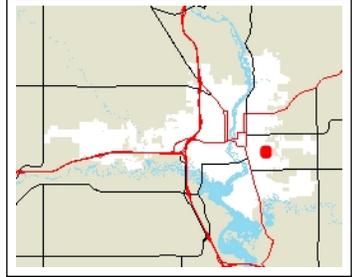
In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and received by the *Wausau Daily Herald* in the proper manner.

Discussion and possible action on a stormwater easement at 1302 McIntosh Street

Staff has been working with DPW on this item. There is a large inlet at the end of LeMessurier and 13th Street that is in need of repair. The right-of-way is against the back of the curb and the culvert sticks into the neighbor's property. The work cannot be completed without an easement. Wesolowski and Niksich met with the property owner who is amenable to granting the easement. This would allow DPW to cut trees and fix the endwall to avoid further erosion.

Wadinski moved to approve the stormwater easement at 1302 McIntosh Street. Seconded by Ryan and the motion carried unanimously 4-0.

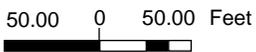
AGENDA ITEM
Discussion and possible action on a stormwater easement at 1302 McIntosh Street
BACKGROUND
<p>The endwall of a 60 inch culvert on the east side of S. 13th Street is collapsing and is in need of repair. The existing right-of-way is very narrow and does not provide enough area to properly perform the maintenance for a long term solution.</p> <p>A 60 ft. x 30 ft. easement granted by Ann and Stephen Robison of 1302 McIntosh would provide the area needed to repair the failing endwall.</p>
FISCAL IMPACT
N/A
STAFF RECOMMENDATION
Staff recommends approval of the easement
Staff contact: Allen Wesolowski 715-261-6762



- Legend**
- Parcel
 - ▤ Section Line/Number
 - Manhole
 - ↳ Discharge Point
 - Outlet Structure
 - Inlet (w/Overland Flow)
 - Catch Basin
 - ⊠ Down Spout
 - ⊠ Inlet Box
 - ⊙ Overland Flow
 - Open Drainage
 - Main
 - Collector
 - Culvert
 - Force
 - InletLead
 - Overflow
 - ≡ Underground Detention
 - Storage Basin Point
 - Storage Basin
 - Municipality

Notes

Map Created: 9/1/2020



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.

NAD_1983_2011_WISCRS_Marathon_Feet



THIS MAP IS NOT TO BE USED FOR NAVIGATION

EASEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2020, by and between, ANN M. ROBISON and STEPHEN V. ROBISON, as tenants in common, Grantor, and the CITY OF WAUSAU, a municipal corporation 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 storm sewer 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 Parcel A of Certified Survey Map No. 9835 recorded in the Office of Register of Deeds for Marathon County in Volume 40 of Certified Survey Maps on Page 58, being part of the South 1/2 of the Fractional Northwest 1/4, Section 31, Township 29 North, Range 8 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the intersection of the West line of said Parcel A and the North right-of-way of Le Messurier Street extended Easterly, the point of beginning;

Thence East, along said North right-of-way extended Easterly, 30 feet; thence South, parallel to said West line of Parcel A, 60 feet to the South right-of-way of Le Messurier Street extended Easterly; thence West, along said South right-of-way extended Easterly, 30 feet to said West line of Parcel A; thence North, along said West line, 60 feet to said North right-of-way extended Easterly, the point of beginning.

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.

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

Recording Area

Name and Return Address

City of Wausau Engineering Department
407 Grant Street
Wausau, WI 54403

PIN: 291.2908.312.0990

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

**ORDINANCE OF CAPITAL IMPROVEMENTS & STREET
MAINTENANCE COMMITTEE**

Amending Section 10.20.080(a) designating no parking on both sides of Strowbridge Street from N. 1st Avenue to Cherry Street and on north side of Strowbridge Street from N. 3rd Avenue to N. 1st Avenue

Committee Action: Approved 4-0

Ordinance Number:

Fiscal Impact: Minimal cost to install signs

File Number: 20-1007

Date Introduced: October 13, 2020

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

Add ()

Section 1. That Section 10.20.080(a) of the Wausau Municipal Code is hereby amended as follows:

(a) There shall be no parking in the following locations:

...

Strowbridge Street

- Both sides of the street between N. 1st Avenue and Cherry Street
- North side between N. 3rd Avenue and N. 1st Avenue from November 1 to April 1

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie M. Kremer, City Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: September 10, 2020, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Neal, Wadinski, Ryan (Larson was excused)

Also Present: Mayor Rosenberg, Lindman, Wesolowski, Niksich, Buckner, Herbst

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

Discussion and possible action on restricting parking on both sides of Stowbridge Street from North 1st Avenue to Cherry Street

Rasmussen said this is one of the streets that was used as an example for snow removal challenges and overnight parking. This request, along with the next agenda item, came from DPW as these are two of the streets they have the most difficulty cleaning. The narrowest section of Stowbridge is between 1st and Cherry. When DPW tries to get through with any equipment, there are always cars parked at the corner of Stowbridge and Cherry Street. That makes it impassable for their large equipment. Residents then call believing their street has been missed; they were missed because DPW could not get through. Rasmussen supports this as she has received a number of complaints. Wesolowski noted that letters were sent out to residents and he did not hear from anyone.

Ryan moved to approve restricting parking on both sides of Stowbridge Street from North 1st Avenue to Cherry Street. Seconded by Neal and the motion carried unanimously 4-0.

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: September 10, 2020, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Neal, Wadinski, Ryan (Larson was excused)

Also Present: Mayor Rosenberg, Lindman, Wesolowski, Niksich, Buckner, Herbst

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

Discussion and possible action on restricting parking on the south side of Stowbridge Street from North 3rd Avenue to North 1st Avenue from November 1 to April 1

Rasmussen explained this area is a problem in the winter only. DPW believes they can still get around if cars are parked on one side of the road; they just cannot navigate if cars are parking on both. Wesolowski received a call from Jordan Kickbusch of 1123 North 2nd Avenue, which is at the intersection of Stowbridge and 2nd Avenue. He is located on the south side of the road and is requesting the parking restriction be on the north side of the road. There are five residents on the south side and an apartment complex on the north side. To accommodate residents on the south side, he requested the north side.

Wadinski asked which side has the least amount of drive approaches, which would allow for more parking. Wesolowski indicated the north side has less because of the apartment complex. According to Kickbusch, there is not a lot of overflow parking from the apartment complex as they have a parking lot. Wesolowski believes there are 5 approaches on the south side and three on the north. Rasmussen noted the apartment complex takes the entire block of Stowbridge, an entire block of 3rd Avenue and a portion of Eldred. Overflow parking typically takes place on 3rd Avenue.

Neal stated the south side has a narrow boulevard and mentioned snow may pile up on the sidewalk. The north side is only grass. He wondered if snow could be plowed to the north side. Rasmussen has not received complaints regarding plowing on that street. DPW does a good job going through this area slowly without giving one side too much snow.

Neal moved to restrict parking on the north side of Stowbridge Street from North 3rd Avenue to North 1st Avenue from November 1 to April 1. Seconded by Ryan and the motion carried unanimously 4-0.

AGENDA ITEM

Discussion and possible action on restricting parking on both sides of Stowbridge Street from North 1st Avenue to Cherry Street

BACKGROUND

Stowbridge Street between 1st Ave and Cherry Street is a one way eastbound street. The width of the street from face of curb to face of curb varies from 18 – 20 feet. Currently, parking is allowed on both sides of the street. If cars were parked on both sides of the street in this area it would be very difficult if not impossible for vehicles to proceed. A photo is attached.

FISCAL IMPACT

Minimal, cost of installing signs.

STAFF RECOMMENDATION

Staff has no formal recommendation on this issue. Staff has not witnessed the issue first hand. Given the width restrictions it would certainly be problematic for cars parked on both sides of the street. Staff would rely on comments and experience from attending residents and Alderperson Rasmussen.

Staff contact: Allen Wesolowski 715-261-6762

AGENDA ITEM

Discussion and possible action on restricting parking on the south side of Stowbridge Street from North 3rd Avenue to North 1st Avenue from November 1 to April 1

BACKGROUND

Stowbridge Street between 3rd Ave and 1st Ave is a one way eastbound street. The width of the street from face of curb to face of curb varies from 20 – 22 feet. Currently, parking is allowed on both sides of the street. If cars were parked on both sides of the street in this area it would be very difficult if not impossible for vehicles to proceed. A photo is attached.

FISCAL IMPACT

Minimal, cost of installing signs.

STAFF RECOMMENDATION

Staff has no formal recommendation on this issue. Staff has not witnessed the issue first hand. Given the width restrictions it would certainly be problematic for cars parked on both sides of the street. Staff would rely on comments and experience from attending residents and Alderperson Rasmussen.

Staff contact: Allen Wesolowski 715-261-6762



STOP



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

ORDINANCE OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE			
Amending Section 10.20.080(b) designating no overnight parking on Municipal Lot 12, 2001 N. 2 nd Street			
Committee Action:	Approved 4-0	Ordinance Number:	
Fiscal Impact:	Minimal cost to install sign		
File Number:	20-1006	Date Introduced:	October 13, 2020

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

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

Add ()

Section 1. That Section 10.20.080(b) of the Wausau Municipal Code, is hereby amended as follows:

McIndoe Street

- 15-minute parking, south side of the street, beginning at the intersection with North 6th Street, extending 65 feet

Municipal Lot 12 (2001 N. 2nd Street)

- **No overnight parking**

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie M. Kremer, Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: September 10, 2020, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Neal, Wadinski, Ryan (Larson was excused)

Also Present: Mayor Rosenberg, Lindman, Wesolowski, Niksich, Buckner, Herbst

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

Discussion and possible action on 'No Overnight Parking' on Municipal Lot 12, 2001 N. 2nd Street

This is the new parking lot that was constructed by Thrive. Permits will not be sold and the lot will be open to the public. The main users will most likely be people going to Thrive and Woodchucks games. Staff does not feel overnight parking should be allowed.

Wadinski moved to approve No Overnight Parking in Municipal Lot 12 at 2001 North 2nd Street. Seconded by Neal and the motion carried unanimously 4-0.

AGENDA ITEM

Discussion and possible action on ‘No Overnight Parking’ on Municipal Lot 12, 2001 N. 2nd Street

BACKGROUND

The municipal parking lot at 2001 N. 2nd Street has been constructed according to the attached plans. The parking lot is between Thrive and the future community gardens. Staff has met to discuss how to sign the parking lot. The lot will be open to public use. The primary users of the lot are anticipated to be Thrive patrons, community gardens users, and also patrons of the Woodchucks baseball games.

FISCAL IMPACT

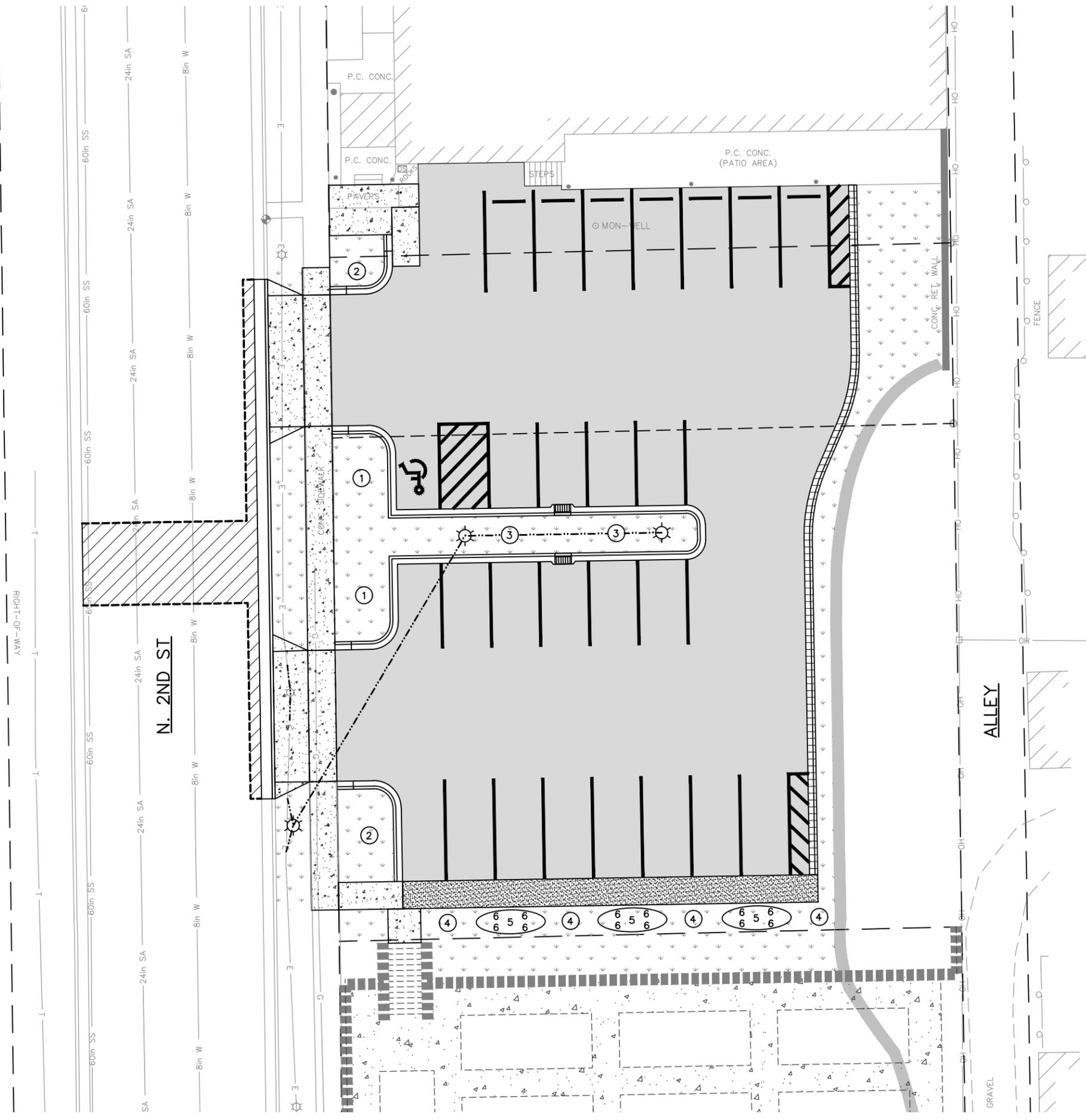
If the lot is open to public use and no permits are sold the City would have no revenue for the site.

STAFF RECOMMENDATION

Staff recommends creating an ordinance prohibiting overnight parking in the lot. The lot would still be open to the public during the day.

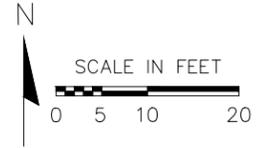
Staff contact: Allen Wesolowski 715-261-6745

DWG FILE NAME:



LEGEND

- ① OAK (WHITE)
- ② BIRCH (RIVER, PAPER)
- ③ SERVICEBERRY OR IRONWOOD/HOPHORNBEAM
- ④ JAPANESE TREE LILAC
- ⑤ DOGWOOD (GRAY, PAGODA)
- ⑥ WEIGELA



N. 2ND STREET		CITY OF WAUSAU	
2001 N. 2ND STREET		Engineering Department	
LANDSCAPING PLAN		407 GRANT STREET WAUSAU, WI 54403-4763	
N. 2ND STREET CITY PARKING LOT		(715) 261-6740 FAX (715) 261-6759	
ISSUED FOR	DATE	REVISIONS	SURVEYED BY: REI INC.
PRELIMINARY	02/10/2020	J.D.VANBOXEL	FIELD BOOK NO. PG.
REVIEW/APPROVAL	03/02/2020	T.J.JINKSICH	PROJ. ENGINEER: T.J.JINKSICH
BIDDING/CONST.	04/06/2020	T.J.JINKSICH	DRAWN BY: J.D.VANBOXEL
REC. REF. DWG.			APPROVED BY: A.M.WESOLOWSKI
OFFICE USE			POINT FILE:
SHEET NO.		1	
OF 1 SHEETS			
FILE NUMBER			
20-02-10			

WHEREAS, the premises have been the subject of a lease between the City of Wausau and the City of Schofield to comply with State of Wisconsin Bureau of Aeronautics and Federal Aviation Administration regulations and guidelines for the non-aeronautical use of airport property; and

WHEREAS, the lease has expired and it is necessary to renew it to keep the current use of the property in compliance with these regulations and guidelines; and

WHEREAS, the lease provides for a two (2) year term to commence retroactively on March 10, 2020, subject to a ninety (90) day termination provision by either party and a rent in an annual amount equivalent to the annual operations and maintenance costs of the premises to be paid by in kind operations and maintenance services performed by the City of Schofield, such services having been valued at \$4,000.00 for the calendar year 2019, and which will vary on an annual basis depending upon changing operational needs and costs; and

WHEREAS, your Airport Committee, at their November 13, 2019, meeting recommended that the lease, a copy of which is attached hereto and incorporated herein as “Exhibit 1” be approved; and

WHEREAS, your Parks and Recreation Committee, at their July 6, 2020, meeting recommended that the lease, a copy of which is attached hereto and incorporated herein as “Exhibit 1” be approved; and

WHEREAS, the City of Schofield has executed the copy of the attached lease.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that the Mayor is hereby authorized and directed to execute the two (2) year agreement for lease of Radtke Park and Grace Park, a copy of which is attached hereto and incorporated herein as “Exhibit 1.”

Approved:

Katie Rosenberg, Mayor

AIRPORT COMMITTEE

Date and Time: Thursday, November 13, 2019 @ 6:00 pm., at the Wausau Downtown Airport

Members Present: Peckham (C), Rasmussen, Lawrence, Doug Diny, Dennis Seitz, and Fred Prehn

Members Excused: Smith

Others Present: John Chmiel, Tara Alfonso, Nathan Miller

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner and a quorum was present. The Airport Committee meeting was called to order by Chairperson Peckham.

Discussion and Possible Action To Approve Renewal of Park Leases with the City of Schofield for Grace Park and Radtke Point Park – Chmiel

Chmiel explained there are four parks on airport property, two are leased to the City of Schofield and two are leased to the City of Wausau. Five years ago the FAA informed him the parks were okay, but they need to be on a very short term lease because they may not always be a park. He indicated MC United Soccer proposed some upgrades to Alexander Park, which is further east on Lake View Dr. Chmiel stated he talked to the Bureau of Aeronautics about the legalities of the proposal and was informed that the leases needed to be renewed.

Chmiel stated the City of Wausau parks, Alexander Park and Airport Park, both on Lake View Drive, are simple renewals. The City of Schofield parks are Grace Park and Radtke Point Park. He commented it is in the airport's best interests to renew because then we don't have to maintain that part of the airport, but the lessees should be reminded they are short term leases. Alfonso noted the BOA recommends the leases be five years or less and two years is what they have been. She indicated the City of Wausau leases contain options to renew.

Motion by Rasmussen, second by Seitz to renew all relevant park leases for a two year period and forward them to the Finance Committee. Motion carried 6-0.

DRAFT
CITY OF WAUSAU – PARK AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: July 6, 2020 at 4:30 p.m. Location: Council Chambers, City Hall

Members Present: Tom Kilian, Lou Larson, Tom Neal, Pat Peckham (c), Sarah Watson

Others Present: Jamie Polley-Director, Greg Freix-Assst. Director of Operations, David Patridge-Administrative Officer,

Katie Rosenberg-Mayor, Anne Jacobson-City Attorney, Paula Meadows, other interested parties

1. 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 a quorum was present and due to technical difficulties the meeting was called to order by Chairman Peckham at 4:49 p.m.

4. Discussion and Possible Action Authorizing the Execution of Lease for Radtke Point Park and Grace Park with the City of Schofield – **Motion** by Neal, second by Larson to authorize the execution of the lease for Radtke Point Park and Grace Park with the City of Schofield. Motion **carried** by voice vote, vote reflected as 5-0.

**LEASE AGREEMENT
RADTKE POINT PARK/GRACE PARK**

THIS AGREEMENT OF LEASE, made this 10th day of March 2020 (“Lease”), between the City of Wausau, a municipal corporation, located in Marathon County, Wisconsin, hereinafter referred to as “LESSOR,” and the City of Schofield, a municipal corporation, located in Marathon County, Wisconsin, hereinafter referred to as “LESSEE;”

RECITALS

WHEREAS, LESSOR and LESSEE enter into this Lease pursuant to the intergovernmental cooperation provisions of Wis. Stat. §66.0301; and

WHEREAS, the LESSOR is the owner of certain premises further described on Exhibit A (“Premises”) attached hereto and incorporated herein which is part of the Wausau Downtown Airport; and

WHEREAS, said Premises are presently not in use for airport purposes; and

WHEREAS, said Premises have been developed and maintained for park purposes since at least 1968 and 1982 respectively and have been named Radtke Point and Grace Park since their dedication as park land; and

WHEREAS, the LESSOR desires to maintain and preserve these Premises for the future needs and development of the Wausau Downtown Airport; and

WHEREAS, the parties for the benefit of the residents of their respective community wish to more fully express their intent as to the maintenance, improvements, and responsibilities associated with said park land.

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

1. Term/Commencement. Subject to the termination provisions contained in paragraph 11 of this Lease, LESSOR hereby leases to LESSEE the “Premises,” for a term of two (2) years. This Lease shall commence on March 10, 2020.

2. Fees. LESSEE shall be liable to LESSOR, for rent in an annual amount equivalent to the annual operations and maintenance costs of the Premises, such amount to be paid by in kind operations and maintenance services performed by LESSEE. Such services were valued at \$4,000.00 in 2019 and will vary on an annual basis depending on changing operational needs and costs. It being the express intent of the parties that LESSEE shall not pay monies at any time to LESSOR for fees or rent during the term of the Lease.

3. Use. LESSEE shall use the Premises exclusively as a public park. LESSEE agrees to cooperate with LESSOR in coordinating scheduled uses of the Premises with LESSOR’S airport management activities to avoid or minimize disruption to the operations of the airport. LESSEE shall further permit LESSOR occasional use and

occupancy of the Premises, including the use and occupancy of the Premises for City of Wausau public events, LESSOR's airport management activities, and in the event of an emergency. LESSOR agrees to notify LESSEE of such airport management activities and associated requirements or its intention to use and occupy the Premises no less than 60 days in advance of the activity or use and occupancy except in the cases of aeronautical safety and security concerns in which case LESSOR shall give such notice as is practicable under the circumstances. In the case of actual use and occupancy of the Premises by LESSOR, LESSOR shall be responsible for the associated costs of such use and occupancy by LESSOR including repair of damage occurring as a result of its use and occupancy of the Premises.

4. Improvements. LESSEE shall not be allowed to make any improvements to the Premises without the prior written consent of the LESSOR, however LESSEE shall be solely responsible for all expenses related to the construction and maintenance of the improvements and shall not engage in any use or development of the Premises which would conflict with normal airport operations or impede development or operation of airport maintenance access ways. LESSEE shall provide the LESSOR with 60 days advance notice of its requested improvements, together with a statement of the costs of such improvements.

5. Restrictions on Use.

A. LESSEE expressly agrees to prevent any use of, or activities on the Premises which would interfere with or be a hazard to the flight of aircraft over the Premises, or to and from the airport, or interfere with air navigation and communication facilities presently or in the future serving the airport and specifically agrees not to permit the height of any structure, object of natural growth, or other obstruction to exceed height limits established in Title 49, Part 77 of the Code of Federal Regulations as shown on the map attached as Exhibit B, which is hereby incorporated herein by reference as if set forth at length. All costs of complying with said height limits shall be borne by LESSEE.

B. LESSEE shall not create any hazard which would interfere with the use of or the safety of air traffic at the Wausau Downtown Airport or which is contrary to the regulations of the Federal Aviation Administration, the laws and regulations of the State of Wisconsin, and/or ordinances of the City of Wausau.

C. All use, occupancy, maintenance and operation of the Premises by LESSEE and LESSOR shall be in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, -Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended; and pursuant to Section 30, Civil Rights (49 U.S.C. 1730) of the Airport and Airway Development Act Amendments of 1976, as well as all other applicable federal, state and local laws.

6. Maintenance. LESSEE shall protect, maintain and operate the Premises, including any improvements, in good condition and in accordance with all applicable federal, state and local laws, including but not limited to the provisions of the ordinances of the City of Wausau pertaining to the maintenance of any such Premises, at the sole cost of LESSEE. LESSOR will inspect the Premises with a representative of LESSEE each year to identify any possible maintenance issues.

With respect to Radtke Point Park, LESSEE shall take such steps as are reasonable and prudent to protect the shoreline of the Premises at Radtke Point Park from further soil erosion by users of such Premises.

7. Right of Entry. LESSOR shall have free access and the right of entry to the Premises at all reasonable times for the purpose of examining or investigating the condition thereof, in order to exercise any right or power reserved to LESSOR under the terms and provisions of this Lease.

8. Assignment. LESSEE shall not sell or assign this Lease or sublet the Premises or any part thereof. This non-assignment provision does not prohibit LESSEE from renting portions of the Premises on short-term basis (one day or less) to individuals for special events, i.e., weddings, family reunions, and etc.

9. RISK ALLOCATION.

A. Immunity. Both parties are governmental entities entitled to governmental immunity under law, including Section 893.80, Wis. Stats. Nothing contained herein shall waive the rights and defenses to which each party may be entitled under law, including all of the immunities, limitations, and defenses under Section 893.80, Wis. Stats or any subsequent amendments thereof.

B. Responsible for Own Actions. LESSOR and LESSEE shall bear the risk of its own actions, as it does with its day-to-day operations.

C. Employee Claims. The employees of LESSOR and LESSEE shall be covered by his or her employing municipality for purposes of worker's compensation, under ch. 102, Wisconsin Statutes, unemployment insurance, and benefits under ch. 40 Wisconsin Statutes. Both parties waive subrogation rights each may have against the other party for claim payments under ch. 102, Wisconsin Statutes.

D. Insurance. LESSOR and LESSEE shall each maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of this Agreement.

E. Survival of Obligations. The obligations set forth in this paragraph shall survive the termination or expiration of this Agreement.

10. Indemnification and Release. LESSEE shall defend, indemnify and hold harmless LESSOR, its employees, agents, and elected and appointed officials 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, agents, and/or elected or appointed officials 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 as a result of the acts or omissions of LESSEE under this Lease.

The LESSOR shall defend, indemnify and hold harmless LESSEE, its employees, agents, and elected and appointed officials 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 LESSEE, its employees, agents, and/or elected or appointed officials 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 as a result of the acts or omissions of LESSOR under this Lease.

LESSEE hereby releases the LESSOR, its employees, agents, and elected and appointed officials 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 as a result of the acts or omissions of LESSEE under this Lease.

LESSOR hereby releases the LESSEE, its employees, agents, and elected and appointed officials 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 as a result of the acts or omissions of LESSOR under this Lease.

11. Termination of Lease. Either party shall have the right to terminate this Lease upon ninety (90) days written notice to the other party, which will allow LESSEE sufficient opportunity to remove any improvements it may have made, at any time during the term of this Lease and for any reason whatsoever, including but not limited to LESSOR's determination, at its sole discretion, that the Premises are required for airport purposes. Upon expiration of this period, any improvements not removed by LESSEE shall remain the property of the LESSOR without any cost to or further action by LESSOR. Upon such removal, LESSEE shall repair and restore the Premises to a safe and sightly condition. Any physical alterations or improvements to the land itself, such as landscaping, changes in topography or the like shall not be removed by LESSEE.

12. Grant Assurance and State Aid. LESSEE shall comply or take all steps necessary to enable LESSOR to comply with the requirements of current and future federal grant assurances and conditions of state aid.

13. 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.

14. Notices. All notices required by this Lease shall be in writing and personally delivered or sent First Class Mail to LESSOR, in care of the City Clerk, City Hall, 407 Grant Street, Wausau, Wisconsin 54403, and to LESSEE in care of the City Clerk, City Hall, 200 Park Street, Schofield, Wisconsin 54476.

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

16. 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.

17. 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.

18. Termination of Prior Lease. The Premises are currently the subject of separate lease agreements between the LESSOR and LESSEE made February 16, 2006 for a ten (10) year term ("Prior Lease") for each of Radtke Point and Grace Park. Upon execution of the instant Lease between the parties, each of these Prior Leases shall automatically terminate and be of no further effect.

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

CITY OF WAUSAU (LESSOR)

Witness

BY _____
Katie Rosenberg, Mayor

Attest:

Witness

Leslie Kremer, Clerk

CITY OF SCHOFIELD (LESSEE)

Lisa Quinn

Witness

BY *Kregg Hoehn*

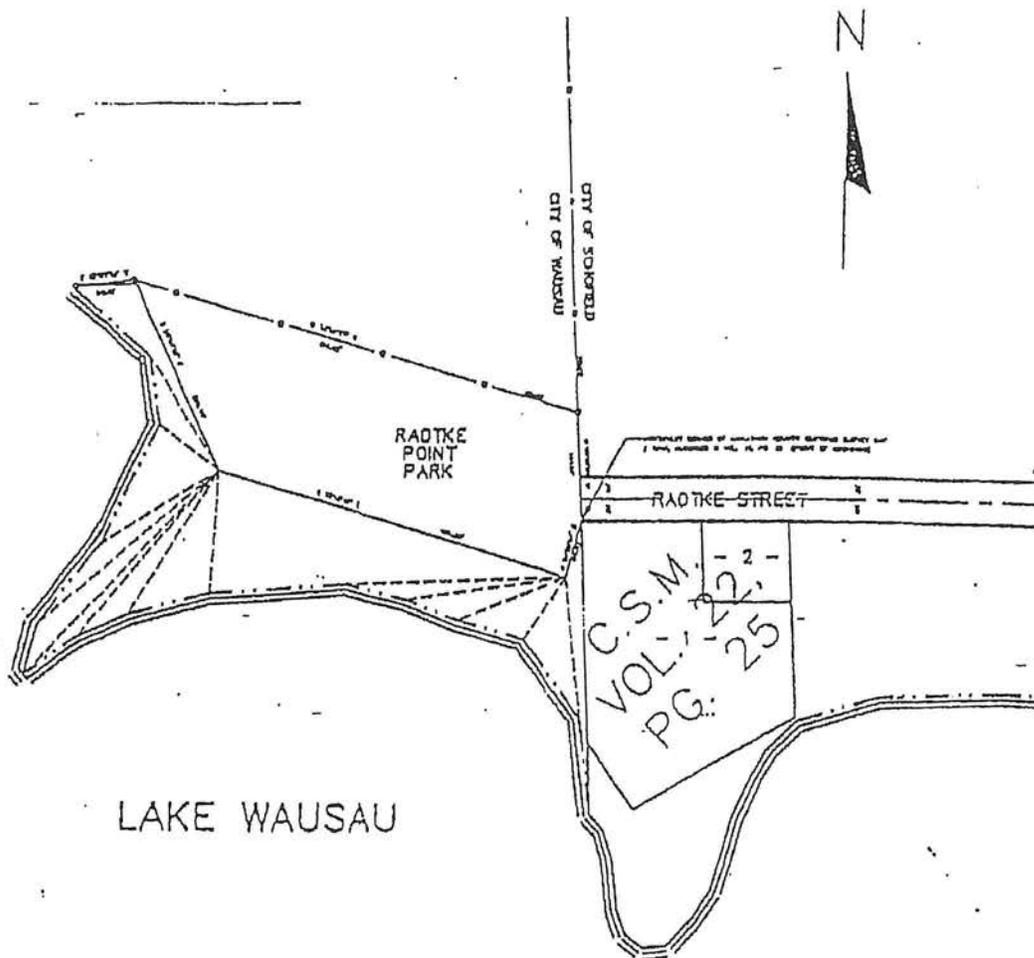
Kregg Hoehn, Mayor

Andrea E. B...

Witness

Lisa Quinn

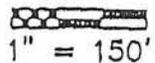
Lisa Quinn, Clerk/Treasurer



LAKE WAUSAU

Detail Sketch

Scale



1" = 150'

Legal Description for Parcel of Land

A parcel of land located in Government Lot 2, Section 12, Township 28 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Beginning at the Northwest corner of Marathon County Certified Map # 5947, recorded in Volume 22, of Marathon County Certified Maps on page 25; thence N 02° 56' 00" W along the East line of said Government Lot 2, 124.15 feet to a fence corner; thence N 73° 59' 07" W along a fenceline 518.82 feet to a fence corner; thence S 83° 57' 54" W along the fenceline 64.00 feet to the low water line of Lake Wausau; thence Southwesterly along the said low water line to it's intersection with the East line of said Government Lot 2; thence N 02° 56' 00" W, 324 feet more or less to the point of beginning.

47479

2025

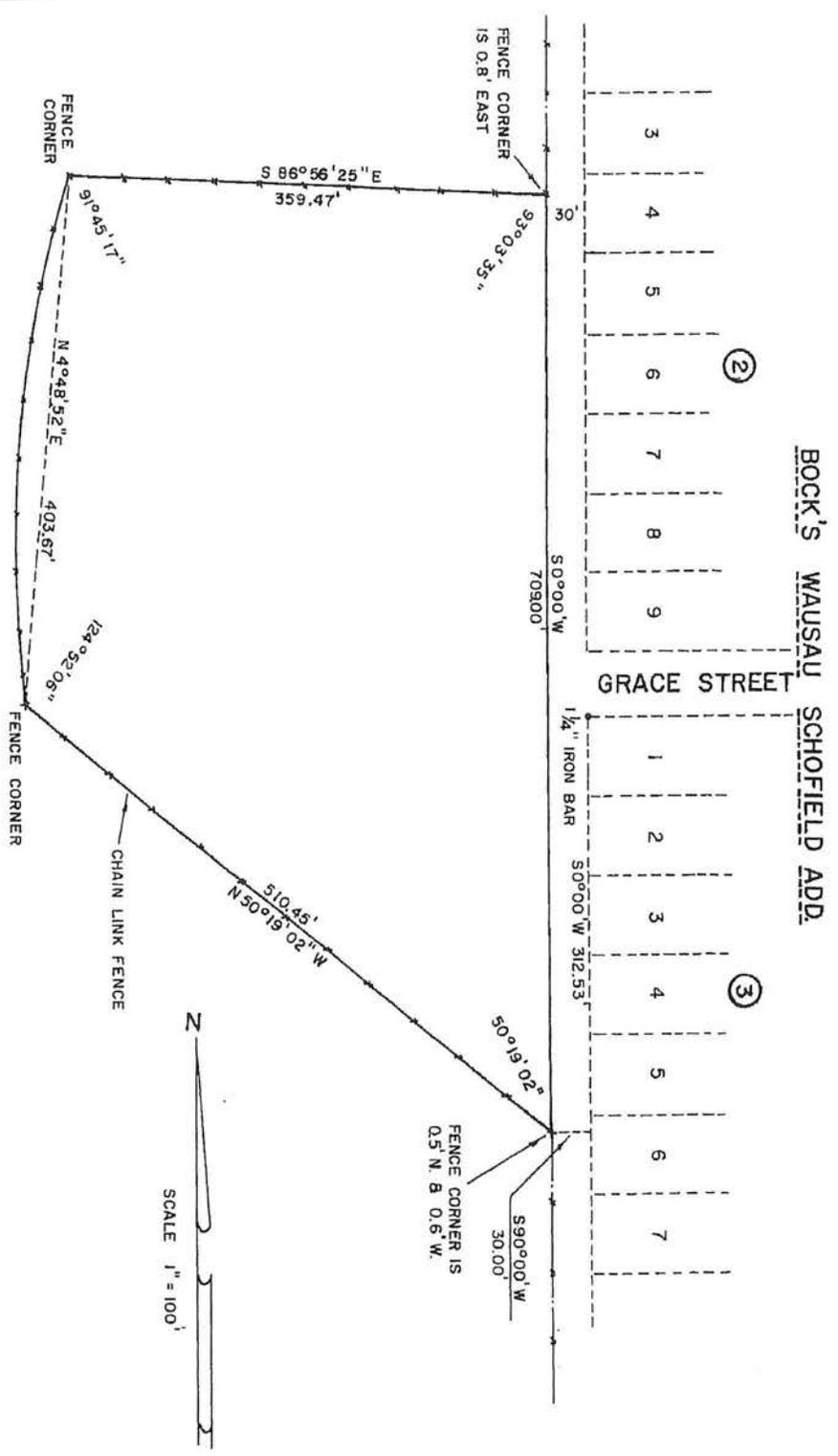


EXHIBIT A - GRACE PARK

3.08 City
City Engineering

REGISTRAR'S OFFICE
Marathon County, Wis.

Received for Record this _____
day of _____ A.D. 19 _____

at _____ o'clock _____ M and recorded

in Vol. _____ of _____

on page _____ of _____
Robert G. Kurnethy
Registrar

19 MAR 2 2 41 11 00

62479

CERTIFIED SURVEY MAP FOR CITY OF WAUSAU

I, Gordon Cary Bush, Surveyor, hereby certify: that I have surveyed and mapped a parcel of land located in Government Lot 2 and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, all in Section 12, Township 28 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northwest corner of Block 3 of Bock's Wausau-Schofield Addition; thence S0°00'W along the West line of said Block 3, 312.53 feet; thence S90°00'W, 30.00 feet to the point of beginning; thence N50°19'02"W, 510.45 feet; thence along the arc of curve to the right, said curve having a radius 1054.32 feet, a central angle of 22°04'24", and a long chord of 403.67 feet which bears N4°48'52"E; thence S86°56'25"E, 359.47 feet to the East line of the said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence S0°00'W along the East line of the said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and Government Lot 2, 709.00 feet to the point of beginning.

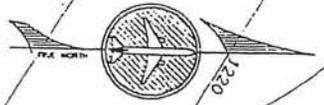
That such plat is a correct representation of all exterior boundaries of the land surveyed.

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

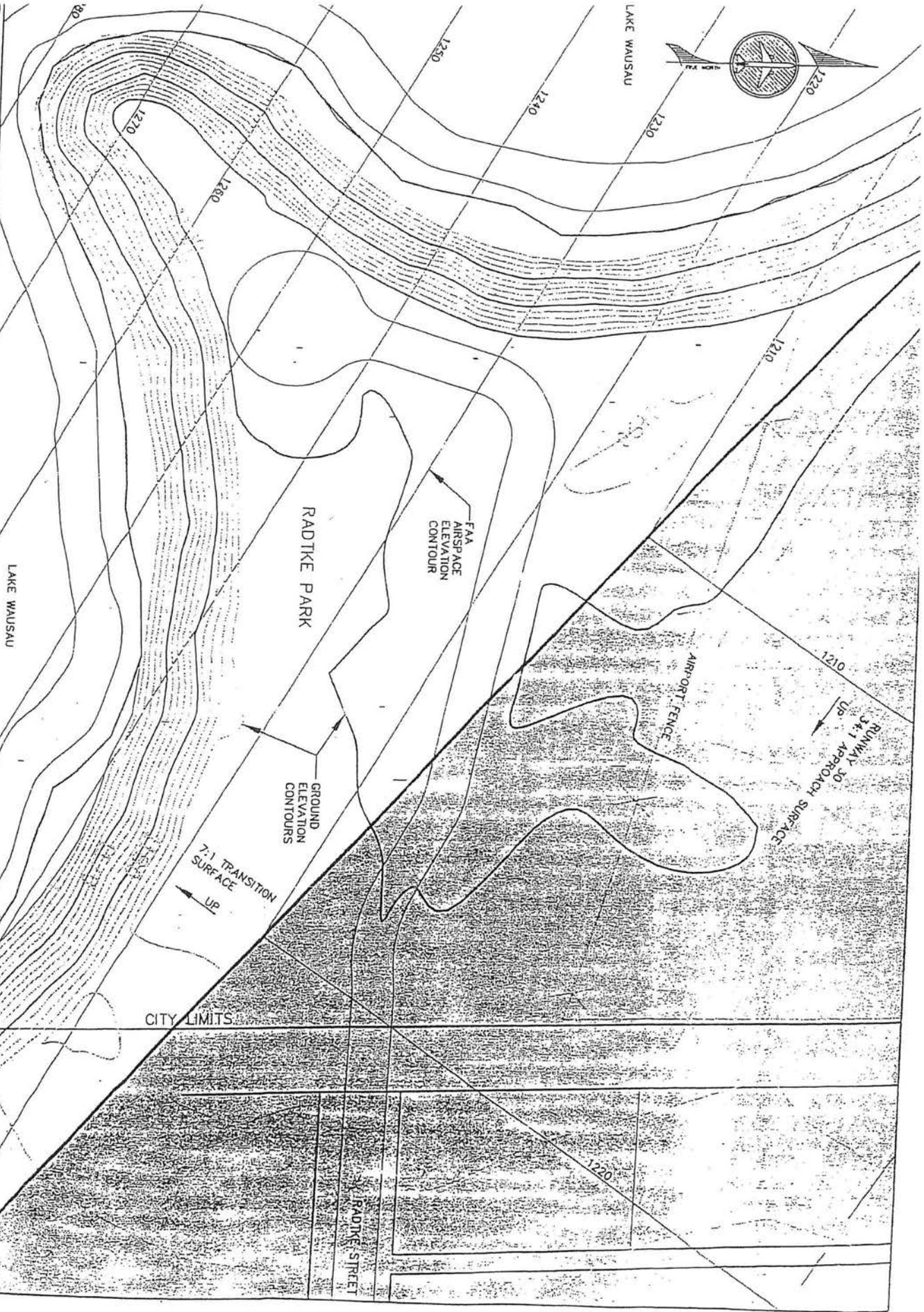
Gordon Cary Bush, S778
Engineering Division
Department of Public Works
City of Wausau
March 1, 1979

G. Cary Bush





LAKE WAUSAU



FAA
AIRSPACE
ELEVATION
CONTOUR

RADTKE PARK

GROUND
ELEVATION
CONTOURS

7:1 TRANSITION
SURFACE
UP

AIRPORT FENCE

RUNWAY 30
3:1 APPROACH SURFACE
UP

CITY LIMITS

RADTKE STREET

LAKE WAUSAU



BECHER-HOPPE ASSOCIATES, INC.

ENGINEERS ARCHITECTS SCIENTISTS SURVEYORS
399 South Street • P.O. Box 8000 • Racine, WI • 53407-8000
Tel: (715) 885-1000 • Fax: (715) 885-1000 • www.bhahoppe.com

EXHIBIT B

RADTKE PARK HEIGHT LIMITS
WAUSAU DOWNTOWN AIRPORT

PROJECT NO. 2005.041.3.1
SCALE: 1" = 80'
DATE: 09/07

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE	
Approving or Denying Various Licenses as Indicated	
Committee Action: Approved 5-0	
Fiscal Impact: None	
File Number: 20-0108	Date Introduced: October 13, 2020

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

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its September 21, 2020 meeting and has made recommendations that are attached hereto in the meeting minutes and recommends these actions to the Council for its approval, now therefore

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

Approved:

Katie Rosenberg, Mayor

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, September 21, 2020, at 5:15 pm, (Council Chambers)

Members Present: Rasmussen, Herbst, Peckham, Wadinski, McElhaney

Others Present: Alfonso, Bliven, Kremer, Kujawa, Rosenberg, Frances Howe

Consider approval or denial of various license applications.

Rasmussen stated there was one Operator's License application recommended for denial for Justin Zastrow. It was noted Mr. Zastrow was not present to appeal.

Motion by Wadinski, second by Herbst to approve or deny licenses as recommended by staff. Motion carried 5-0.

CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE

September 21, 2020 Meeting

AGENDA ITEM # 2

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

ADDITIONAL INFORMATION

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

1. **Denial Recommendation:** Operator License, **Justin Zastrow:** Multiple felony convictions for delivery of controlled substances. Most recently in January 2020. (Also applied and was denied in March 2020)
2. **Class II Special Events:** Wausau Events 2020 Harvest Fest, Saturday, October 3, 2020, on The 400 Block.
3. Temporary Class B Retailer (Picnic) Licenses for Monk Gardens Luminary Walks.

STAFF RECOMMENDATION

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

Mary Goede, Deputy Clerk

Date of Report: September 19, 2020

(715) 261-6621



PHS Date 09/21/2020

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
138131	9010 - Bartender/Operator New	ZASTROW, JUSTIN	620 E WAUSAU AVE WAUSAU WI 54403		THE GREAT DANE PUB & BREWING CO.	08/26/2020	06/30/2021	No	No	
138506	9027 - Class II	LEWITZKE, LINDSEY	316 SCOTT ST WAUSAU WI 54403	2020 HARVEST FEST on October 3, 2020 Organized by Lindsey Lewitzke					Yes	Yes
138668	9069 - Temporary Class B Retailer (Picnic)	,	518 S 7TH AVE WAUSAU WI 54401		ROBERT W MONK GARDENS				Yes	
138669	9069 - Temporary Class B Retailer (Picnic)	,	518 S 7TH AVE WAUSAU WI 54401		ROBERT W MONK GARDENS				Yes	
139033	9069 - Temporary Class B Retailer (Picnic)	REISSMANN, JOSH	PO BOX 1611 WAUSAU WI 54402		NOON OPTIMISTS				Yes	

Total Licenses

5

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

ORDINANCE OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Amending Section 8.08.170 Licenses

Committee Action: Approved 5-0

Ordinance Number:

Fiscal Impact:

File Number: 12-1014

Date Introduced: October 13, 2020

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

Add ()

Delete ()

Section 1. That Section 8.08.170 Licenses, is hereby amended to read as follows:

8.08.170 Licenses

...

(f) The provisions of this section do not apply to:

(1) A dog or cat in temporary foster care of a person who holds a valid pet fancier permit issued under section 8.08.120(c).

(2) ~~Dogs specially trained to lead blind or deaf persons or to provide support for mobility-impaired persons.~~

(~~3~~)(2) Dogs kept only for educational or scientific purposes.

(g) Every dog specially trained to lead blind or deaf persons or to provide support for mobility-impaired persons is exempt from the dog license fee of subsection (b) and every person owning such a dog shall receive annually a free dog license upon application to the city.

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie Kremer, Clerk

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, September 21, 2020, at 5:15 pm, (Council Chambers)

Members Present: Rasmussen, Herbst, Peckham, Wadinski, McElhaney

Others Present: Alfonso, Bliven, Kremer, Kujawa, Rosenberg, Frances Howe

Discussion and possible action on Ordinance amending Section 8.08.170 Licenses

Rasmussen stated these are housekeeping cleanup revisions to the animal ordinance in reference to pet licensing.

Motion by Wadinski, second by McElhaney to approve the ordinance. Motion carried 5-0.



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

To: Public Health & Safety Committee and
Common Council
From: Tara G. Alfonso, Asst. City Atty
Date: September 17, 2020
Re: COMMENTS ON AMENDMENTS TO W.M.C. §8.08.170, Licenses

- The Wausau Municipal Code §8.08.170 Licenses, sets forth the City requirement, which is based upon state law (Wis. Stat. §174.07), that dog owners obtain licenses for those dogs kept within the City limits. In addition to the requirement for dog owners to obtain a license, the City also requires cat owners to obtain a license.
- City ordinance Section 8.08.170(f) also sets forth certain exceptions to the requirement for obtaining a dog license. These include exceptions for dogs kept for educational or scientific purposes or a dog or cat in temporary foster care of a person holding a valid pet fancier permit.
- With respect to an additional exception provided for in the City ordinance that dogs specially trained to lead blind or deaf persons or to provide support for mobility-impaired persons are also exempt from the provisions of Section 8.08.170, questions sometimes arise as to the process, if any, for exercising that exemption.
- State statute provides in Wis. Stat. §174.055 that every person owning a dog specially trained to lead blind or deaf persons or to provide support for mobility-impaired persons shall “receive annually a free dog license from the local collecting officer upon application.” In order to make clear the requirement that an application for the license is still required, the City ordinance is recommended to be amended to more closely track the state statutory language and to make the requirement for submission of an “application” more clear.

CONFIRMATION OF MAYOR'S APPOINTMENTS

to Boards, Commissions and Committees: *Rules Review Committee; and the Ethics Board*

File Number: 20-1003 **Date Introduced:** October 13, 2020

Rules Review Committee

Michael Martens	1228 Arthur St	Term of Office	715-845-1396
Tom Neal	916 Hamilton St	Term of Office	715-573-6042
James Wadinski	1130 Brown St	Term of Office	
Becky McElhaney	4050 Ashland Ave	Term of Office	715-581-3762
Sarah Watson	412 N 5th Ave	Term of Office	715-204-9865

Ethics Board

Doug Hosler (1)	1717 N 13th St	5 Yr Term Exp 4/30/25
-----------------	----------------	-----------------------

Approved:

Katie Rosenberg, Mayor

Mary Goede

From: Katie Rosenberg
Sent: Tuesday, October 13, 2020 4:21 PM
To: Kathi Groeschel; Mary Goede; Leslie Kremer
Subject: Appointment

Good afternoon!

I'm hoping to appoint the following person tonight, can we update the packet with his information and this blurb about why he's interested?

Doug Hosler
1717 N. 13th Street

Retired (Professor Emeritus at UW-Stevens Point at Wausau)

I am retired and would like to be involved in dealing with real ethical issues in the hopes of helping this city. In my career in philosophy for 53 years, I studied and taught ethics courses but I found the best teacher was application to real cases (often muddy and difficult). That challenge is something I would look forward to, and I would hope I could be of particular use on this board.

Katie Rosenberg
Wausau Mayor
She/Her/Hers
407 Grant Street
Wausau, WI 54403
katie.rosenberg@ci.wausau.wi.us
715-261-6800

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: August 13, 2020, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Larson, Neal, Wadinski, Ryan (arrived at 5:30 due to WebEx issues)

Also Present: Lindman, Wesolowski, Niksich, Alfonso; *By WebEx*: Buckner

Discussion and possible action on stop sign placement at the intersection of 10th Street and Stark Street

Rasmussen indicated that Neal has been working on this issue for approximately 5 years. The MUTCD standards are to place the stop sign on the street with less traffic. The traffic issue in this area is not getting better and the ask is to place the stop signs on the opposite corners.

Neal explained driving north on 10th Street dead ends near Kaiser Pool. Blocks between Bridge and DeKalb, and Stark and DeKalb are essentially two house blocks. If traveling on 10th Street and knowing there is a dead end ahead, one slows down. If traveling south on 10th Street from Bridge or DeKalb, one has essentially gone one block and has a stop sign. This does not allow one to speed up. Neal knows that stop signs are not meant to mitigate speed but at this intersection, the stop sign placement does not make sense. Going further south, one travels five blocks to McIndoe before seeing another stop sign. He understands the stop sign placement on 10th Street at McIndoe Street because of the hill and being unable to stop in the winter. This is not an issue on Stark Street as the area is flat. Driving west on Stark Street, one does not see a stop sign until 7th Street. This is over a mile and people use it as a thoroughfare. Neal has received numerous complaints and concerns, particularly from people who live on Stark Street between 7th and 10th Streets. Neal is proposing the stop signs on 10th Street be switched to Stark Street. They do not serve any purpose, but if on Stark Street they would serve a purpose by making people stop. He feels it is a small thing to switch the stop signs and the neighbors would be thankful. He cannot find a logical reason why this cannot be done aside from traffic standards. He could drive all over town and find situations where standards have been altered or ignored.

Rasmussen has talked to the resident at 10th and Stark at least ten times. He walks with a cane and has nearly been struck at 8th and Stark two to three times. Neal noted this resident is not the only person he has heard from. Rasmussen said targeted enforcement was tried many times, but traffic returns to the old behavior as soon as enforcement leaves. She is not a fan of using stop signs to control speed but at some point you almost feel like you have no choice.

Neal cannot understand why the stop signs were placed on 10th Street as they do not provide a purpose. Rasmussen stated maybe 20 years ago an effort took place at PD to eliminate unmarked intersections. Every unmarked intersection in town received stop signs on the lesser traveled street. This may have been part of the effort.

Wesolowski stated the Manual of Uniform Traffic Control Devices does state that unless there is an obstacle or some overwhelming reason, stop signs should be placed on the minor, less traveled street. In this case the less traveled street is 10th Street. Traffic counters were placed at this intersection for four days. Average daily traffic on Stark Street was 675 vehicles. Unfortunately the power went out on the counters on 10th Street. But general observation shows less traffic on 10th Street. Traffic counters also measure speed. The median speed was 25 MPH. The 85th percentile was 29 MPH. One car was measured at 39 MPH. 85% of traffic was under 29 MPH. In Wesolowski's opinion, the intersection is functioning as it should. Wesolowski stated if stop signs are placed on the major road, people tend to ignore them and there are more accidents. When considering a green society, this would be more people stopping, which is less efficient for vehicles. Also more people get mad and gun it at the stop sign.

Rasmussen feels if we want our areas to be more walkable and bike and pedestrian friendly, we need a community sensitive solution. She noted that 10th Street is the less traveled street sometimes, but is certainly not the less traveled street when Thom Field is in use or when Kaiser Pool is open.

Since the counters on 10th Street were not working, Alfonso believes it might be worth delaying a decision until the full picture can be obtained. State statute requires municipalities to follow the MUTCD. If you do not follow state standards and a personal liability accident occurs, the City can become involved in a law suit. To make sure we comply with the recommendation of the MUTCD and not open ourselves to potential liability, she recommends finishing the study. She added that the counter should be placed out when it makes sense. She mentioned the traffic observation that took place at Starbucks. Traffic was observed on a day when it did not back up. Traffic backup would have been observed on a Saturday or Sunday. Rasmussen said the normal traffic is not there as high school football will not be happening and Kaiser Pool is closed. We can do a traffic count but would have to recognize that the count is affected by these factors. She added if there is no legal way to remove the stop signs from 10th Street, the intersection could be made into a four-way stop. Larson is for fixing this even if it takes a four-way stop. Neal feels doing a traffic study during this extraordinary time is not indicative of normal lives. He is looking at years of complaints.

Wesolowski would not recommend a four-way stop. Four-way stops are meant if there is equal traffic in each direction. Rasmussen asked for an accurate count off of 10th Street for the next meeting, knowing we would have to statistically adjust for Thom Field and Kaiser Pool. She feels if there is similar traffic in both directions, there is no reason not to switch the signs. Discussion followed.

Larson moved to make this intersection a four-way stop and continue the study; if the study comes back and it is not needed, the signs could be removed. Rasmussen feels installing and removing signs is an issue for the traveling public and creates confusion.

Larson revised his motion and moved to make the intersection a four-way stop. Seconded by Neal.

Neal said it is one thing to have standards but it is another thing to get around standards that are causing trouble in certain areas. Neal supports the motion if we are legally empowered to do so. Alfonso explained that the law requires the City to follow the MUTCD. In order to know if we are following the MUTCD, we need to know that the traffic data is similar on both streets.

Rasmussen would like to have the 10th Street data to decide if we need a four-way stop or if it makes sense to switch the stop signs. Ryan suggested voting on this and if the study shows otherwise it could be pulled from the Council agenda. However, this would leave Alderman Neal without a solution.

Neal spoke about the intersection of 10th and McIndoe. The stop signs are on 10th Street. He cannot be convinced that traffic on McIndoe is heavier than 10th Street. 10th Street is a thoroughfare and a bus route. He suspects it was installed on 10th Street because of the hill on McIndoe. He noted the stop signs at 10th and Jefferson were installed because of accidents. We have responded to dangers, history of problems, or complaints from the neighborhood. He feels there is leeway.

All the training Wadinski has been to over the years and all the professionals he has talked with try to stick with the MUTCD as much as they can. He has been to many residences over the years regarding speeding and the problem was not as big as the resident had perceived. Wadinski would like to see more data, such as crash data, speed data, and pedestrian and bicycle traffic as he does not want to put the City into any liability.

Larson withdrew his motion and Neal agreed. This item will be brought back in September.

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: September 10, 2020, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Neal, Wadinski, Ryan (Larson was excused)

Also Present: Mayor Rosenberg, Lindman, Wesolowski, Niksich, Buckner, Herbst

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

Discussion and possible action on stop sign placement at the intersection of 10th Street and Stark Street (Deferred from the August 13, 2020 meeting.)

Wesolowski indicated the traffic counters show an average week day on Stark Street with 813 vehicles and 757 vehicles on 10th Street, which was closer than he thought it would be. The previous counters did not show a significant speed issue on Stark Street. This was confirmed with the recent counters. The mean speed was 24 MPH. 85% of the traffic was going under 28½ MPH, which is below enforcement levels. According to the data, the issue of speeding is more perception than reality. Given that speeding is not an issue and there is more traffic on Stark Street, Wesolowski does not recommend making any changes.

Neal stated looking at the data, the traffic counts are close. He noted they are close during a time when north south traffic is not registering people going to Wausau East and to games at the field. With the counter on the west side of 10th Street, any Stark Street west bound traffic turning onto 10th Street is not counted. He finds the vehicle counts not very enlightening. 10th Street is the slower street, which is naturally mitigated due to the ending of the street at Bridge Street. He firmly believes that it is close enough to address the neighbor's concerns and swap the signs. He can go down 10th Street south to McIndoe and find a four-way stop. He is not suggesting a four-way here is the answer, although he would accept it. He has lived in the area for 21 years and the perception is Stark Street is a thoroughfare and 10th Street is calm.

Rasmussen thought the numbers would be further apart. Further apart would make the case to leave the signage in accordance with MUTCD standards. What is not included in the count is Kaiser Pool traffic. One previous concern was creating a liability situation when you install against the standards and traffic counts are vastly different. Buckner stated a traffic monitor was placed in the 1200 block of Stark Street from roughly July 30 to August 7. There were 1,200 cars westbound and approximately 1,260 eastbound. Rasmussen asked if there were any detours in the area that would create an influx or if 10th Street was receiving flow due to the Kickbusch Street project.

Wadinski said the data does not support moving the stop signs and he would not support it because of the data and federal standards.

Ryan has attended some Forest Park neighborhood meetings. The residential streets north of this area have issues with speeding going to East High. She questioned doing another reading on 10th Street and waiting until school is in person; suggesting the timing is not providing an accurate point of view. In Forest Park a lot of the issues are with high speed from school traffic. Rasmussen feels that is a targeted enforcement issue.

Wadinski believes this is mostly about speeding vehicles and the data does not support that there is an overload of speeding vehicles in this location. Even if the stop signs are moved, within a half of block the vehicles will be going the same speed. This will not alleviate the stated problem. Neal said the vehicle counts are so close during a time when north-south traffic for East High is not in the equation. Common sense tells him that the count would go up significantly. Stark Street is used as a thoroughfare. From the east terminus to 7th Street there is not a single stop sign so traffic gets a full head of steam going. Traffic goes basically two miles without traffic controls. This is a potential safety hazard. He would like to react to concerns from neighbors and look at the numbers practically with school out. Hundreds of people use this for a main route for school and the numbers do not reflect that. He strongly feels the City, in good conscience, can swap the signs.

Per MUTCD standards, the volume of traffic on each road is to be relatively equal before creating a multistep situation. In this case it is. Rasmussen questioned if the other criteria of the guidance is met. Neal discussed 10th and McIndoe being a four-way and the potential for safety concerns at 10th and Stark.

Ryan noted that people walk through the neighborhood to go to games at the field. Having a four-way would help keep traffic going and would help with pedestrian safety. Neal lives on Hamilton to the south of the field. On game night, parking is up and down his street with people walking to the field.

Ryan moved to install stop signs on Stark Street and leave in place the stop signs on 10th Street creating a four-way stop. Seconded by Neal.

Wadinski asked if staff supports a four-way. Wesolowski is not necessarily in support as there isn't an accident history and speeding is not an issue. Due to the equal amount of traffic on both streets, he does feel a four-way is more supported than switching the stop signs.

There being a motion and a second, motion to install stop signs on Stark Street and leave in place the stop signs on 10th Street creating a four-way stop carried 3-1 with Wadinski the dissenting vote.

AGENDA ITEM

Discussion and possible action on stop sign placement at the intersection of 10th Street and Stark Street

BACKGROUND

This item was requested to be placed on the agenda for consideration. It has been suggested that speeding occurs on Stark Street. Stark Street is a feeder street for the neighborhood. The stop signs at this intersection are placed such that traffic on 10th Street is required to stop. Stark Street carries the higher volume of traffic. At the time of this staff report traffic counters had not been placed, staff will attempt to get data prior to CISM meeting.

FISCAL IMPACT

None

STAFF RECOMMENDATION

In accordance with the Manual of Uniform Traffic Control Devices (MUTCD), stop signs are to be located on the street carrying the lower volume of traffic. This is consistent with the current stop sign configuration. Staff does not recommend any changes.

Staff contact: Allen Wesolowski 715-261-6762

AGENDA ITEM

Discussion and possible action on stop sign placement at the intersection of 10th Street and Stark Street (Deferred from the August 13, 2020 meeting.)

BACKGROUND

This item was deferred from the August CISM meeting to allow engineering staff to collect traffic data for the roadways. The stop signs at this intersection are placed such that traffic on 10th Street is required to stop. The traffic counters and were placed on Stark Street and 10th Street from August 17th – 24th. The traffic data collected is included as an attachment. Page 1 gives a summary of the data collected. Also included is section 2B.07 of the Manual of Uniform Traffic Control Devices (MUTCD) which discusses Multi-Way stop applications.

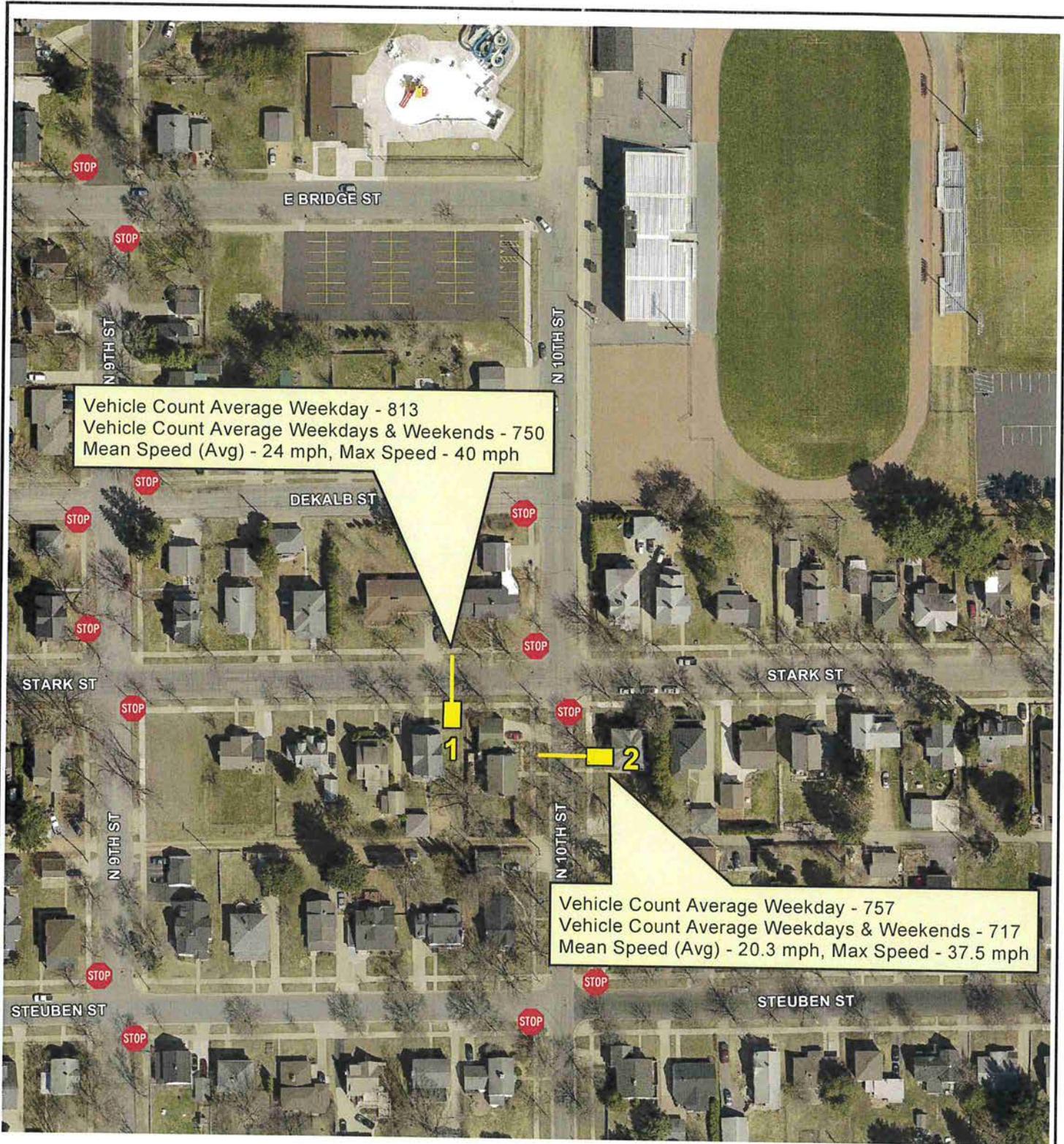
FISCAL IMPACT

Minimal

STAFF RECOMMENDATION

Staff does not recommend any changes to the current stop sign placement at the intersection. The belief that vehicles are traveling at excessive speeds is not the case, the data shows the mean speed to be 24 mph and the 85th percentile speed to be 28.5 mph, which is well within acceptable standards. The MUTCD stresses keeping traffic control measures to the minimum required to control the traffic.

Staff contact: Allen Wesolowski 715-261-6762

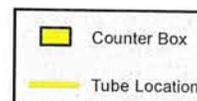
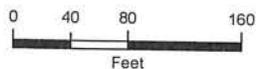


Counters Set-up On
 August 17th, 2020 after 8:35am

Counters Removed On
 August 24th, 2020 after 8:50am

Traffic Counter Location

City of Wausau, Wisconsin



Map Location



MetroCount Traffic Executive Weekly Vehicle Counts

WeeklyVehicle – Counter 1

Datasets:

Site: [Stark St] West of N 10th St
Attribute: COW
Direction: 6 - West bound A>B, East bound B>A. Lane: 0
Survey Duration: 7:59 Monday, August 17, 2020 => 9:10 Monday, August 24, 2020,
Zone:
File: Stark St 0 2020-08-24 0911.EC0 (Plus)
Identifier: DR12YJX0 MC56-L5 [MC55] (c)Microcom 19Oct04
Algorithm: Factory default axle (v5.02)
Data type: Axle sensors - Paired (Class/Speed/Count)

Profile:

Filter time: 8:00 Monday, August 17, 2020 => 9:10 Monday, August 24, 2020 (7.04925)
Included classes: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
Speed range: 6 - 99 mph.
Direction: North, East, South, West (bound), P = East, Lane = 0-16
Separation: Headway > 0 sec, Span 0 - 328.084 ft
Name: Default Profile
Scheme: Vehicle classification (Scheme F3)
Units: Non metric (ft, mi, ft/s, mph, lb, ton)
In profile: Vehicles = 5271 / 5273 (99.96%)

Weekly Vehicle Counts

WeeklyVehicle – Counter 1

Site: Stark St
Description: West of N 10th St
Filter time: 8:00 Monday, August 17, 2020 => 9:10 Monday, August 24, 2020
Scheme: Vehicle classification (Scheme F3)
Filter: Cls(1-13) Dir(NESW) Sp(6,99) Headway(>0) Span(0 - 328.084) Lane(0-16)

Hour	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Averages	
	17 Aug	18 Aug	19 Aug	20 Aug	21 Aug	22 Aug	23 Aug	1 - 5	1 - 7
0000-0100	*	5	4	6	7	8	7	5.5	6.2
0100-0200	*	2	3	8	6	3	3	4.8	4.2
0200-0300	*	4	5	4	2	5	6	3.8	4.3
0300-0400	*	1	3	1	4	4	2	2.3	2.5
0400-0500	*	2	1	2	6	4	11	2.8	4.3
0500-0600	*	8	14	9	9	5	2	10.0	7.8
0600-0700	*	31	23	21	21	7	11	24.0	19.0
0700-0800	*	32	51	38	27	16	11	37.0	29.2
0800-0900	11	29	48	43	38	20	21	33.8	30.0
0900-1000	20	24	36	47	44	39	35	34.2	35.0
1000-1100	30	31	59	41	52	39	30	42.6	40.3
1100-1200	44	39	50	53	53	43	36	47.8	45.4
1200-1300	63	59	60	77	44	41	60	60.6	57.7
1300-1400	47	39	50	59	64	54	39	51.8	50.3
1400-1500	34	57	49	80	43	37	40	52.6	48.6
1500-1600	57	58	68	75	60	40	49	63.6	58.1
1600-1700	61	66	63	70	79	39	36	67.8	59.1
1700-1800	64	85	67	131	80	56	49	85.4	76.0
1800-1900	60	52	42	56	54	30	45	52.8	48.4
1900-2000	41	58	54	60	47	41	35	52.0	48.0
2000-2100	34	37	37	25	30	46	21	32.6	32.9
2100-2200	28	10	20	28	19	21	8	21.0	19.1
2200-2300	11	14	16	21	15	19	10	15.4	15.1
2300-2400	5	11	12	9	8	9	4	9.0	8.3
Totals									
0700-1900	*	571	643	770	638	454	451	630.0	578.2
0600-2200	*	707	777	904	755	569	526	759.6	697.2
0600-0000	*	732	805	934	778	597	540	784.0	720.6
0000-0000	*	754	835	964	812	626	571	813.0	749.9
AM Peak	*	1100	1000	1100	1100	1100	1100		
	*	39	59	53	53	43	36		
PM Peak	1700	1700	1500	1700	1700	1700	1200		
	64	85	68	131	80	56	60		

* - No data.

Weekly Vehicle Counts

WeeklyVehicle – Counter 1

Site: Stark St
Description: West of N 10th St
Filter time: 8:00 Monday, August 17, 2020 => 9:10 Monday, August 24, 2020
Scheme: Vehicle classification (Scheme F3)
Filter: Cls(1-13) Dir(NESW) Sp(6,99) Headway(>0) Span(0 - 328.084) Lane(0-16)

Hour	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Averages	
	24 Aug	25 Aug	26 Aug	27 Aug	28 Aug	29 Aug	30 Aug	1 - 5	1 - 7
0000-0100	6	*	*	*	*	*	*	6.0	6.0
0100-0200	1	*	*	*	*	*	*	1.0	1.0
0200-0300	0	*	*	*	*	*	*	0.0	0.0
0300-0400	3	*	*	*	*	*	*	3.0	3.0
0400-0500	4	*	*	*	*	*	*	4.0	4.0
0500-0600	12	*	*	*	*	*	*	12.0	12.0
0600-0700	24	*	*	*	*	*	*	24.0	24.0
0700-0800	28	*	*	*	*	*	*	28.0	28.0
0800-0900	21	*	*	*	*	*	*	21.0	21.0
0900-1000	0	*	*	*	*	*	*	0.0	0.0
1000-1100	*	*	*	*	*	*	*	*	*
1100-1200	*	*	*	*	*	*	*	*	*
1200-1300	*	*	*	*	*	*	*	*	*
1300-1400	*	*	*	*	*	*	*	*	*
1400-1500	*	*	*	*	*	*	*	*	*
1500-1600	*	*	*	*	*	*	*	*	*
1600-1700	*	*	*	*	*	*	*	*	*
1700-1800	*	*	*	*	*	*	*	*	*
1800-1900	*	*	*	*	*	*	*	*	*
1900-2000	*	*	*	*	*	*	*	*	*
2000-2100	*	*	*	*	*	*	*	*	*
2100-2200	*	*	*	*	*	*	*	*	*
2200-2300	*	*	*	*	*	*	*	*	*
2300-2400	*	*	*	*	*	*	*	*	*
Totals									
0700-1900	*	*	*	*	*	*	*	*	*
0600-2200	*	*	*	*	*	*	*	*	*
0600-0000	*	*	*	*	*	*	*	*	*
0000-0000	*	*	*	*	*	*	*	*	*
AM Peak	*	*	*	*	*	*	*	*	*
PM Peak	*	*	*	*	*	*	*	*	*

* - No data.

MetroCount Traffic Executive Weekly Vehicle Counts (Virtual Week)

VirtWeeklyVehicle – Counter 1

Datasets:

Site: [Stark St] West of N 10th St
Attribute: COW
Direction: 6 - West bound A>B, East bound B>A. Lane: 0
Survey Duration: 7:59 Monday, August 17, 2020 => 9:10 Monday, August 24, 2020,
Zone:
File: Stark St 0 2020-08-24 0911.EC0 (Plus)
Identifier: DR12YJX0 MC56-L5 [MC55] (c)Microcom 19Oct04
Algorithm: Factory default axle (v5.02)
Data type: Axle sensors - Paired (Class/Speed/Count)

Profile:

Filter time: 8:00 Monday, August 17, 2020 => 9:10 Monday, August 24, 2020 (7.04925)
Included classes: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
Speed range: 6 - 99 mph.
Direction: North, East, South, West (bound), P = East, Lane = 0-16
Separation: Headway > 0 sec, Span 0 - 328.084 ft
Name: Default Profile
Scheme: Vehicle classification (Scheme F3)
Units: Non metric (ft, mi, ft/s, mph, lb, ton)
In profile: Vehicles = 5271 / 5273 (99.96%)

Weekly Vehicle Counts (Virtual Week)

VirtWeeklyVehicle – Counter 1

Site: Stark St
Description: West of N 10th St
Filter time: 8:00 Monday, August 17, 2020 => 9:10 Monday, August 24, 2020
Scheme: Vehicle classification (Scheme F3)
Filter: Cls(1-13) Dir(NESW) Sp(6,99) Headway(>0) Span(0 - 328.084) Lane(0-16)

Hour	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Averages	
								1 - 5	1 - 7
0000-0100	6.0	5.0	4.0	6.0	7.0	8.0	7.0	5.6	6.1
0100-0200	1.0	2.0	3.0	8.0	6.0	3.0	3.0	4.0	3.7
0200-0300	0.0	4.0	5.0	4.0	2.0	5.0	6.0	3.0	3.7
0300-0400	3.0	1.0	3.0	1.0	4.0	4.0	2.0	2.4	2.6
0400-0500	4.0	2.0	1.0	2.0	6.0	4.0	11.0	3.0	4.3
0500-0600	12.0	8.0	14.0	9.0	9.0	5.0	2.0	10.4	8.4
0600-0700	24.0	31.0	23.0	21.0	21.0	7.0	11.0	24.0	19.7
0700-0800	28.0	32.0	51.0	38.0	27.0	16.0	11.0	35.2	29.0
0800-0900	16.0	29.0	48.0	43.0	38.0	20.0	21.0	31.7	28.9
0900-1000	10.0	24.0	36.0	47.0	44.0	39.0	35.0	28.5	30.6
1000-1100	30.0	31.0	59.0	41.0	52.0	39.0	30.0	42.6	40.3
1100-1200	44.0	39.0	50.0	53.0	53.0	43.0	36.0	47.8	45.4
1200-1300	63.0	59.0	60.0	77.0	44.0	41.0	60.0	60.6	57.7
1300-1400	47.0	39.0	50.0	59.0	64.0	54.0	39.0	51.8	50.3
1400-1500	34.0	57.0	49.0	80.0	43.0	37.0	40.0	52.6	48.6
1500-1600	57.0	58.0	68.0	75.0	60.0	40.0	49.0	63.6	58.1
1600-1700	61.0	66.0	63.0	70.0	79.0	39.0	36.0	67.8	59.1
1700-1800	64.0	85.0	67.0	131.0	80.0	56.0	49.0	85.4	76.0
1800-1900	60.0	52.0	42.0	56.0	54.0	30.0	45.0	52.8	48.4
1900-2000	41.0	58.0	54.0	60.0	47.0	41.0	35.0	52.0	48.0
2000-2100	34.0	37.0	37.0	25.0	30.0	46.0	21.0	32.6	32.9
2100-2200	28.0	10.0	20.0	28.0	19.0	21.0	8.0	21.0	19.1
2200-2300	11.0	14.0	16.0	21.0	15.0	19.0	10.0	15.4	15.1
2300-2400	5.0	11.0	12.0	9.0	8.0	9.0	4.0	9.0	8.3
Totals									
0700-1900	514.0	571.0	643.0	770.0	638.0	454.0	451.0	620.4	572.5
0600-2200	641.0	707.0	777.0	904.0	755.0	569.0	526.0	750.0	692.2
0600-0000	657.0	732.0	805.0	934.0	778.0	597.0	540.0	774.4	715.6
0000-0000	683.0	754.0	835.0	964.0	812.0	626.0	571.0	802.8	744.5
AM Peak	1100	1100	1000	1100	1100	1100	1100		
	44.0	39.0	59.0	53.0	53.0	43.0	36.0		
PM Peak	1700	1700	1500	1700	1700	1700	1200		
	64.0	85.0	68.0	131.0	80.0	56.0	60.0		

* - No data.

MetroCount Traffic Executive Speed Statistics by Hour

SpeedStatHour – Counter 1

Datasets:

Site: [Stark St] West of N 10th St <25mph>
Attribute: COW
Direction: 6 - West bound A>B, East bound B>A. Lane: 0
Survey Duration: 7:59 Monday, August 17, 2020 => 9:10 Monday, August 24, 2020,
Zone:
File: Stark St 0 2020-08-24 0911.EC0 (Plus)
Identifier: DR12YJX0 MC56-L5 [MC55] (c)Microcom 19Oct04
Algorithm: Factory default axle (v5.02)
Data type: Axle sensors - Paired (Class/Speed/Count)

Profile:

Filter time: 8:00 Monday, August 17, 2020 => 9:10 Monday, August 24, 2020 (7.04925)
Included classes: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
Speed range: 6 - 99 mph.
Direction: North, East, South, West (bound), P = East, Lane = 0-16
Separation: Headway > 3 sec, Span 0 - 328.084 ft
Name: Default Profile
Scheme: Vehicle classification (Scheme F3)
Units: Non metric (ft, mi, ft/s, mph, lb, ton)
In profile: Vehicles = 4654 / 5273 (88.26%)

Speed Statistics by Hour

SpeedStatHour – Counter 1

Site: Stark St

Description: West of N 10th St <25mph>

Filter time: 8:00 Monday, August 17, 2020 => 9:10 Monday, August 24, 2020

Scheme: Vehicle classification (Scheme F3)

Filter: Cls(1-13) Dir(NESW) Sp(6,99) Headway(>3) Span(0 - 328.084) Lane(0-16)

Vehicles = 4654

Posted speed limit = 25 mph, Exceeding = 2025 (43.51%), Mean Exceeding = 28.01 mph

Maximum = 40.1 mph, Minimum = 6.4 mph, Mean = 24.0 mph

85% Speed = 28.47 mph, 95% Speed = 30.98 mph, Median = 24.33 mph

12 mph Pace = 18 - 30, Number in Pace = 3794 (81.52%)

Variance = 21.71, Standard Deviation = 4.66 mph

Hour Bins (Partial days)

Time	Bin	Min	Max	Mean	Median	85%	95%	>PSL 25 mph
0000	36 0.774%	14.1	34.8	22.7	22.4	26.7	31.6	8 22.22%
0100	24 0.516%	19.3	31.2	25.5	25.9	29.9	30.9	13 54.17%
0200	18 0.387%	18.5	30.8	24.2	23.8	28.6	30.8	7 38.89%
0300	15 0.322%	9.4	29.2	19.6	19.5	27.6	29.2	4 26.67%
0400	27 0.580%	13.8	29.9	21.3	21.6	25.4	29.7	4 14.81%
0500	54 1.160%	15.6	40.1	26.6	26.3	33.2	37.5	31 57.41%
0600	126 2.707%	9.8	33.0	25.4	25.2	29.3	31.5	69 54.76%
0700	184 3.954%	7.4	35.4	25.1	26.0	29.5	33.2	109 59.24%
0800	202 4.340%	11.9	35.7	24.2	24.7	28.8	32.1	97 48.02%
0900	215 4.620%	10.9	36.4	24.0	24.5	28.6	31.6	98 45.58%
1000	251 5.393%	6.8	32.7	23.8	24.3	28.8	31.2	110 43.82%
1100	287 6.167%	12.1	37.3	24.8	25.1	29.1	31.3	146 50.87%
1200	356 7.649%	6.7	38.0	24.7	25.2	29.5	32.3	184 51.69%
1300	304 6.532%	7.7	35.2	23.9	24.4	28.3	30.8	142 46.71%
1400	292 6.274%	6.4	36.8	23.7	24.0	28.1	29.6	113 38.70%
1500	351 7.542%	8.7	36.7	23.7	24.0	28.4	30.3	145 41.31%
1600	362 7.778%	9.3	35.7	24.4	24.8	29.0	31.5	172 47.51%
1700	480 10.31%	8.2	37.1	23.8	24.1	28.2	31.0	191 39.79%
1800	299 6.425%	7.6	37.4	23.4	24.0	27.9	30.1	119 39.80%
1900	300 6.446%	7.8	36.7	23.2	23.6	27.1	29.5	97 32.33%
2000	207 4.448%	7.4	35.3	23.0	23.2	27.0	29.5	61 29.47%
2100	116 2.492%	7.5	36.3	23.6	24.4	28.1	31.4	47 40.52%
2200	94 2.020%	7.5	32.5	23.8	24.0	27.2	31.5	41 43.62%
2300	54 1.160%	10.4	35.1	23.4	23.7	28.2	31.6	17 31.48%
----	4654 100.0%	6.4	40.1	24.0	24.3	28.5	31.0	2025 43.51%

Weekly Vehicle Counts

WeeklyVehicle – Counter 2

Site: N 10th St
Description: South of Stark St <25mph>
Filter time: 9:00 Monday, August 17, 2020 => 9:21 Monday, August 24, 2020
Scheme: Vehicle classification (Scheme F3)
Filter: Cls(1-13) Dir(NESW) Sp(6,99) Headway(>0) Span(0 - 328.084) Lane(0-16)

Hour	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Averages	
	17 Aug	18 Aug	19 Aug	20 Aug	21 Aug	22 Aug	23 Aug	1 - 5	1 - 7
0000-0100	*	2	5	3	10	7	9	5.0	6.0
0100-0200	*	0	3	2	3	6	6	2.0	3.3
0200-0300	*	1	2	1	3	5	4	1.8	2.7
0300-0400	*	4	3	4	3	2	6	3.5	3.7
0400-0500	*	5	5	5	6	2	4	5.3	4.5
0500-0600	*	5	10	14	4	3	3	8.3	6.5
0600-0700	*	24	18	15	16	7	7	18.3	14.5
0700-0800	*	24	26	19	21	5	5	22.5	16.7
0800-0900	*	30	28	26	30	18	19	28.5	25.2
0900-1000	41	29	32	42	33	30	25	35.4	33.1
1000-1100	27	40	37	38	38	35	40	36.0	36.4
1100-1200	39	42	43	48	44	44	45	43.2	43.6
1200-1300	53	50	56	38	43	51	41	48.0	47.4
1300-1400	41	47	51	51	52	55	46	48.4	49.0
1400-1500	55	43	58	57	43	46	56	51.2	51.1
1500-1600	72	58	72	60	67	40	47	65.8	59.4
1600-1700	70	65	80	71	69	35	65	71.0	65.0
1700-1800	73	95	78	84	49	45	60	75.8	69.1
1800-1900	62	49	46	38	49	33	58	48.8	47.9
1900-2000	39	50	49	46	61	30	40	49.0	45.0
2000-2100	36	43	29	33	39	41	26	36.0	35.3
2100-2200	28	28	29	24	31	25	22	28.0	26.7
2200-2300	20	15	9	16	13	14	16	14.6	14.7
2300-2400	7	9	12	11	14	14	3	10.6	10.0
<hr/>									
Totals									
0700-1900	*	572	607	572	538	437	507	574.6	544.0
0600-2200	*	717	732	690	685	540	602	705.8	665.5
0600-0000	*	741	753	717	712	568	621	731.0	690.2
0000-0000	*	758	781	746	741	593	653	756.8	716.9
AM Peak	*	1100	1100	1100	1100	1100	1100		
	*	42	43	48	44	44	45		
PM Peak	1700	1700	1600	1700	1600	1300	1600		
	73	95	80	84	69	55	65		

* - No data.

Weekly Vehicle Counts

WeeklyVehicle-60

Site: N 10th St.0.1SN
Description: South of Stark St <25mph>
Filter time: 9:00 Monday, August 17, 2020 => 9:21 Monday, August 24, 2020
Scheme: Vehicle classification (Scheme F3)
Filter: Cls(1-13) Dir(NESW) Sp(6,99) Headway(>0) Span(0 - 328.084) Lane(0-16)

Hour	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Averages	
	24 Aug	25 Aug	26 Aug	27 Aug	28 Aug	29 Aug	30 Aug	1 - 5	1 - 7
0000-0100	2	*	*	*	*	*	*	2.0	2.0
0100-0200	4	*	*	*	*	*	*	4.0	4.0
0200-0300	1	*	*	*	*	*	*	1.0	1.0
0300-0400	1	*	*	*	*	*	*	1.0	1.0
0400-0500	5	*	*	*	*	*	*	5.0	5.0
0500-0600	4	*	*	*	*	*	*	4.0	4.0
0600-0700	16	*	*	*	*	*	*	16.0	16.0
0700-0800	34	*	*	*	*	*	*	34.0	34.0
0800-0900	27	*	*	*	*	*	*	27.0	27.0
0900-1000	0	*	*	*	*	*	*	0.0	0.0
1000-1100	*	*	*	*	*	*	*	*	*
1100-1200	*	*	*	*	*	*	*	*	*
1200-1300	*	*	*	*	*	*	*	*	*
1300-1400	*	*	*	*	*	*	*	*	*
1400-1500	*	*	*	*	*	*	*	*	*
1500-1600	*	*	*	*	*	*	*	*	*
1600-1700	*	*	*	*	*	*	*	*	*
1700-1800	*	*	*	*	*	*	*	*	*
1800-1900	*	*	*	*	*	*	*	*	*
1900-2000	*	*	*	*	*	*	*	*	*
2000-2100	*	*	*	*	*	*	*	*	*
2100-2200	*	*	*	*	*	*	*	*	*
2200-2300	*	*	*	*	*	*	*	*	*
2300-2400	*	*	*	*	*	*	*	*	*
Totals									
0700-1900	*	*	*	*	*	*	*	*	*
0600-2200	*	*	*	*	*	*	*	*	*
0600-0000	*	*	*	*	*	*	*	*	*
0000-0000	*	*	*	*	*	*	*	*	*
AM Peak	*	*	*	*	*	*	*	*	*
PM Peak	*	*	*	*	*	*	*	*	*

* - No data.

MetroCount Traffic Executive Weekly Vehicle Counts (Virtual Week)

VirtWeeklyVehicle – Counter 2

Datasets:

Site: [N 10th St] South of Stark St <25mph>
Attribute: COW
Direction: 5 - South bound A>B, North bound B>A. **Lane:** 0
Survey Duration: 9:00 Monday, August 17, 2020 => 9:21 Monday, August 24, 2020,
Zone:
File: N 10th St 0 2020-08-24 0921.EC0 (Plus)
Identifier: CH92JE9Q MC56-L5 [MC55] (c)Microcom 19Oct04
Algorithm: Factory default axle (v5.02)
Data type: Axle sensors - Paired (Class/Speed/Count)

Profile:

Filter time: 9:00 Monday, August 17, 2020 => 9:21 Monday, August 24, 2020 (7.01502)
Included classes: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
Speed range: 6 - 99 mph.
Direction: North, East, South, West (bound), P = North, Lane = 0-16
Separation: Headway > 0 sec, Span 0 - 328.084 ft
Name: Default Profile
Scheme: Vehicle classification (Scheme F3)
Units: Non metric (ft, mi, ft/s, mph, lb, ton)
In profile: Vehicles = 5029 / 5035 (99.88%)

Weekly Vehicle Counts (Virtual Week)

VirtWeeklyVehicle – Counter 2

Site: N 10th St

Description: South of Stark St <25mph>

Filter time: 9:00 Monday, August 17, 2020 => 9:21 Monday, August 24, 2020

Scheme: Vehicle classification (Scheme F3)

Filter: Cls(1-13) Dir(NESW) Sp(6,99) Headway(>0) Span(0 - 328.084) Lane(0-16)

Hour	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Averages	
								1 - 5	1 - 7
0000-0100	2.0	2.0	5.0	3.0	10.0	7.0	9.0	4.4	5.4
0100-0200	4.0	0.0	3.0	2.0	3.0	6.0	6.0	2.4	3.4
0200-0300	1.0	1.0	2.0	1.0	3.0	5.0	4.0	1.6	2.4
0300-0400	1.0	4.0	3.0	4.0	3.0	2.0	6.0	3.0	3.3
0400-0500	5.0	5.0	5.0	5.0	6.0	2.0	4.0	5.2	4.6
0500-0600	4.0	5.0	10.0	14.0	4.0	3.0	3.0	7.4	6.1
0600-0700	16.0	24.0	18.0	15.0	16.0	7.0	7.0	17.8	14.7
0700-0800	34.0	24.0	26.0	19.0	21.0	5.0	5.0	24.8	19.1
0800-0900	27.0	30.0	28.0	26.0	30.0	18.0	19.0	28.2	25.4
0900-1000	20.5	29.0	32.0	42.0	33.0	30.0	25.0	29.5	29.0
1000-1100	27.0	40.0	37.0	38.0	38.0	35.0	40.0	36.0	36.4
1100-1200	39.0	42.0	43.0	48.0	44.0	44.0	45.0	43.2	43.6
1200-1300	53.0	50.0	56.0	38.0	43.0	51.0	41.0	48.0	47.4
1300-1400	41.0	47.0	51.0	51.0	52.0	55.0	46.0	48.4	49.0
1400-1500	55.0	43.0	58.0	57.0	43.0	46.0	56.0	51.2	51.1
1500-1600	72.0	58.0	72.0	60.0	67.0	40.0	47.0	65.8	59.4
1600-1700	70.0	65.0	80.0	71.0	69.0	35.0	65.0	71.0	65.0
1700-1800	73.0	95.0	78.0	84.0	49.0	45.0	60.0	75.8	69.1
1800-1900	62.0	49.0	46.0	38.0	49.0	33.0	58.0	48.8	47.9
1900-2000	39.0	50.0	49.0	46.0	61.0	30.0	40.0	49.0	45.0
2000-2100	36.0	43.0	29.0	33.0	39.0	41.0	26.0	36.0	35.3
2100-2200	28.0	28.0	29.0	24.0	31.0	25.0	22.0	28.0	26.7
2200-2300	20.0	15.0	9.0	16.0	13.0	14.0	16.0	14.6	14.7
2300-2400	7.0	9.0	12.0	11.0	14.0	14.0	3.0	10.6	10.0
Totals									
0700-1900	573.5	572.0	607.0	572.0	538.0	437.0	507.0	570.7	542.6
0600-2200	692.5	717.0	732.0	690.0	685.0	540.0	602.0	701.5	664.3
0600-0000	719.5	741.0	753.0	717.0	712.0	568.0	621.0	726.7	689.0
0000-0000	736.5	758.0	781.0	746.0	741.0	593.0	653.0	750.7	714.3
AM Peak	1100	1100	1100	1100	1100	1100	1100		
	39.0	42.0	43.0	48.0	44.0	44.0	45.0		
PM Peak	1700	1700	1600	1700	1600	1300	1600		
	73.0	95.0	80.0	84.0	69.0	55.0	65.0		

* - No data.

MetroCount Traffic Executive Speed Statistics by Hour

SpeedStatHour – Counter 2

Datasets:

Site: [N 10th St] South of Stark St <25mph>
Attribute: COW
Direction: 5 - South bound A>B, North bound B>A. Lane: 0
Survey Duration: 9:00 Monday, August 17, 2020 => 9:21 Monday, August 24, 2020,
Zone:
File: N 10th St 0 2020-08-24 0921.EC0 (Plus)
Identifier: CH92JE9Q MC56-L5 [MC55] (c)Microcom 19Oct04
Algorithm: Factory default axle (v5.02)
Data type: Axle sensors - Paired (Class/Speed/Count)

Profile:

Filter time: 9:00 Monday, August 17, 2020 => 9:21 Monday, August 24, 2020 (7.01502)
Included classes: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
Speed range: 6 - 99 mph.
Direction: North, East, South, West (bound), P = North, Lane = 0-16
Separation: Headway > 3 sec, Span 0 - 328.084 ft
Name: Default Profile
Scheme: Vehicle classification (Scheme F3)
Units: Non metric (ft, mi, ft/s, mph, lb, ton)
In profile: Vehicles = 4954 / 5035 (98.39%)

Speed Statistics by Hour

SpeedStatHour – Counter 2

Site: N 10th St
Description: South of Stark St <25mph>
Filter time: 9:00 Monday, August 17, 2020 => 9:21 Monday, August 24, 2020
Scheme: Vehicle classification (Scheme F3)
Filter: Cls(1-13) Dir(NESW) Sp(6,99) Headway(>3) Span(0 - 328.084) Lane(0-16)

Vehicles = 4954

Posted speed limit = 25 mph, Exceeding = 387 (7.812%), Mean Exceeding = 26.62 mph
 Maximum = 37.5 mph, Minimum = 7.2 mph, Mean = 20.3 mph
 85% Speed = 23.77 mph, 95% Speed = 25.78 mph, Median = 20.41 mph
 12 mph Pace = 15 - 27, Number in Pace = 4528 (91.40%)
 Variance = 12.56, Standard Deviation = 3.54 mph

Hour Bins (Partial days)

Time	Bin	Min	Max	Mean	Median	85%	95%	>PSL 25 mph
0000	38 0.767%	11.3	28.3	19.9	20.3	24.3	25.7	3 7.895%
0100	24 0.484%	10.3	27.6	20.6	21.0	24.3	26.9	1 4.167%
0200	17 0.343%	7.9	26.7	19.7	20.5	22.5	26.7	1 5.882%
0300	23 0.464%	15.9	28.7	19.8	19.6	22.9	27.7	1 4.348%
0400	32 0.646%	9.6	26.9	19.9	20.5	23.4	24.9	1 3.125%
0500	43 0.868%	11.1	25.4	19.8	20.2	23.6	25.1	2 4.651%
0600	101 2.039%	10.6	29.1	20.7	20.8	24.6	28.2	13 12.87%
0700	133 2.685%	10.7	27.8	20.6	20.5	23.6	25.7	10 7.519%
0800	172 3.472%	9.3	30.3	20.5	20.4	23.9	26.0	15 8.721%
0900	231 4.663%	10.3	28.6	20.1	19.9	23.4	24.8	7 3.030%
1000	253 5.107%	7.3	32.1	20.7	20.9	24.1	26.0	17 6.719%
1100	302 6.096%	7.2	30.9	20.1	20.3	23.7	25.4	21 6.954%
1200	323 6.520%	7.5	30.3	20.0	20.3	23.0	25.5	21 6.502%
1300	339 6.843%	7.5	28.3	20.4	20.5	24.1	25.8	31 9.145%
1400	355 7.166%	7.2	29.3	20.1	20.4	23.7	25.5	26 7.324%
1500	408 8.236%	9.2	36.4	20.7	20.6	24.0	26.3	41 10.05%
1600	443 8.942%	7.9	34.2	20.7	20.7	24.0	26.0	38 8.578%
1700	469 9.467%	10.1	31.7	20.4	20.5	24.1	25.9	46 9.808%
1800	329 6.641%	7.5	34.1	20.1	20.0	23.7	25.9	30 9.119%
1900	313 6.318%	7.4	27.4	19.5	19.9	23.4	25.9	21 6.709%
2000	247 4.986%	11.4	30.7	20.3	20.4	23.6	25.5	14 5.668%
2100	186 3.755%	7.7	31.3	20.2	20.3	23.4	25.7	11 5.914%
2200	103 2.079%	9.9	30.9	20.7	20.8	24.6	26.0	11 10.68%
2300	70 1.413%	8.5	37.5	20.1	19.9	23.9	26.3	5 7.143%
----	4954 100.0%	7.2	37.5	20.3	20.4	23.8	25.8	387 7.812%

Section 2B.06 STOP Sign Applications

Guidance:

- 01 *At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs (see Sections 2B.08 and 2B.09).*
- 02 *The use of STOP signs on the minor-street approaches should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:*
- A. *The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;*
 - B. *A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or*
 - C. *Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.*

Support:

- 03 The use of STOP signs at grade crossings is described in Sections 8B.04 and 8B.05.

Section 2B.07 Multi-Way Stop Applications

Support:

- 01 Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.
- 02 The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

Guidance:

- 03 *The decision to install multi-way stop control should be based on an engineering study.*
- 04 *The following criteria should be considered in the engineering study for a multi-way STOP sign installation:*
- A. *Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*
 - B. *Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*
 - C. *Minimum volumes:*
 - 1. *The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and*
 - 2. *The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but*
 - 3. *If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.*
 - D. *Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.*

Option:

- 05 Other criteria that may be considered in an engineering study include:
- A. The need to control left-turn conflicts;
 - B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
 - C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
 - D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

**ORDINANCE OF CAPITAL IMPROVEMENTS & STREET
MAINTENANCE COMMITTEE**

Authorizing the removal of stop signs on N. 1st Street at McIndoe Street and authorizing the installation of a stop sign on McIndoe Street at N. 1st Street

Committee Action: Approved 3-2

Ordinance Number:

Fiscal Impact: Minimal cost and time to remove and install stop signs

File Number: 20-1010

Date Introduced: October 13, 2020

WHEREAS, Aspirus has plans for a medical facility at McIndoe Street and N. 3rd Street; and

WHEREAS, the vacation of McIndoe Street between N. 3rd Street and N. 2nd Street has been approved by Council and will take effect on October 12, 2020; and

WHEREAS, due to the street vacation, the control of the intersection of McIndoe Street and N. 1st Street must be changed per the Manual on Uniform Traffic Control Devices; and

WHEREAS, your Capital Improvements and Street Maintenance Committee, at their October 8, 2020 meeting, recommended removing the stop signs on N. 1st Street at McIndoe Street and install a stop sign on McIndoe Street at N. 1st Street for westbound traffic.

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

Section 1. That pursuant to Section 10.01.025 of the Wausau Municipal Code the stop sign inventory maintained by the GIS department and on file in the City Clerk's office shall be amended effective October 12, 2020, as follows:

Removal of stop signs on N. 1st Street at McIndoe Street

Installation of stop sign on McIndoe Street at N. 1st Street for westbound traffic

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

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

Adopted:

Approved:

Published:

Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie M. Kremer, Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: October 8, 2020, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Larson, Neal, Wadinski; *by WebEx*: Ryan

Also Present: Lindman, Wesolowski, Nicksich, Herbst, Fitzgerald
By WebEx: Mayor Rosenberg, Alfonso, Buckner, Sippel

Discussion and possible action on stop sign placement at the intersection of North 1st Street and McIndoe Street

Given the closure that is coming on McIndoe Street to accommodate the Aspirus project, staff is recommending adjusting the stop signs at 1st Street and McIndoe Street. Nicksich noted that last month the committee recommended swapping the stop signs on 3rd Street. This is a similar change to place stop signs on McIndoe Street and remove from 1st Street. The traffic volume on 1st Street will likely be higher than on the short section of McIndoe.

Rasmussen indicated public comment was received from Kathy Volkmann of Cloverbelt Credit Union. She has concerns of taking the stop signs out on 1st Street as it may create too long of a span for people to speed. Volkmann acknowledged that the committee would likely approve this change based on standards but she requested that we keep an eye on the area. She asked that we take steps to address any future crash data or pedestrian/vehicle conflict.

Neal stated the route before closure would be a standard route for him when heading to the west side. He understands why we would do this change but is concerned with Fulton Street. He imagines those who currently use McIndoe will go one block north. He feels Fulton Street traffic volume will increase considerably. The ABC Building is at the corner and one has to inch out to look for traffic. He asked what the chances would be to take the stop signs from the McIndoe intersection and move them a block north to protect Fulton Street. Rasmussen noted that 1st and Fulton is not on the agenda but we can have staff look at and bring forward if needed.

Wadinski feels this should be tabled until a study is done on Fulton Street as it most likely will become a substitute for McIndoe Street. Rasmussen said this would match what was done at 3rd and McIndoe and place signs on the road less traveled. We can wait a month but McIndoe Street is closing next week. Neal believes there is no reason why we cannot act on this and look at Fulton Street next month. Rasmussen added that when McIndoe was proposed to be closed, traffic was encouraged to adjust to using Fulton Street. The right-of-way is wider and parking restrictions were imposed to ease travel. If Engineering feels the need to take action on 1st and Fulton, we can do that in the future.

Wesolowski explained that McIndoe Street will basically dead end into the Aspirus parking lot. It is anticipated that there will be a lot less traffic on McIndoe Street than on 1st Street.

Ryan noted that the Eye Clinic is a regional center and many from out of the area may not know their way around. We need to look at how it may affect traffic and cannot assume it is going to be all locals coming to the eye clinic. Rasmussen said this can be taken into account and we can consider making modifications going forward. If modifications are found to be needed, staff can network with the Eye Clinic on proposed changes.

Neal moved to approve changing the stop sign placement from North 1st Street to McIndoe Street as proposed. Wadinski seconded. Motion passed 3-2 with Ryan and Larson the dissenting votes.

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE	
Approving Creation and Implementation of the Wausau Poet Laureate Program	
Committee Action:	Approved 5-0
Fiscal Impact:	\$400 (\$200 per year for a two-year term)
File Number:	20-1011
Date Introduced:	October 13, 2020

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

RESOLUTION

WHEREAS, Wausau Municipal Ordinance 2.60.080 was enacted, creating the Wausau Arts Commission, for the purpose of advising the Common Council on the planning, programming, procurement, installation, operations and maintenance of public visual art projects and artworks; and

WHEREAS, one of its duties is to advise municipal efforts, through the Economic Development Committee, to engage artists and creative workers and the community in a broad range of civic initiatives; and

WHEREAS, at its September 11, 2020, meeting, it discussed a proposed Wausau Poet Laureate Program and recommends creating one for the purpose of celebrating and expanding upon poetry and literary arts in our community, in order to promote poetry as an art form, expand access to the literary arts, connect the community to poetry and promote poetry as a community voice that contributes to a sense of place; and

WHEREAS, your Wausau Arts Commission will select a three member panel which will evaluate applicant submissions according to stated criteria, and will select one Poet Laureate and one alternate, to serve a two-year term, for which the Poet Laureate will be paid \$200 per year, for sharing four (4) poems per year with the community in an official capacity and participate in the Central Wisconsin Book Festival in the fall of each year; and

WHEREAS, your Wausau Arts Commission will recommend to Council, through the Economic Development Committee, nominations for Poet Laureate and an alternate, for acceptance or rejection by the Common Council.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that a Wausau Poet Laureate Program is hereby established and shall be administered by the Wausau Arts Commission as described herein and according to the attached program guidelines.

Approved:

Katie Rosenberg, Mayor

ECONOMIC DEVELOPMENT COMMITTEE

Date and Time: Tuesday, October 6, 2020 at 5:15 p.m., Council Chambers

Committee Members Present: Tom Neal (c), Lisa Rasmussen, Sarah Watson, Becky McElhaney and Tom Kilian

Others Present: MaryAnne Groat, Anne Jacobson, Brad Lenz, Katie Rosenberg, Sean Fitzgerald, Deb Ryan, Dawn Herbst, Ann Werth and Michelle Van Krey.

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

The Economic Development Committee meeting was called to order by Neal at 5:15 p.m.

Agenda Item #6 Discussion and possible action on creation and implementation of Wausau Poet Laureate Program.

Mayor Rosenberg presented the resolution for creating and implementing a Poet Laureate program in Wausau. This program was modeled off a similar program in Tacoma, WA and will allow a panel created by the Wausau Arts Commission to accept applications and select a Poet Laureate to serve a two year term. The Poet Laureate will be paid \$200 a year for sharing four poems per year with the community.

Motion by Watson, second by Kilian to approve the resolution. Motion passed 5-0.

WAUSAU ARTS COMMISSION

Time and Date: Friday, September 11, 2020 at 1:00 p.m. in the Maple Room of Wausau City Hall
Members Present: Linda Prehn, David Hummer, Kathy Foley, Tom Fleming, Sean Wright, Sarah Watson
Members Absent: Mara Mullen-Reinhardt
Others Present: Brad Lenz

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

Welcome and Introductions

Prehn called the meeting to order at approximately 2:00 p.m. Fleming, Hummer, and Watson attended the meeting via Webex.

Discussion and Possible Action on Poet Laureate Program for Wausau

Lenz said there is a summary in the packet that outlines what the program is, and why it's a good idea. He said that the Mayor wanted to involve the Arts Commission in the selection process of the poet; a new person would be selected every two years. He said the Mayor wants to make the announcement of the program at the Central Wisconsin Book Festival in a couple of weeks; she wanted to get the committee's thoughts and possible recommendation.

Foley said it is a great idea. She said that different arts touch and come under the same umbrella. She thought the Mayor's office was a good place for this to come out of. She said that the state poet laureate has done programs at the museum and has been in the community. She also said there is an active local poetry group.

Lenz said the commitment from this group would be to act as a liaison to the Council, and for one person to be on the selection jury. Foley suggested appointing Linda Ware who served on the state poet laureate commission. Prehn agreed, and asked if anyone on the commission would like to serve on the jury, to which no one volunteered. The commission agreed that Ware would be their top choice.

Foley motioned to approve the Poet Laureate Program as presented. Prehn seconded, and the motion carried 6-0.

Wausau Poet Laureate Program

Historically, a Poet Laureate is appointed by a government to compose or recite poems for special occasions. Poet Laureates also conduct workshops and readings, activities, and events. The City wishes to pursue a Poet Laureate program in order to:

- Promote poetry as an art form
- Expand access to the literary arts
- Connect the community to poetry
- Promote poetry as a community voice that contributes to a sense of place

Purpose: To celebrate and expand upon poetry and literary arts in our community.

Authority: Policy of the Wausau Arts Commission, Wausau Economic Development Committee, and the Wausau City Council.

Policy: The Wausau Arts Commission is responsible for providing Poet Laureate recommendations to the Wausau City Council. The Wausau Arts Commission, using an inclusive jury process, will evaluate the applicants according to stated criteria.

Selection Process

- A 3-member jury, selected by the Arts Commission and composed of one Arts Commission member (or designee), one representative of the literary poetry community, and one member of the City's Community Development Staff shall be convened to review the poet laureate submissions.
- Applicants must be Wausau residents over 16 years of age.
- Submissions require a resume and samples of work, from published and self-published volumes and/or video recorded readings and performances.
- Each Poet Laureate shall serve a term of two years.
- The selected Poet Laureate will share 4 poems per year with the community in an official capacity and participate in the Central Wisconsin Book Festival in the fall of each year.
- The jury recommends to the full Arts Commission one Poet Laureate and an alternate. The Commission's recommendation will be communicated to the City Council for formal acceptance or rejection.
- For their term of service in the community, each Poet Laureate will receive a stipend of \$200 per year, \$400 total.

Selection Criteria

The jury will review each application for aesthetic quality, community involvement, and capacity for public engagement in the literary arts, all equally weighted.

Aesthetic Quality

- Do the written or recorded work samples exhibit strong aesthetic merit?
- Are the works consistently strong? Does the applicant produce poetry on a regular basis?

Community Involvement

- Does the applicant demonstrate a history of involvement and activity within the literary arts?

Potential for Engagement

- Does the proposal support the poet's ability to engage Wausau's citizens in meaningful ways to further the literary arts in our community?

Administration

- Each selected Poet Laureate will enter into an agreement with the City.
- Each Poet Laureate will manage their own schedule, be the point of contact for all programming inquiries from the public, arrange details for their programs and coordinate press releases with the City's staff.
- If a poetry reading at an official City occasion is one item on the agreed scope of work, the City reserves the right to review the proposed poem(s) beforehand (either their own or the work of another poet(s)), and accept or decline the reading. If the reading is declined, the Poet Laureate will replace the event in their schedule.
- Each Poet Laureate will help to facilitate and transition the successor Poet Laureate.
- The City reserves the right to cancel or discontinue the Poet Laureate term of service at any time, with or without cause and with or without notice to the poet or public.

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE	
Approving City's Waiver of First Right of Refusal to Repurchase property at 5801 Packer Drive from Ideal Properties of Central Wisconsin, LLC f/k/a T & L Properties of Wausau, LLC to Gore Enterprises LLC	
Committee Action:	Approved 5-0
Fiscal Impact:	None
File Number:	20-1012
Date Introduced:	October 13, 2020

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

RESOLUTION

WHEREAS, Ideal Properties of Central Wisconsin, LLC f/k/a T & L Properties of Wausau, LLC have entered into a Purchase and Sale Agreement for \$425,000 to transfer 5801 Packer Drive to Gore Enterprises LLC for continued growth and expansion; and

WHEREAS, deed restrictions on the property give the City first right of refusal to repurchase the property; and

WHEREAS, the City continues to have no said interest in repurchasing the named property; and

WHEREAS, your Economic Development Committee, at their October 6, 2020 meeting, considered the matter and wishes to decline to exercise the right to repurchase the property.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the City hereby declines to exercise its right to repurchase the property at 5801 Packer Drive in the Wausau Business Campus in order to allow the transfer of title of the property to Gore Enterprises LLC.

BE IT FURTHER RESOLVED by the Common Council of the City of Wausau that the Mayor and Clerk are hereby authorized to execute an appropriate Waiver of First Right of Refusal to Repurchase Property and execute all documents reasonably necessary to consummate the transaction contemplated by the Purchase and Sale Agreement.

Approved:

Katie Rosenberg, Mayor

ECONOMIC DEVELOPMENT COMMITTEE

Date and Time: Tuesday, October 6, 2020 at 5:15 p.m., Council Chambers

Committee Members Present: Tom Neal (c), Lisa Rasmussen, Sarah Watson, Becky McElhanev and Tom Kilian

Others Present: MaryAnne Groat, Anne Jacobson, Brad Lenz, Katie Rosenberg, Sean Fitzgerald, Deb Ryan, Dawn Herbst, Ann Werth and Michelle Van Krey.

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

The Economic Development Committee meeting was called to order by Neal at 5:15 p.m.

Agenda Item #7 Approving city's Waiver of First Right of Refusal to Repurchase property at 5801 Packer Drive from Ideal Properties of Central Wisconsin, LLC, f/k/a T & L Properties of Wausau, LLC to Gore Enterprises LLC

Fitzgerald explained that the current owner of this property is in the process of selling it and during the title work it came up that because the City previously owned the property, the City has first right of refusal on the property. This City is not interested in owning the property and supports the private sale. Rasmussen explained that this was common practice with property in the Business Campus in an effort to give the City a chance to acquire properties back if needed for further development of the campus.

Motion by Watson, second by Kilian to approve the first right of refusal. Motion passed 5-0.



O f W i s c o n s i n , I n c 5801 Packer Drive Wausau, WI. 54401

Building Sale

September 25th, 2020

To the City of Wausau, Community Development
c/o Lisa Parsch

We have an offer to purchase from Gore Enterprises LLC, c/o Joe Gore for the property located at 5801 Packer Drive, Wausau, WI 54401, in the amount of \$425,000. The continue to lease part of the building to Network Solutions of Wisconsin, Inc and intend to move into the building themselves.

This letter is to offer you the first right of refusal for the above listed property.

Please notify me as soon as possible if you intend to exercise your right to purchase.

Todd Bramschreiber

Todd Bramschreiber

Ideal Properties of Central Wisconsin, LLC.

Approved by the Wisconsin Real Estate Examining Board
10-1-15 (Optional Use Date) 1-1-16 (Mandatory Use Date)

Woldt Realty
WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704

WB-40 AMENDMENT TO OFFER TO PURCHASE

**CAUTION: Use a WB-40 Amendment if both Parties will be agreeing to modify the terms of the Offer.
Use a WB-41 Notice if a Party is giving a Notice which does not require the other Party's agreement.**

1 Buyer and Seller agree to amend the Offer dated September 11, 2020, and accepted September 12, 2020, for
2 the purchase and sale of real estate at 5801 packer drive wausau wi 54401

3 _____, Wisconsin as follows:

4 Closing date is changed from _____, _____, to _____, _____.

5 Purchase price is changed from \$ _____ to \$ _____.

6 Other: BUYER AND SELLER HAVE AGREED TO ENTER INTO THE ATTACHED LEASE AT CLOSING. THE SPACE
7 RENTED WILL BE THE CURRENT WEST SIDE SUITE, USE OF THE COMMON RESTROOMS, HALLS,
8 KITCHENETTE, AND THE STORAGE AREA OFF THE REAR ENTRY/KITCHEN SPACE.

9 _____
10 OFFER CONTINGENT UPON THE CITY OF WAUSAU WAIVING ANY RIGHTS OF FIRST REFUSAL PRIOR TO
11 CLOSING IF ANY.

12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____

28 The attached _____ is/are made part of this Amendment.
29 ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.

30 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party
31 offering the Amendment on or before September 25, 2020 (Time is of the Essence). Delivery
32 of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise provided
33 in this Amendment.

34 **NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and**
35 **delivery as provided at lines 30-33.**

36 This Amendment was drafted by BRADLEY WOLDT WOLDT COMMERCIAL REALTY LLC on 09/25/2020
37 Licensee and Firm ▲ Date ▲

38 This Amendment was presented by Jodi Spangberg on 9/25/2020
39 Licensee and Firm ▲ Date ▲
40 DocuSigned by: 9/28/2020 | 8:19 AM PDT DocuSigned by: TODD BRAMSCHREIBER Date ▲
41 (x) Joseph Gore Date ▲ (x) TODD BRAMSCHREIBER Date ▲

42 Buyer's Signature ▲ Seller's Signature ▲
43 Print name ▶ Joseph Gore Print name ▶ TODD BRAMSCHREIBER

44 DocuSigned by: 9/28/2020 | 8:12 AM PDT DocuSigned by: _____ Date ▲
45 (x) Jodi Spangberg Date ▲ (x) _____ Date ▲

46 Buyer's Signature ▲ Seller's Signature ▲
47 Print name ▶ Jodi Spangberg Print name ▶ _____

46 This Amendment was rejected _____
47 Party Initials ▲ Date ▲ Party Initials ▲ Date ▲

Todd Bramschreiber 715-571-9114

toddb@nsinetwork.com

Approved by the Wisconsin Real Estate Examining Board
03-1-12 (Optional Use Date) 07-1-12 (Mandatory Use Date)

Next Home Leading Edge
WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704
Page 1 of 9, WB-15

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON September 11, 2020 [DATE] IS ~~(AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/LISTING BROKER)~~ ~~(AGENT OF BUYER AND SELLER)~~ STRIKE THOSE NOT APPLICABLE

3 **GENERAL PROVISIONS** The Buyer, Gore Enterprises LLC
4 _____, offers to purchase the Property known as [Street Address] 5801 Packer Drive
5 _____ in the _____ City _____
6 of _____ Wausau _____, County of _____ Marathon _____, Wisconsin
7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

8 ■ PURCHASE PRICE: Four Hundred Twenty-Five Thousand
9 _____ Dollars (\$ 425,000.00).
10 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ 2,000.00 will be
11 mailed, or commercially or personally delivered within _____ 7 _____ days of acceptance to listing broker or
12 _____.

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer
15 not excluded at lines 20-22, and the following additional items: Refrigerator, Microwave, Water Machine
16 _____
17 _____

18 All personal property included in purchase price will be transferred by bill of sale or _____
19 _____

20 ■ NOT INCLUDED IN PURCHASE PRICE: Seller's and Tenant's Personal Property, Telephone System, Computers,
21 Servers
22 _____

23 CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded
24 by Seller or which are rented and will continue to be owned by the lessor.

25 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.

26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

27 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from
28 acceptance provide adequate time for both binding acceptance and performance.

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
30 September 14, 2020 _____ . Seller may keep the Property on the market and accept

31 secondary offers after binding acceptance of this Offer.

32 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

37 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.

38 Seller's recipient for delivery (optional): Jodi Spangberg
39 Buyer's recipient for delivery (optional): Brad Woldt

40 (2) **Fax**: fax transmission of the document or written notice to the following telephone number:
41 Seller: (_____) _____ Buyer: (_____) _____

42 (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 line 47 or 48.

45 (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
47 Delivery address for Seller: _____
48 Delivery address for Buyer: _____

49 (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): bradleywoldt@aol.com

54 E-Mail address for Buyer (optional): jodi@nexthomele.com

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
56 to, or Actual Receipt by, all Buyers or Sellers.

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated September 10, 2020
59 and Real Estate Condition Report, if applicable, dated September 10, 2020, which was/were received by Buyer prior to Buyer
60 signing this Offer and which is/are made a part of this offer by reference COMPLETE DATES OR STRIKE AS APPLICABLE and
61 _____

62 INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).

63 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §**
64 **709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real**
65 **estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied**
66 **the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.**

67 **CLOSING** This transaction is to be closed no later than October 23, 2020
68 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and _____
71 _____

72 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

74 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

75 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

77 Current assessment times current mill rate (current means as of the date of closing)

78 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
79 known, multiplied by current mill rate (current means as of the date of closing)

80

81 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially**
82 **different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling**
83 **or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.**

84 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for
85 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
86 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
87 bill. Buyer and Seller agree that is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
88 estate brokers in this transaction.

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115
90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)
94 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any,
95 are _____

96 _____ . Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

97 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within
98 _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security
99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL WEATHERIZATION** This transaction (is) (is not) STRIKE ONE exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.
101 Code Ch. SPS 367). If not exempt, (Buyer) (Seller) STRIKE ONE ("Buyer" if neither is stricken) shall be responsible for compliance, including all
102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at
103 closing.

104 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of
105 closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: _____

106 _____ . If "Time
107 is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence"
108 does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** **Buyers/Principles are licensed real estate agents in the State of**
110 **Wisconsin with NextHome Leading Edge.**

111 _____
112 _____
113 _____
114 _____
115 _____

116 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

117 _____
118 _____ [insert proposed use and type and size of building, if applicable; e.g.
119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

123 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at
124 (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly
126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

127 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense,
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:
130 _____

131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
132 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

133 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's)
134 **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

135 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken)
136 expense, a rezoning; conditional use permit; license; variance; building permit; occupancy permit; other _____
137 _____ **CHECK ALL THAT APPLY**, for the Property for its proposed use described

138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
139 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

140 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller providing" if neither is
141 stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not
142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of
143 acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
145 the Property, the location of improvements, if any, and: _____

146 _____ **STRIKE AND COMPLETE AS APPLICABLE** Additional map features
147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

150 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map
151 when setting the deadline.**

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
156 void.

157 **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within
158 10 days of acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

159 Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.

160 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
161 representations made prior to and in this Offer.

162 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
163 of all liens, other than liens to be released prior to or at closing.

164 Rent roll.

165 Other 12 months receipts of gas/electric, cleaning, lawn/snow care

166 _____
167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site
168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and
169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment
170 notices.

171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals
173 and any reproductions) to Seller if this Offer is terminated.

174 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within 10 days of the earlier of
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

179 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice
180 physically in the Party's possession, regardless of the method of delivery.

181 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- 183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- 184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including
185 but not limited to gasoline and heating oil.
- 186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water
187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- 188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,
190 nonconforming structures or uses, conservation easements, rights-of-way.
- 191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose
192 assessments against the real property located within the district.
- 193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
194 or the present use of the Property.
- 195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county
201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland
202 conditions and which is enforceable by the county.
- 203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared
204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.
- 205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- 206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or
207 archeological artifacts on the Property.
- 208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment
209 of a use-value conversion charge has been deferred.
- 210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation
211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable
212 program.
- 213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- 214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
- 215 v. Other Defects affecting the Property.

216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the
219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
222 midnight of that day.

223 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair
224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
225 the expected normal life of the premises.

226 **(Definitions Continued on page 6)**

227 **IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.**

228 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written Commercial
229 [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within 30 days of acceptance of this
230 Offer. The financing selected shall be in an amount of not less than \$ 344,000.00 for a term of not less than 5 years,
231 amortized over not less than 20 years. Initial monthly payments of principal and interest shall not exceed \$ 1,883.00. Monthly
232 payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
233 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount
234 not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall
235 be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to
236 maintain the term and amortization stated above.

237 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.**

238 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
239 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed 2.850 %. The initial interest rate shall be
240 fixed for 60 months, at which time the interest rate may be increased not more than 1.000 % per year. The maximum
241 interest rate during the mortgage term shall not exceed 5.000 %. Monthly payments of principal and interest may be adjusted to
242 reflect interest changes

243 **If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286**
244 **or in an addendum attached per line 479.**

245 **NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that**
246 **purpose.**

247 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to
248 provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to
249 Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. **Buyer and Seller agree that**
250 **delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if,**
251 **after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**
252 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

253 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER,**
254 **BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S**
255 **AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

256 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this Offer if Seller delivers
257 a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

258 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
259 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of
260 lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days
261 to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain
262 in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer
263 authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

264 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in control of Buyer's
265 funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written
266 verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage
267 financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for
268 purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this
269 Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

270 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense
271 by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an
272 appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless
273 Buyer, within 30 days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not
274 equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

275 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide**
276 **adequate time for performance.**

277 **ADDITIONAL PROVISIONS/CONTINGENCIES**
278 Offer contingent on Seller's commitment and signing of new lease within 14 days of acceptance for
279 no less than the following terms: 2300 sq.ft, 3 years, lease to be \$2000.00/mo, all inclusive.
280 Lease terms and rate contingent on Buyers receipt and review of electrical receipts for previous
281 12 months due to potential high electric use from servers, computers, etc. Seller/future tenant
282 to have use of all current office desks, chairs, tables, partitions as required.

283 _____
284 _____
285 _____
286 _____

DEFINITIONS CONTINUED FROM PAGE 4

287 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)
288 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
289 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
290 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
291 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if
292 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
293 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
294 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
295 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
296 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
297 and state and federal guidelines, as applicable.

299 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater**
300 **or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site**
301 **Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or**
302 **other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.**

303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

311 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.**

312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

313 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's
314 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate
315 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide
316 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,
317 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

EARNEST MONEY

319 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property
320 is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

321 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an**
322 **attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

323 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from
324 payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be
325 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written
326 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after
327 the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not
328 represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order;
329 or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader
330 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to
331 disbursement.

332 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
333 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker
334 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit
335 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
336 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting
337 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good
338 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations
339 concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

340 **TITLE EVIDENCE**

341 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if
 342 Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and
 343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility
 344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed
 345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
 346

347 _____
 348 _____ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
 349 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

350 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain**
 351 **improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use**
 352 **other than the current use.**

353 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a
 354 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.
 355 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

356 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE ONE** ("Seller's" if
 357 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
 358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
 359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
 360 closing (see lines 365-371).

361 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
 362 commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the
 363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which
 364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

365 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
 366 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
 367 reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver
 368 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said
 369 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does
 370 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable
 371 for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

372 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date of this
 373 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

374 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current**
 375 **services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees**
 376 **for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,**
 377 **sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street**
 378 **lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

379 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
 380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense **STRIKE ONE**
 381 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also
 382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the
 383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of
 384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer
 385 had actual knowledge or written notice before signing the Offer.

386 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
 387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site
 388 Assessment report to which Buyer objects (Notice of Defects).

389 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

390 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
 391 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
 392 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
 393 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
 394 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written
 395 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

396 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
397 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal
398 remedies.

399 If **Buyer defaults**, Seller may:

- 400 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 401 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

402 If **Seller defaults**, Buyer may:

- 403 (1) sue for specific performance; or
- 404 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

405 In addition, the Parties may seek any other remedies available in law or equity.

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

409 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
410 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE**
411 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE**
412 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

413 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
414 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties
415 to this Offer and their successors in interest.

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
418 verified by survey or other means.

419 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's**
420 **decision to purchase.**

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer
422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for
423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed
424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of
426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property
427 is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to
428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and
429 restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at
430 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating
431 to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,
432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sold purpose of restoring the
433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at
436 (608) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An
438 "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for
439 leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as
440 the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these
441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon
442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except
443 as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

444 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to**
445 **determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the**
446 **contingency.**

447 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed
448 to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections
449 or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

450 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of _____
453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

457 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up**
458 **inspection(s).**

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

461 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).

464 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

465 ■ **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____
475 _____

476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**
477 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be
478 null and void.

479 **ADDENDA:** The attached RECR, Bill of Sale is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] Jodi Spangberg - NextHome Leading Edge
481 _____ on 09/11/2020

482 Buyer Entity Name (if any): Gore Enterprises LLC

483 (X) Joseph Gore DocuSigned by: Joseph Gore 09/11/2020
484 Buyer's/Authorized Signature Print Name Joseph Gore Date ▲

485 (X) Jodi Spangberg DocuSigned by: Jodi Spangberg 09/11/2020
486 Buyer's/Authorized Signature Print Name Jodi Spangberg Date ▲

487 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

488 _____ Broker (By) _____

489 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**
490 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**
491 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

492 Seller Entity Name (if any): Todd Bramschreiber

493 (X) Todd Bramschreiber DocuSigned by: Todd Bramschreiber 09/11/2020
494 Seller's/Authorized Signature Print Name Todd Bramschreiber Date ▲

495 (X) _____
496 Seller's/Authorized Signature Print Name brad woltdt Date ▲

497 This Offer was presented to Seller by [Licensee and Firm] WOLDT COMMERCIAL REALTY LLC
498 _____ on 9/11/2020 at 930 pm a.m./p.m.

499 This Offer is rejected _____ This Offer is countered [See attached counter] _____
500 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Approved by the Wisconsin Real Estate Examining Board
10-1-15 (Optional Use Date) 1-1-16 (Mandatory Use Date)

Woldt Realty
WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704

WB-40 AMENDMENT TO OFFER TO PURCHASE

**CAUTION: Use a WB-40 Amendment if both Parties will be agreeing to modify the terms of the Offer.
Use a WB-41 Notice if a Party is giving a Notice which does not require the other Party's agreement.**

1 Buyer and Seller agree to amend the Offer dated September 11, 2020, and accepted September 12, 2020, for
2 the purchase and sale of real estate at 5801 packer drive wausau wi 54401

3 _____, Wisconsin as follows:

4 Closing date is changed from _____, _____, to _____.

5 Purchase price is changed from \$ _____ to \$ _____.

6 Other: _____

7 earnest money to be held at title company of sellers choice.

8 water machine is not included in the offer.

9 _____
10 _____
11 _____
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____

28 The attached _____ is/are made part of this Amendment.

29 ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.

30 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party
31 offering the Amendment on or before September 14, 2020 (Time is of the Essence). Delivery
32 of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise provided
33 in this Amendment.

34 **NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and**
35 **delivery as provided at lines 30-33.**

36 This Amendment was drafted by BRADLEY WOLDT WOLDT COMMERCIAL REALTY LLC on 09/12/2020
37 Licensee and Firm ▲ Jodi Spangberg Date ▲

38 This Amendment was presented by NextHome Leading Edge on 9/12/2020

39 DocuSigned by: Licensee and Firm ▲ DocuSigned by: Date ▲
40 (x) Joseph Gore 9/14/2020 | 9:14 AM PDT (x) TODD BRAMSCHEIBER 9/12/2020

41 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲

42 Print name ▶ Print name ▶ TODD BRAMSCHEIBER

43 (x) Jodi Spangberg 9/14/2020 | 8:51 AM PDT (x) _____ 9/12/2020

44 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲

45 Print name ▶ Jodi Spangberg Print name ▶

46 This Amendment was rejected _____

47 Party Initials ▲ Date ▲ Party Initials ▲ Date ▲

WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704

Woldt Realty
Page 1 of 5

SELLER DISCLOSURE REPORT - COMMERCIAL

THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT 5801 PACKER DRIVE IN THE _____

CITY (CITY) (VILLAGE) (TOWN) OF WAUSAU, COUNTY OF _____
MARATHON STATE OF WISCONSIN. THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT
PROPERTY AS OF September (MONTH) 10 (DAY) 2020 (YEAR).

When listing a property Wis. Admin. Code § REEB 24.07(1)(b) requires licensees to inspect the property and to "make inquiries of the seller on the condition of the structure, mechanical systems and other relevant aspects of the property. The licensee shall request that the seller provide a written response to the licensee's inquiry." This Seller Disclosure Report is a tool designed to help the licensee fulfill this license law duty.

This is not a warranty of any kind by the owner or any agents representing any party in this transaction and is not a substitute for any inspections, testing or warranties that the parties may wish to obtain. This is not a disclosure report required by Wis. Stat. Ch. 709 and the owner is voluntarily providing this information.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

- A1. In this form, "aware" means the "owner(s)" have notice or knowledge.
- A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.
- A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property.
- A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide an explanation of the reason why the response to the question is "yes" in the area provided following each group of questions.
- A5. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

B. STRUCTURAL AND MECHANICAL

	YES	NO	N/A
B1. Are you aware of defects in the roof?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B2. Are you aware of defects in the electrical system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B3. Are you aware of defects in part of the plumbing system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B4. Are you aware of defects in the heating and air conditioning system (including the air filters and humidifiers), fire safety, security or lighting?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B5. Are you aware of defects in the basement or foundation (including cracks, seepage, and bulges)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B6. Are you aware of defects in any structure or structural components on the property (including walls)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B7. Are you aware of defects in mechanical equipment included in the sale either as fixtures or personal property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B8. Are you aware of rented items located on the property or items affixed to or closely associated with the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B9. Explanation of "yes" responses <u>Roof is over 30 years old.</u>			

C. ENVIRONMENTAL

- | | YES | NO | N/A |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|--------------------------|
| C1. Are you aware of the presence of unsafe levels of mold? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in paint, lead in soil, pesticides, or other potentially hazardous or toxic substances on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C3. Are you aware of the presence of asbestos or asbestos-containing materials on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C4. Are you aware of the presence of or a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C5. Are you aware of current or previous termite, powder post beetle, or carpenter ant infestations or defects caused by animal, reptile, or insect infestations? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C6. Are you aware of water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C7. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C8. Are you aware of governmental investigation or private assessment/audit (of environmental matters) ever being conducted? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C9. Explanation of "yes" responses _____ | | | |

D. STORAGE TANKS

- | | YES | NO | N/A |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|--------------------------|
| D1. Are you aware of underground or aboveground fuel storage tanks on or previously located on the property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D2. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D3. Explanation of "yes" responses _____ | | | |

E. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

- | | YES | NO | N/A |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|--------------------------|
| E1. Have you received notice of property tax increases, other than normal annual increases, or are you aware of a pending property reassessment? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E2. Are you aware that remodeling was done that may increase the property's assessed value? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E3. Are you aware of pending special assessments? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E4. Are you aware that the property is located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E5. Are you aware of any proposed construction of a public project that may affect the use of the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E6. Are you aware of any remodeling, replacements, or repairs affecting the property's structure or mechanical systems that were done or additions to this property that were made during your period of ownership without the required permits? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E7. Are you aware of any land division involving the property for which a required state or local permit was not obtained? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E8. Explanation of "yes" responses _____ | | | |

F. LAND USE

- | | YES | NO | N/A |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|--------------------------|
| F1. Are you aware of any zoning code violations with respect to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F2. Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area, or of flooding, drainage problems, standing water or other water problems affecting the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F3. Are you aware of nonconforming uses of the property or nonconforming structures on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F4. Are you aware of conservation easements on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F5. Are you aware of restrictive covenants or deed restrictions on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F6. Are you aware of nonowners having rights to use part of the property, including, but not limited to, rights-of-way and easements other than recorded utility easements? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

- | | YES | NO | N/A |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|--------------------------|
| F7. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F8. <u>Use Value.</u> | | | |
| a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2)) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4)) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F9. Is all or part of the property subject to or in violation of a farmland preservation agreement? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F10. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F11. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F12. Are you aware of boundary or lot line disputes, encroachments, or encumbrances affecting the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F13. Are you aware there is not legal access to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F14. Are you aware of federal, state, or local regulations requiring repairs, alterations, or corrections of an existing condition? This may include items such as orders to correct building code violations. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F15. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F16. Are you aware of one or more burial sites or archeological artifacts on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information). | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F17. Explanation of "yes" responses _____ | | | |

G. ADDITIONAL INFORMATION

- | | YES | NO | N/A |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|--------------------------|
| G1. Are you aware of a structure on the property that is designated as a historic building or that all or any part of the property is in a historic district? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G2. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G3. Are you aware of defects in a well on the property or in a well that serves the property, including unsafe well water? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G4. Are you aware of a joint well serving the property including any defect related to a joint well serving the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G5. Are you aware that a septic system or other private sanitary disposal system serves the property including defects in the septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G6. Are you aware of an "LP" tank on the property, including defects? (If "yes," specify in the additional information space whether the owner of the property either owns or leases the tank.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G7. Are you aware of material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G8. Are you aware of nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G9. Are you aware of any shared usages such as shared fences, walls, driveways, or signage, or any defect relating to the shared use? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G10. Are you aware of leased parking? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G11. Are you aware of other defects affecting the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G12. The owner has owned the property for _____ years. | | | |
| G13. Explanation of "yes" responses _____ | | | |

Note: Any sales contract provision requiring inspection of a residential dumbwaiter or elevator must be performed by a state-licensed elevator inspector.

OWNER'S CERTIFICATION

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Entity Name (if any): _____

Name & Title of Authorized Representative Signing for Entity: _____

Authorized Signature for Entity: _____ Date _____

Owner DocuSigned by: TODD BRAMSCHEIBER Date 9/10/2020
-378A3721FC54409-

Owner _____ Date _____

Owner _____ Date _____

Owner _____ Date _____

Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____

Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Entity Name (if any): Gore Enterprises LLC

Name & Title of Authorized Representative Signing for Entity: Joseph Gore Owner

Authorized Signature for Entity: Joseph Gore Date 9/11/2020 | 3:35 PM PD
-552D3F22748D447...

Prospective buyer _____ Date _____

**WAIVER OF FIRST RIGHT OF REFUSAL
TO REPURCHASE PROPERTY**

Document Number

The undersigned hereby waives its first right of refusal to purchase the property located at 5801 Packer Drive, Wausau, Marathon County, Wisconsin, as set forth in the Restrictions: (i) recorded as Schedule "A" with the Warranty Deed from City of Wausau to Hartwig Realty Co., dated June 14, 1974 and recorded in the office of the Register of Deeds for Marathon County, Wisconsin, on July 26, 1974, in Micro-Record 192 on page 103, as Document No. 671157, all of said property more particularly described as follows:

See Exhibit A

Ideal Properties of Central Wisconsin, LLC f/k/a T & L Properties of Wausau, LLC has received an offer to purchase the Property from Gore Enterprises LLC, a summary of which offer has been provided to the City of Wausau, and intends to transfer title to the Property to Gore Enterprises LLC or its assignee(s) (the "Transfer").

Recording Area

Name and Return Address:

PIN: 291.2907.322.0957

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City of Wausau, Wisconsin, hereby waives any right to exercise its option to repurchase the Property with respect to or as a result of this Transfer, consents to the Transfer. The City of Wausau, Wisconsin, hereby states that to the best of its knowledge there are presently no conditions related to the Property that violate any deed restriction in the Warranty Deed.

Dated this _____ day of October, 2020.

CITY OF WAUSAU

ATTEST:

By: _____
Katie Rosenberg, Mayor

By: _____
Leslie M. Kremer, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of October, 2020, Katie Rosenberg, Mayor and Leslie M. Kremer, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____, Notary Public
Marathon County, Wisconsin

My Commission _____.

This instrument was drafted by Anne L. Jacobson, City Attorney 407 Grant Street Wausau, Wisconsin 54403

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Parcel two (2) of Certified Survey Map No. 9377 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 37 of Certified Survey Maps on page 200, as Document No. 1089133; being part of the Southwest quarter (SW 1/4) of the Northwest quarter (NW 1/4) of Section thirty-two (32), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin.

DRAFT

RESOLUTION OF THE PLAN COMMISSION

Amending the General Development Plan and Specific Implementation Plan at 1404, 1406 & 1412 Grand Avenue and 105, 107 & 111 Sturgeon Eddy Road to allow for three multi-plex residential buildings, in a PUD, Planned Unit Development Zoning District.

Committee Action: Approved 6-0

Fiscal Impact: None.

File Number: 20-1009

Date Introduced: October 13, 2020

WHEREAS, on August 18, 2020, the Plan Commission held a public hearing and met again on September 15, 2020 to consider a request to amend the general development plan and specific implementation plan at 1404, 1406 & 1412 Grand Avenue and 105, 107 & 111 Sturgeon Eddy Road to allow for three multi-plex residential buildings; and

WHEREAS, the surrounding land uses are predominately single-family and two-family dwellings, with a large multi-family structure immediately adjacent to the north and a commercial office building to the northwest; and

WHEREAS, the applicant is proposing to build three multi-family apartment structures to replace the three existing multi-family structures on lot 1 as phase 1 of the development; and

WHEREAS, the existing structure on lot 2 is proposed to be renovated as phase II with a reconfiguration of the parking area to add landscaping and maintain an existing easement; and

WHEREAS, the three new buildings on lot 1 would have 25 units and the renovated building on lot 2 would have four units and 45 total parking spaces, and

WHEREAS, the Plan Commission has found that the proposal is consistent with the City of Wausau Comprehensive Plan, now therefore

BE IT RESOLVED that the Common Council of the City of Wausau hereby amends the general development plan and specific implementation plan at 1404, 1406 & 1412 Grand Avenue and 105, 107 & 111 Sturgeon Eddy Road to allow for three multi-plex residential buildings, in a PUD, Planned Unit Development Zoning District, as presented.

Approved:

Katie Rosenberg, Mayor

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, August 18, 2020, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Patrick Peckham, Tom Neal, Bruce Bohlken, Andrew Brueggeman

Others Present: Brad Lenz, Brad Sippel, William Hebert, David DeSantis, Melissa Engen, Jennifer Blair, Mary Ann Gullihur, Steven Gullihur, Sally Kitzrow, Jerry Koble

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

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

PUBLIC HEARING: Discussion and possible action on amending the general development plan and specific implementation plan at 1404, 1406 & 1412 Grand Avenue and 105, 107 & 111 Sturgeon Eddy Road to allow for three multi-plex residential buildings, in a PUD, Planned Unit Development.

Jennifer Blair, Scherrer Construction, said that there are currently three buildings with 15 units. The buildings are in disrepair and the property owner would like to raze the buildings and rebuild with multi-unit buildings. An unexpected twist occurred when the property owner at 1414 Grand Avenue offered to sell the property. The premise will be the same, but it will open it up more. There will still be ample units and space. The original plan was to develop this for 29 units; the plan has now increased to 32 units. With the additional units, it will meet the city requirements. There will be 56 total parking spaces. The footprint will be similar to the proposed, but will have height variations and will not appear to be so boxy.

Mary Ann Gullihur, 316 Ruder Street, said that she is representing the southeast side neighborhood group. The leadership team of the group is excited about the proposal. Gullihur said that she has been a resident of the area just over two years. The group has been looking for ways to make Grand Avenue grand again. There are some concerns about the proposal. This corner is very significant on the main thoroughfare in the city and marks the boundary of the neighborhood. Gullihur said that her first impression of the property was not good as there was trash on the property and overflowing trash bins. There is always overgrown grass and no maintenance done. Gullihur asked what the plan for the maintenance would be and if a manager would be on site. Gullihur said that there isn't anyone currently taking care of the property. Gullihur asked who will be cleaning up the property after a tenant moves out. Gullihur said that she is currently working for the census bureau and has walked the area and has been so disgusted with what is seen on the inside and outside. Gullihur asked why the city has not taken action to get the property cleaned up. All of the property owners want to keep the property values stable or to rise. The buildings are lovely, but compact. Gullihur asked where the snow will go.

Steve Gullihur, 316 Ruder Street, said that he has concerns for parking. There is a serious parking issue and additional parking will be needed. Sturgeon Eddy Road or Miller Avenue cannot be used for parking. Gullihur said that the tenants would use the parking lots at Advantage Insurance and Sturgeon Eddy Bluffs. Gullihur said that if the rents would be at market rate, there will be couples with two vehicles for the one bedroom. Gullihur asked where the tenants would park in the winter.

Sally Kitzrow, 128 Miller Avenue, said that she has lived in the neighborhood for sixty years and on Miller Avenue for forty years. The neighborhood used to be safe and quiet, but now there's garbage thrown out of windows and the tenants do not take care of the yard. There is always a risk of getting rear-ended when traveling north on Grand Avenue while trying to turn onto Miller Avenue. This was always a desired neighborhood. It is quiet and safe for families; it is not for apartment buildings. The tenants do not respect the people that live in the neighborhood. The additional units will add to the congestion and the building height will detract from the neighborhood. The property owner has not taken care of the

property. The additional units will not create a safe walking environment for those at Sturgeon Bluffs.

Mayor Rosenberg closed the public hearing.

Neal motioned to amend the general development plan at 1404, 1406 & 1412 Grand Avenue and 105, 107 & 111 Sturgeon Eddy Road to allow for three multi-plex residential buildings, in a PUD, Planned Unit Development. Bohlken seconded.

Neal said that he lives on Hamilton Street near East High Apartments and would imagine that there were the same concerns when the high school was converted to apartments. The complex has proven to be a good neighbor. The current issue could be a management issue. The Inspections Department or Police Department can be contacted for any issues. The existing facility is run down and this could aesthetically be a good replacement. The balconies break up the wall, but it looks institutional from Grand Avenue. Balconies give a feeling of being lived in. The parking and storage areas could be addressed with the new purchase.

Peckham said that he is concerned about the parking issues and is pleased that 1414 Grand Avenue will be acquired, which will help with parking. Peckham said that the maintenance issue cannot factor in, but the commission could look at the parking and density. Peckham said that it seems like they are packing the tenants in. Peckham asked what it will bring to the neighborhood and the rental cost.

Jerry Koble said that the rents will be \$700-\$800 for a one bedroom and \$800-\$1000 for a two bedroom. It has been found that cheaper rents create more problems. The current buildings are 120 years old. Koble said that he is not able to address the vehicle issues.

Sippel said that this item will only be for the approval of the general development plan. They will need to come back to add the neighboring property into the district.

Blair added that they have been back and forth with staff and are looking to make modifications to the exterior. There will now be a mix of two and three story buildings. Neal asked where the venting will be placed. Blair answered that the venting will be to the interior so it is not visible to the street side. Blair added that they will be taking the comments into consideration when finalizing the plans. Neal asked what type of material the exterior of the building will be. Blair said that vinyl siding with a mix of textures will be used.

Lenz said that there is a dumpster enclosure shown on the plans and asked if commercial dumpsters will be provided. Blair confirmed this.

Peckham asked about the size of units shown on the staff report of 3,630 square feet. Sippel answered that it refers to the density. The zoning district of MRL-12 was initially used for recommendations since that was the district that fit best with the lot size. With the addition of the new lot, MRM-20 zoning will be used for recommendations.

Lindman asked how the tenants will be prevented from using the area that is for emergency vehicles. Blair said that grass pavers will be installed that will be appropriate for the vehicles, but will not be a visible parking area for tenants. There will also be a sign up to mark the fire lane.

Neal asked if the committee is allowed to vote on the item since the acquisition of 1414 Grand Avenue has changed the plans. Lenz confirmed, but said it will need to come back either way to add the other property.

The motion carried 5-1. Peckham voted against the item.

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, September 15, 2020, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Patrick Peckham, Tom Neal, Bruce Bohlken, Andrew Brueggeman

Others Present: Brad Lenz, Brad Sippel, William Hebert, David DeSantis, Melissa Engen, Jennifer Blair, Steven Gullihur, Nick Brock, Mary Ann Gullihur, Shellie Kitzrow, Claire Brooks, Kevin Malovrh, Ben Bliven

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

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

Discussion and possible action on amending the specific implementation plan at 1404, 1406 & 1412 Grand Avenue and 105, 107 & 111 Sturgeon Eddy Road to allow for three multi-plex residential buildings, in a PUD, Planned Unit Development.

Sippel said that the commission reviewed the general development plan for this project. From feedback from the commission and neighbors, some changes were made. The number of units was reduced from 29 to 25. The density has been reduced and now satisfies the parking ratio. The two street-facing buildings will have a three-story section in the middle, but the ends have been reduced to a two-story section. The porches will be larger. On social media, there have been discussions about in and out access. A fence will be placed along the house.

Steven Gullihur, 316 Ruder Street, said that the neighboring property has a right to protect their property. Lenz said that the alley is staying the same and that entrance may only serve the back units.

Peckham said that he stood in the driveway with occupants and said that he sees the concern. This is a four-generation family home and this is too much. The accommodations need to be made. Peckham said that he walked behind the newer unit and it is obvious that it has not been mowed since June. There are also dead branches, a charcoal grill and very tall weeds in the area. There needs to be a serious change to the plan. Peckham said that he hopes the maintenance and upkeep of the building is addressed. Mayor Rosenberg said that the Inspections Department would be able to address those types of issues. Peckham said that he had brought the recycling issue up, but it was not remedied. Hebert said that staff are not able to go onto the property and can only view it from the public area. Lenz said that the only change to that site from a zoning perspective is the building will be renovated. Peckham said that he is rethinking the approval because of the previous issues. Peckham said that he would like to see communication between Kronenwetter and Scherrer.

Neal said that the alley will only be for the back apartment and that improvements will be made to the property. Neal said that he appreciates the changes. The property owner has unacceptable management practices. It is not acceptable that the trash receptacles are not policed. Nick Broch, Koble Investments, said that they have been removing numerous items on a weekly basis and anticipate better trash management from the owner and future tenants. Jennifer Blair, Scherrer Construction, said that the new plan is for the storage of trash receptacles inside the building and outside of public sight.

Mary Ann Gullihur, 316 Ruder Street, asked why the maintenance of the property has not been addressed. Hebert said that the recycling was addressed at the time it was brought up. It is obvious that tenants are moving out and the buildings are being demolished so that is taken into consideration. Gullihur said that the grass is shoulder high and this should have been addressed. Hebert answered that he was just informed of this minutes before the meeting. Gullihur said that the lack of maintenance is very visible.

Shellie Kitzrow, 128 Miller Avenue, said that a main concern is the alley. Kitzrow said that the number

of units does not add up. In the staff report, it is stated that it was reduced from 29 to 25. Peckham said that he had to read that over to understand it and said that there will be two buildings of eight units each and one building of nine units. Kitzrow asked if the stop lights will be considered and that if you are trying to use the alley, you cannot get in or get out. There is not an elevator in the plans for the elderly and there is not a play area for children. Kitzrow asked if there will be a fence installed to give the neighbors privacy since the occupants have dumped garbage from the windows onto the yards. Peckham said that when he was on the site earlier in the day, he had found one plate and a plastic water bottle.

Sippel said that the plan had access of the alley and there have been discussions since then and there will be a second access point. The current plan meets the parking requirement. The current plan does show a 6' solid fence on the south portion of the property, but does show fencing near the building that will be remodeled. Neal said that there is a gap near the existing alley. Sippel said that will remain for a turning radius for emergency vehicles. Blair said that the turning radius is required by the Fire Department. The largest vehicle will need to be able to maneuver and the gap would allow the vehicle to exit onto Sturgeon Eddy Road. Neal said that there isn't a clear view of the neighboring property and asked if there is potential to vacate the alley. Lenz said that the surveyor would need to give input on that to see where the land would go. Blair added that there is an additional easement to 1414 Grand Avenue and they did not seem receptive about this.

Peckham asked who would be responsible for snow removal. Broch said that he has been plowing the alley area for the last several years and had assumed it belonged to Koble Investments. The alley gives access to residents. Lenz said that the city does not generally plow alley areas. The commission discussed options for entering and exiting the property. Lindman said that there would not be any timing changes to the stoplights.

Steven Gullihur, 316 Ruder Street, said that one-way driveways would make for a better traffic flow for the property. Lindman said that they are open to look at any ideas. Gullihur asked if the tall grass issue could be looked into. Hebert said that he would be glad to look into it, but would not be able to walk onto the private property. Gullihur asked if there was an agreement with the property owner, if city staff could go onto the property. Hebert confirmed this and added that there is a registration requirement for all properties that are rentals, and most of the complaints in the city are initiated by the inspectors.

Claire Brooks, 120 Miller Avenue, said that she lives south of the building that is to be renovated and asked what will happen when the parking ratio is surpassed. Brooks said that currently there are 2-5 vehicles that park on Miller Avenue and she is concerned about the snow and garbage removal. Brooks said that there currently is a fence that needs to be maintained.

Neal said that he is happy to see the comments are being addressed and there is the willingness to change the plans. Neal added that he is not sure if this item should be voted on and said that the traffic flow should be looked into so that the neighbor is not burdened. Neal said that he is not comfortable with the plan, but does like it.

Lenz said that since this property is zoned as Planned Unit Development, the city has control over the site plan. The commission could ask the designer to change the plans before the city council reviews them. Neal said that it would be better to deal with any issues at this committee instead of council. Lenz said that the developer has been responsive and it could be sent to council with verbal conditions. Lindman added that they will need to show feasibility of the traffic flow.

Peckham motioned to amend the specific implementation plan at 1404, 1406 & 1412 Grand Avenue and 105, 107 & 111 Sturgeon Eddy Road to allow for three multi-plex residential buildings, in a PUD, Planned Unit Development with the condition that the developer meet with the adjoining property owner to discuss access issues. Neal seconded.

Brueggeman said that these options will make for a better plan. Peckham said that he will want to see a workable agreement for both property owners.

Kevin Malovrh said that he owns the property at 110 Miller Avenue and 1500 Grand Avenue and said that he agrees with Neal and added that during the winter a third of the parking spaces will be lost for snow. Malovrh added that people zip through his parking lot at 1500 Grand Avenue.

The motion carried unanimously 6-0. This item will go to Common Council on October 13, 2020.



Memorandum

From: Brad Sippel, AICP
715-261-6686
Bradley.sippel@ci.wausau.wi.us

To: City of Wausau Common Council

Date: October 7, 2020

Subject: 105-111 Sturgeon Eddy Road; 1404-1412 Grand Avenue General Development Plan and Specific Implementation Plan Amendment

Summary of Request

The applicant is proposing to build three multi-family apartment structures to replace the three existing multi-family structures 105-111 Sturgeon Eddy Road and 1404 Grand Avenue (Lot 1) and renovate an existing structure at 1412 Grand Avenue (Lot 2). The renovation of Lot 2 would also reconfigure the parking area to add landscaping and maintain an existing easement to 1414 Grand Avenue. The existing and proposed PUD zoning applies to both Lot 1 and Lot 2. As proposed, the number of units across the two sites would be 29, with 25 units on Lot 1 and four units on Lot 2. The proposal would be replacing 15 units on the two sites. The larger 0.73 acre parcel is at the southwest corner of Sturgeon Eddy Road and Grand Avenue and had three multi-family buildings with a total of nine units. The smaller 0.4 acre parcel has a single multi-family building on it with six units.

The proposal adheres to most of the bulk and area requirements of the MRL-12 zoning district, which is the smallest-scale multi-family district in the City of Wausau's zoning code, and has a similar area requirements to the surrounding TF-10 districts. The standards that the applicant is requesting flexibility on as part of the PUD zoning are the density, impervious surface area, and one of the screening requirements:

- Unit density (Typical density in the MRL-12 district is 12 units/acre. The proposal is approximately 25 units/acre.)
- Impervious surface area ratio (Max 60%, proposed 66%)
- Screening (A fence, wall or dense landscape hedge would normally be required at the west property line shared with 117 Sturgeon Eddy Road). It is our understanding that the applicant and adjacent property owner would like to revisit the need and desire for a fence after the development has been completed.

Background

The applicant is seeking the amendment of the General Development Plan (GDP) and a new Specific Implementation Plan (SIP) for an existing Planned Unit Development zoning district on two lots at the corner of Sturgeon Eddy Road and Grand Avenue.

Following the public hearing, a General Development Plan for apartments at the properties at the corner of Sturgeon Eddy Road and Grand Avenue was recommended for approval at the August Plan Commission meeting. Based on the feedback received by residents and the Plan Commission at the August meeting, the applicant revised the plans to address the concerns and suggestions. These revisions increased the articulation in the façade of the buildings, enlarged the front porches, moved the waste and recycling receptacles inside the buildings, increased the on-site parking provided, reduced the number of units, and created variation in the height of the two buildings facing the street frontages. At the September Plan Commission meeting a revised proposal was reviewed, and following public comment and a discussion regarding issues related to the property access on Sturgeon Eddy Road, the Plan Commission recommended approval of the Specific Implementation Plan (SIP), on the condition that the applicant could come to an agreeable solution with the neighbor at 117 Sturgeon Eddy Road regarding the access to the property.

Per conversations with the applicant it appears that a satisfactory solution has been reached. An email reflecting this is included in the packet. At the time it was believed that the two properties would be using a public alley for access, based on the information available in the City/County GIS database. City staff has since found no evidence that the driveway in questions was every designated as a public Right of Way. The applicant has revised the site plan, reflected in the packet, to shift the access point to the east and provide more buffer space between 117 Sturgeon Eddy and the proposed development. This also allows the owner of 117 Sturgeon Eddy the flexibility to decouple their access from the adjacent property if so desired. The applicant and adjacent property owner are proposing new access easements to accommodate the revised site plan and access arrangement. At the request of the property owner at 117 Sturgeon Eddy, the applicant is proposing to keep open the 5 foot buffer between the new driveway and 117 Sturgeon Eddy, rather than to install a fence to provide the screening requirement at this time, with an option to install the fence after the development is completed if desired.

Summary of Existing Conditions

The two sites had a total of 15 units. Lot 1 at the southwest corner of Sturgeon Eddy Road and Grand Avenue and had three multi-family buildings with a total of nine units. Lot 2 currently has a multi-family building with six units.

The surrounding land uses are predominately single-family and two-family dwellings, with a large multi-family structure immediately adjacent to the north and a commercial office building to the northwest. Most of the surrounding properties are zoned to allow two-flats by-right, and 3-8 unit apartment buildings by Conditional Use. The property has frontage on both Grand Avenue and Sturgeon Eddy Road. This segment of Grand Avenue is predominately residential, but there is a mix of commercial within a few blocks on either end of the property.

Comprehensive Plan. To this end, planned unit developments allow diversification and variation in the relationship of uses, structures, open spaces, and heights of structures in developments conceived and implemented as comprehensive and cohesive unified projects. The Planned Unit Development Overlay District shall allow development to be designed, reviewed, approved, constructed, and managed as approved by the Common Council rather than required by the underlying zoning district.

The proposed site layout reduces many of the visual and aesthetic impacts of the increased density by containing the parking areas and garage doors to the rear and side yards of the parcel. The site layout and the proposed setbacks help to frame the streets in a way that creates a more walk-friendly and engaging land use than similar developments that place the parking and/or driveways between the building and the sidewalk.

The proposal also eliminates the two public street access points on Grand Avenue, maintaining one for emergency vehicle access. The parking access would occur from driveway on the west side of the parcel. Pedestrian access is provided directly from the sidewalk. The site is served by the Metro Ride Transit system and is located directly on a transit line and adjacent to a bus stop. Parking demand is likely to be lower due to the small unit sizes, mix of predominately one-bedroom units, and the proximity of the site to employment centers, the transit line, and regional bike routes. Despite this the proposal meets the standard minimum parking requirements of the MRL-12 zoning district.

The City of Wausau Comprehensive Plan Future Land Use Map identifies this area as urban residential, which is consistent with multi-family residential uses. The City of Wausau Comprehensive Plan encourages the mixing of compatible land uses and encouraging a variety of housing types throughout the City, without concentrating any particular type of housing within one neighborhood. The Comprehensive Plan also encourages higher density in close proximity to transit routes and stations. The Comprehensive Plan also encourages the provision of affordable housing, and building smaller units at a higher density is one method of creating more affordable market-rate housing units, particularly for renter households, about half of whom were in housing considered unaffordable when the Comprehensive Plan was updated.

Staff Recommendation

Although the development is of a higher intensity residential development than that which previously existed on the site, the applicant has exceeded the typical requirements of the zoning code both to mitigate the effects of the density and to improve the relationship of this development to the surrounding neighborhood. Staff believe the proposal meets the intent of the PUD zoning district, is consistent with the City of Wausau Comprehensive Plan, and recommend approval of the General Development Plan and the Specific Implementation Plan.

Plan Commission Recommendation

The Plan Commission recommended approval of the General Development Plan and the Specific Implementation Plan, on the condition that a mutually agreeable access solution was worked out with the owner of 117 Sturgeon Eddy Road.

Building with Integrity Since 1928

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BUILDING 105:

2 2 BR UNITS
6 1 BR UNITS
8 UNITS x 1.5 = 12

3 GARAGE / 9 SURFACE SPACES
4 BICYCLE SPACES

BUILDING 1404:

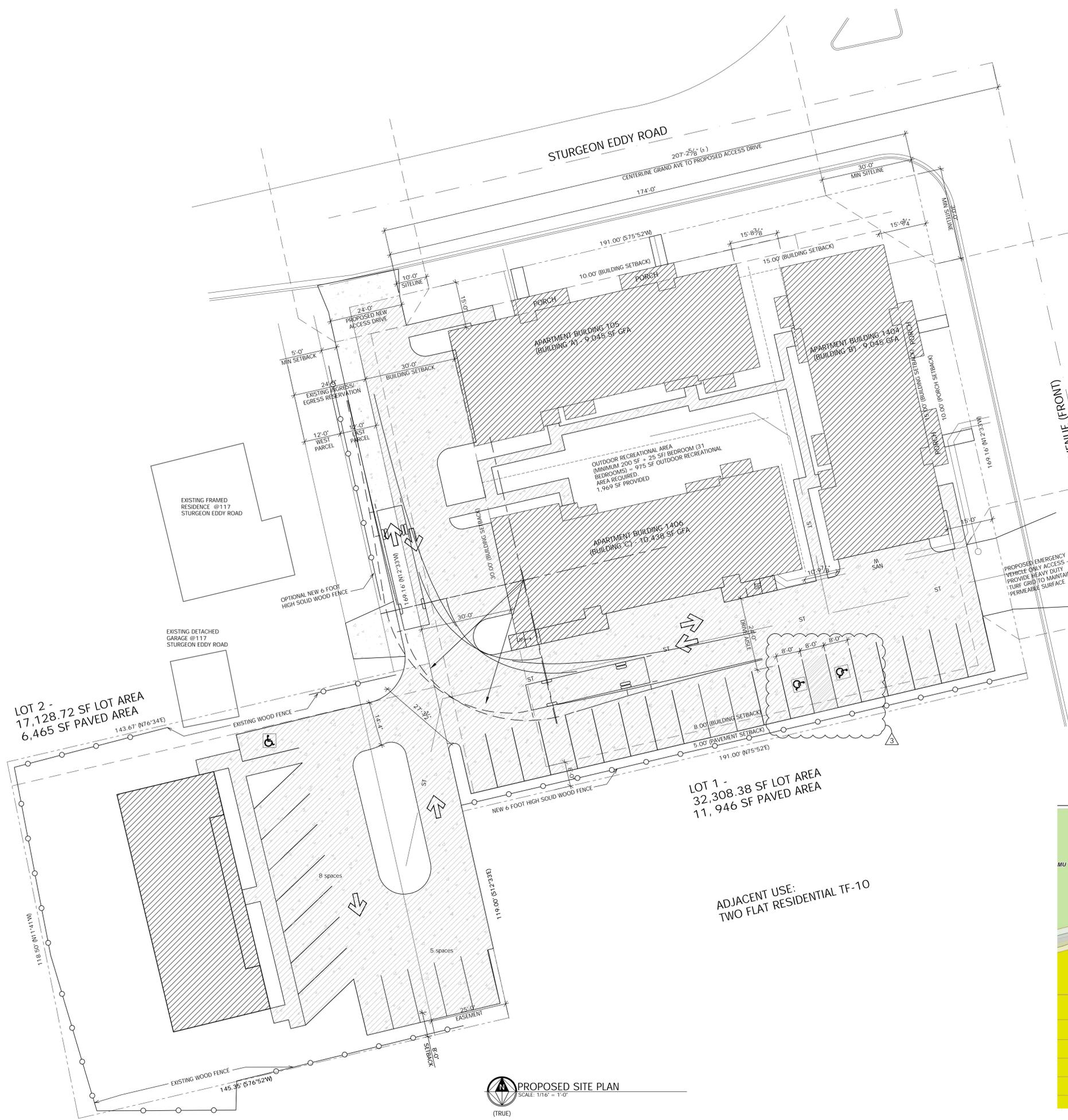
2 2 BR UNITS
6 1 BR UNITS
8 UNITS x 1.5 = 12

3 GARAGE / 9 SURFACE SPACES
4 BICYCLE SPACES

BUILDING 1406:

2 - 2 BR UNITS
7 - 1 BR UNITS
9 UNITS x 1.5 = 13.5

7 GARAGE / 6 SPACES
8 BICYCLE SPACES



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No.	Description	Date
3	RE-SUBMIT FOR STATE REVIEW	09-25-2020
2	REVISIONS SUBMITTED TO COMMISSION	09-20-2020
1	REVISIONS/REB PLAN COMMISSION	09-14-2020
	ISSUE FOR STATE REVIEW	09-11-2020
	ISSUE FOR BID	09-11-2020
	PLAN COMMISSION REVIEW	09-01-2020
	ISSUE FOR DEVELOPMENT APPROVAL	08-10-2020

Koble Investment, LLC
Sturgeon Eddy Road
Development
Proposed Site Plan

Project number	20-019
Date	07-28-2020
Drawn by	DRW
Checked by	CHK
Scale	
Sheet Number	

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1 105-SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 105-EAST ELEVATION
SCALE: 1/4" = 1'-0"

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No.	Description	Date
3	RE-SUBMIT FOR STATE REVIEW	09-25-2020
2	RFI - PLANT QUANTITY LIST/ LEGEND	09-20-2020
1	RFI - BED LINES	09-14-2020
	ISSUE FOR STATE REVIEW	09-11-2020
	ISSUE FOR BID	09-11-2020
	PLAN COMMISSION REVIEW	09-01-2020
	ISSUE FOR DEVELOPMENT APPROVAL	08-10-2020

PRELIMINARY - NOT FOR CONSTRUCTION

Koble Investment, LLC
Sturgeon Eddy Road
Development
Building 105 (A) Elevations

Project number	20-019
Date	07-28-2020
Drawn by	DRW
Checked by	CHK
Scale	
Sheet Number	A202

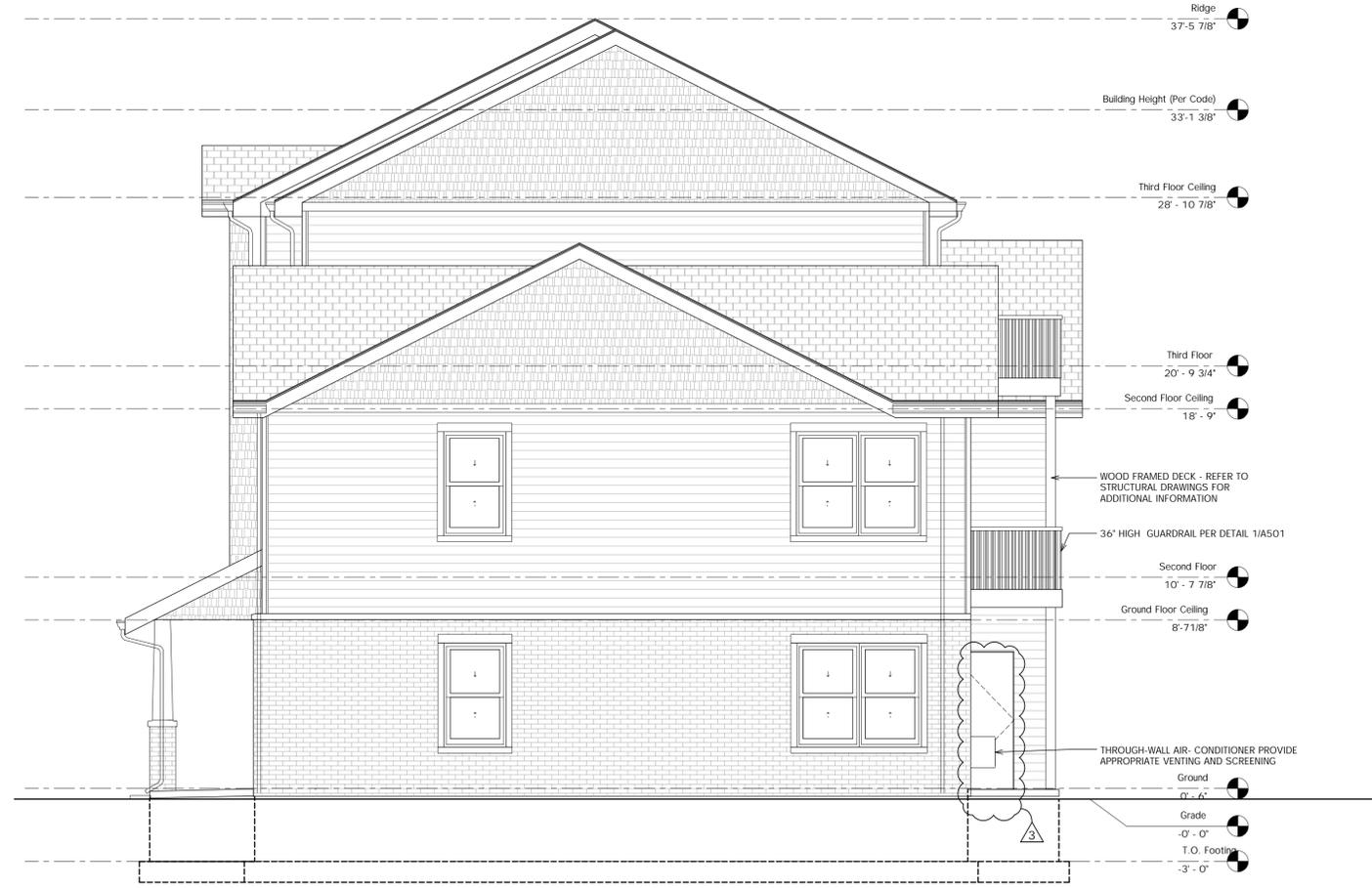
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1 1404-EAST ELEVATION
SCALE: 1/4" = 1'-0"



2 1404-NORTH ELEVATION
SCALE: 1/4" = 1'-0"

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1	RFI - BED LINES	09-14-2020
	ISSUE FOR STATE REVIEW	09-11-2020
	ISSUE FOR BID	09-11-2020
	PLAN COMMISSION REVIEW	09-01-2020
	ISSUE FOR DEVELOPMENT APPROVAL	08-10-2020

PRELIMINARY - NOT FOR CONSTRUCTION

Koble Investment, LLC
Sturgeon Eddy Road
Development
Building 1404 (B) Elevations

Project number	20-019
Date	07-28-2020
Drawn by	DRW
Checked by	CHK
Scale	1/8" = 1'-0"
Sheet Number	A203

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1 1404-WEST ELEVATION
SCALE: 1/4" = 1'-0"



2 1404-SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

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	ISSUE FOR BID	09-11-2020
	PLAN COMMISSION REVIEW	09-01-2020
	ISSUE FOR DEVELOPMENT APPROVAL	08-10-2020

PRELIMINARY - NOT FOR CONSTRUCTION

Koble Investment, LLC
Sturgeon Eddy Road
Development
Building 1404 (B) Elevations

Project number	20-019
Date	07-28-2020
Drawn by	DRW
Checked by	CHK
Scale	1/8" = 1'-0"
Sheet Number	A204

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1 1406-SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 1406-EAST ELEVATION
SCALE: 1/4" = 1'-0"

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	ISSUE FOR BID	09-11-2020
	PLAN COMMISSION REVIEW	09-01-2020
	ISSUE FOR DEVELOPMENT APPROVAL	08-10-2020

Koble Investment, LLC

Surgeon Eddy Road
Development

Building 1406 (C) Elevations

Project number	20-019
Date	07-28-2020
Drawn by	DRW
Checked by	CHK
Scale	
Sheet Number	

PRELIMINARY - NOT FOR CONSTRUCTION

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1 1406-NORTH ELEVATION
SCALE: 1/4" = 1'-0"



2 1406-WEST ELEVATION
SCALE: 1/4" = 1'-0"

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	ISSUE FOR STATE REVIEW	09-11-2020
	ISSUE FOR BID	09-11-2020
	PLAN COMMISSION REVIEW	09-01-2020
	ISSUE FOR DEVELOPMENT APPROVAL	08-10-2020

Koble Investment, LLC

Sturgeon Eddy Road
Development

Building 1406 (C) Elevations

Project number 20-019

Date 07-28-2020

Drawn by DRW

Checked by CHK

Scale

Sheet Number

PRELIMINARY - NOT FOR CONSTRUCTION



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October 2, 2020

Mr. Brad Sippel, AICP
Assistant Planner
Department of Planning, Community and Economic Development
City of Wausau
Wausau City Hall
407 Grant Street
Wausau, Wisconsin 54403-4783

RE: Pre-Application Conference and Optional Concept Plan for Revisions to an existing PUD
Subject Property Address: 105-111 Sturgeon Eddy Road; 1404-1412 Grand Avenue
PIN: 29128070120992 and 29128070120986

Mr. Sippel,

Per comments expressed at the meeting Tuesday September 15, 2020 we have made some modifications to our overall plan/design.

As noted, the parcel 29128070120992 is approximately .74 acres and is currently developed with three (3) multi-family buildings providing 9 dwelling units. We are proposing to demolish the three existing buildings and replace them with three (3) new, updated structures consisting of a mix of one- and two-bedroom rental units. Two of the buildings will consist of eight (8) units made up of (6) one-bedroom units, (2) two-bedroom units. The ground floor of each of those buildings will include one (1) one bedroom and one (1) two-bedroom Type 'B' ADA Accessible unit. The third building will consist of (7) one-bedroom units and (2) two-bedroom units of which the ground floor one-bedroom unit will be a Type 'A' ADA Accessible unit. Parking will be provided at a rate of 1.48 parking spaces per dwelling unit – 37 parking spaces. Thirteen (13) spaces will be at ground level below the dwelling units while the remaining twenty (24) spaces will be surface/ uncovered parking. Sixteen bicycle parking spaces will also be provided within the garages.

The parcel 29128070120986 is approximately .32 acres and is currently developed with one (1) multi-family building providing six (6) two-bedroom dwelling units. We are proposing to renovate the existing building and convert it to four (4) three-bedroom dwelling units. Parking is to be provided at a rate of two parking spaces per dwelling unit. Surface parking will be provided on-site to meet this ratio.

While the property is zoned as a PUD, per conversations with you and your department, the density on the combined parcels would be 29 dwelling units, or 25.67 DU/ acre. The zoning district bulk requirements will be consistent with the MRM Multi-family Residential-12 District aside from the DU/ acre component. We will be complying with 15-foot street yard setbacks, 8-foot interior side yard setbacks, and a 30-foot rear yard setback. We are requesting a 10-foot porch setback for the two street facing buildings so that we could accommodate the request for a more residential/ neighborhood feel. The impervious surface as proposed is approximately 6% in excess of the maximum 60% allowable lot coverage. The increase in impervious surface is necessary to provide access to the **development property, the required tenant parking and now, the adjacent property (117 Sturgeon Eddy Road) solely from one access point off Sturgeon Eddy Road. Due to the circumstances and comments that arose from the September 15, 2020 meet and neighbor comments; we are proposing modify the current access drive/ easement as follows:**

We have done some research on the property and cannot find any evidence that 24' wide access is a public alley. Rather it appears there were two (2) 12.0' wide by +/- 119.5' long parcels comprising the access way that were conveyed between Michael and Catherine Kronenwetter and the previous owner, Mr. Daniel Johnson in 1987. From what we gathered, via Quit Claim Deed 449-467(referred to as "QCD1") (a) the West 12' Parcel was conveyed to the Kronenwetters by Johnson with an ingress/ egress easement reservation in favor of Johnson, and (b) an ingress/ egress easement reservation over the East 12' Parcel was granted by Johnson in favor of the Kronenwetters. Immediately following the recording of QCD1, a second Quit Claim Deed 449-468 was recorded (referred to as "QCD2") whereby (a) the East 12' Parcel was conveyed to Johnson by Kronenwetters with an ingress/egress easement reservation in favor

of Kronenwetters, and (b) an ingress/egress easement reservation over the West 12' Parcel was granted by Kronenwetter in favor of Johnson. In summary, the effects of the two Quit Claim Deeds are (a) **East 12' Parcel** – ownership by Johnson with Kronenwetters holding an ingress/egress easement reservation, and (b) **West 12' Parcel** – ownership by Kronenwetters with Johnson holding an ingress/egress easement reservation. When Johnson sold his property to Mr. Koble, the reciprocal ingress/egress easement reservations followed.

We are proposing to locate the west edge of the new access drive 5' east of the West line of the East 12' Parcel. Doing so keeps the new pavement all on what is identified as Mr. Koble's property; acknowledges the 5' pavement setback as required by the City's ordinance and creates a buffer between the Kronenwetters' property and the new access drive. The existing pavement on the West 12' Parcel could remain and be used by the Kronenwetters or, if they choose, they could remove it and replace it with grass/ green space. The 5' setback would also allow space for the Kronenwetters to install a fence should they decide.

We presented this proposal to Ms. Catherine Kronenwetter and she has expressed agreement with the proposal. She and her family, however, would like to wait until the buildings are up to make a decision as to whether they would like to keep the pavement, replace it with grass and/ or install a fence. We are acceptable to this as these decisions would not have an impact on our development.

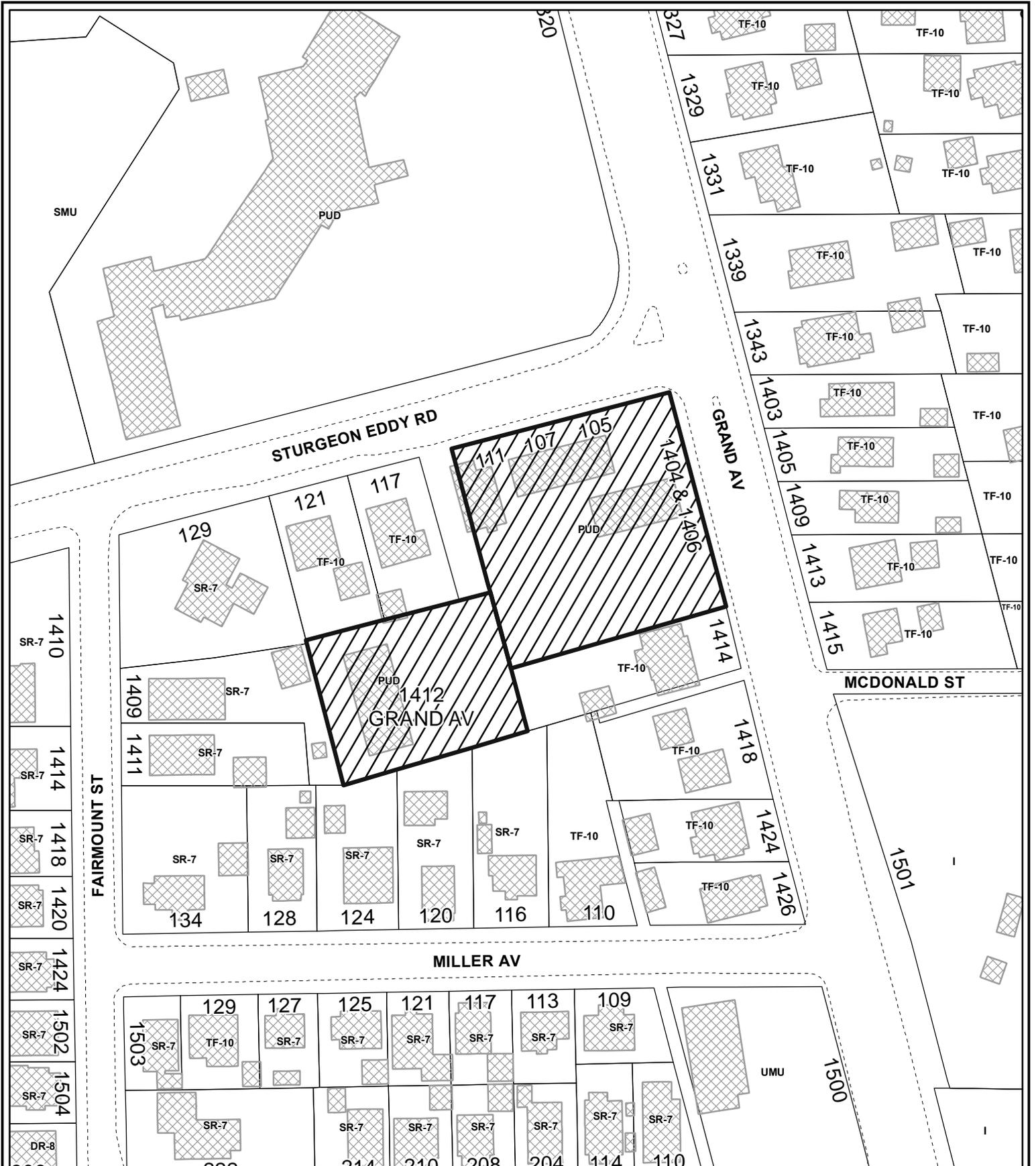
As previously noted, the site design and building plans include locating the trash receptacles for the three new buildings within the garage to mitigate the garbage problems outside on the property. By doing this, we reduced the availability of covered parking by three spaces and needed to accommodate them as surface/ uncovered spaces. The exterior appearance of the buildings was also modified to create more roof lines and offsets in the exterior walls to provide more architectural articulation. Accompanying the application for a zone change is the proposed site plan, impervious surface diagram, proposed landscape plan, and building plans.

The building plans, as proposed, while increasing the density of the parcels, will provide a more unified appearance along Sturgeon Eddy Road and Grand Avenue. The design of the new structures would be in keeping with the smaller scale residential feel of the surrounding area. Additionally, the provision of enclosed parking would provide a greater degree of safety and security in the area while still providing an affordable housing option.

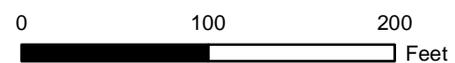
We appreciate your consideration of the proposed project and the potential increased density of the property. If you should have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Jennifer F Blair, RA, ALA
Senior Architect



Map Date: August 3, 2020



City of Wausau
Marathon County Wisconsin

-  Area of Interest
-  Building



Melissa Engen

From: Brad Lenz
Sent: Monday, September 14, 2020 5:24 PM
To: Melissa Engen
Cc: Patrick Peckham; Bradley Sippel
Subject: RE: the apartment proposal for Grand Avenue and Sturgeon Eddy

Melissa,

Can you please forward the email below to the Plan Commissioners? I don't know who will be at the meeting in person – maybe also print 5-6 hard copies for the meeting.

Thank you.
Brad

From: Catherine Kronenwetter <cckeepsakes@hotmail.com>
Sent: Monday, September 14, 2020 1:43 AM
To: DG_Clerk; Patrick Peckham
Subject: [EXTERNAL] RE: the apartment proposal for Grand Avenue and Sturgeon Eddy

Please provide my comments to the members of the Plan Commission regarding the apartment proposal for Grand Avenue and Sturgeon Eddy an agenda item at the 5 p.m. Tuesday, Sept. 15, meeting of the Plan Commission at City Hall

My name is Catherine Kronenwetter,

My family owns and resides at 117 Sturgeon Eddy Rd. We have shared a driveway with the neighboring duplex/apartment complex that has now been torn down, for 80 years. At one time my Great Grandfather lived in that duplex, and we have seen 3 landlords own these properties. All property owners have worked with us until this current landlord, who would not even return our call to discuss this plan that will directly affect the usability and safety my property. I had actually been hoping that this reconfiguration could possibly allow the properties to once and for all be decoupled and reduce the conflicts we had had in recent years with people blocking/entering my property, but now I see that the plan seems to do quite the opposite.

I was actually surprised reviewing the plan as what is identified as the easement/alley has been maintained as a shared driveway for as long as we have been here. Our family paved and repeatedly re-sealed the driveway in conjunction with Dan Johnson and this was never treated or maintained by the City as an alley. We had at one time agreements with previous landlords that only two cars would be parked on each side to keep the pathway open for the apartment in the back after it was built.

And even after the back apartment was built, 90% of the traffic from this complex of buildings did not outlet through this shared driveway. Two of the buildings almost exclusively used the 2 Grand Ave outlets and the other Sturgeon Eddy outlet as that was where the primary garages/parking places for the two buildings closest to Grand Avenue were.

Which brings me to my largest concern, according to this plan an “alley” will now have to support a street’s level of traffic. And this alley runs right past my bedroom. There is no proper setback/sidewalk to protect my property from this.



The main door of my house opens directly out into this “alley”. I have a two-year old in this house and this will be a huge hazard without a significant buffer. My garage is in the very back of the property through the alley.



We put up this fence in the '90s to provide a buffer from the apartments in back. It replaced a previous fence. This has demarked the portion of the driveway that my family has maintained. This project cannot be allowed to now take advantage of this entire alley as the only outlet for such increased density, without greatly devaluing and reducing the safety of my property. And I should not have to foot the cost and effort of maintaining what is now going to be a street's worth of traffic solely for their benefit.



There are also huge concerns with this landlord's ability to maintain their properties and provide adequate facilities with the density they already have. No good will for concessions has been earned. As I said previously, we have lived through 3 landlords and all have actively worked with us except this one. This landlord has not provided adequate garbage removal, the 1 dumpster was constantly overflowing and tenants have even used my garbage and recycling bins. When I contacted the landlord about this I was told "call the police".

They have consistently not plowed the property until long after the snow stops and I have had to assist their tenants in getting unstuck and have had to loan them my snow blower. When I contacted the landlord, they said they had other properties to deal with and the tenants should have shovels. The sidewalks go un-cleared for days.

When I called the landlord about tenants parking beside my house or blocking my driveway I was told "call the police"

The shingles removed from a roof repair were left on the grass for over a year (and they are still there, at least the ones that didn't break apart and blow onto my property).

And if you say this past behavior doesn't apply to the new property plans, they are already not providing properly for this project and it has barely begun. They first fenced off the only dumpster so their tenants couldn't get to it. Then the

demolition company had to use my water spigot to keep the dust down, which I did allow because I am a good neighbor. I would hope that this property owner would start to take into account their neighbor that has equal rights to that easement in their plans.

If they are going to be allowed to increase the density this much, the main outlet should not be through the shared driveway, and/or my property needs to be given a clear buffer.

Catherine Kronenwetter
117 Sturgeon Eddy Rd
Wausau, WI 544403

Sent from [Mail](#) for Windows 10

Melissa Engen

From: Bradley Sippel
Sent: Wednesday, October 7, 2020 11:14 AM
To: Melissa Engen
Subject: FW: Sturgeon Eddy/Grand Ave Project

Hi Melissa,

I didn't realize you weren't copied on this, sorry. I think just this email is sufficient.

Brad Sippel, AICP
Assistant Planner
Department of Planning, Community and Economic Development
City of Wausau
715-261-6686



www.wausaudevelopment.com

From: Jennifer Blair [mailto:jblair@scherrerconstruction.com]
Sent: Wednesday, October 7, 2020 8:15 AM
To: Bradley Sippel <Bradley.Sippel@ci.wausau.wi.us>; Brad Lenz <Brad.Lenz@ci.wausau.wi.us>; William Hebert <william.hebert@ci.wausau.wi.us>
Subject: [EXTERNAL] FW: Sturgeon Eddy/Grand Ave Project

Brad,

Below is the e-mail I received from the Kronenwetters. I also met with Jay and Alderman Peckham last night on site and everything seemed to go well. Alderman Peckham indicated that he was in favor of moving forward as was Jay Kronenwetter.

Jennifer Blair
Senior Architect



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From: Kronenwetter Law Firm <jay@kronenwetterlaw.com>

Sent: Friday, October 2, 2020 4:41 PM

To: Jennifer Blair <jblair@scherrerconstruction.com>; Patrick Peckham <Patrick.Peckham@ci.wausau.wi.us>; Catherine Kronenwetter <cckeepsakes@hotmail.com>; clerk@ci.wausau.wi.us

Subject: RE: Sturgeon Eddy/Grand Ave Project

Ms. Blair,

Jay Kronenwetter here, you have been discussing the project plan with my sister Catherine. Our family is in agreement that the modified plan would address our concerns and result in a great future relationship between these two properties.

As far as the barrier is concerned, it seems Mr. Peckham would like a "decision" made before council approves the plan. Insofar as the decision is the issue, we certainly are in favor of a barrier being included in the plan. I think it is clear, however, that further progress on your development would be required before a barrier can be designed and constructed.

The only outstanding issue regards the easement. Since our plan/agreement envisions decoupling the properties by separating the easement into two section and changing the associated rights, we feel that the changes in access rights you proposed should be reflected in the deeds. I believe separating the easement property and joining the two portions to our respective parcels would make the most sense to ensure clarity in the property rights in the long run. We have no intention of selling this property, as it has been our family home for a century, but we want to avoid any future issues as rights regarding real property usually must be reflected in the deeds or they face potential challenges.

In summary, council and planing agencies can rest assured we support your design and plan, however, we hope we can make the access rights certain through changes to the deeds and parcel boundaries.

Thanks for your work on reaching a mutually beneficial agreement and we wish you the best in your development's progress. We think this project will strengthen a neighborhood which has been our home for generations.

Feel free to direct further communication to myself or my sister as we are in constant contact. One of us would be happy to meet with you and Pat next week if you are planning to get together.

-Jay Kronenwetter
715-302-2640

RESOLUTION OF TRANSIT COMMISSION

Approving Elimination of COVID-19 Capacity Limit on Metro Ride Buses

Committee Action: Approved 3-2

Fiscal Impact: None

File Number: 20-1014

Date Introduced: October 13, 2020

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, Metro Ride is a public transportation service provided to the general public by the City of Wausau; and

WHEREAS, the City of Wausau implemented capacity limits on Metro Ride buses in response to the COVID-19 pandemic to promote social distancing; and

WHEREAS, current capacity limits on Metro Ride buses may be insufficient to meet increased ridership demand when Wausau District Schools plan to resume in-person classes on November 2, 2020; and

WHEREAS, the City of Wausau Transit Commission desires to meet transportation needs of all passengers, including Wausau School District students; and

WHEREAS, the City of Wausau Transit Commission, at their September 24, 2020 meeting, recommended eliminating Metro Ride capacity limits on all buses when the Wausau District resumes in-person classes.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that capacity limits on Metro Ride buses be eliminated at such time as in-person classes are resumed by the Wausau School District.

Approved:

Katie Rosenberg, Mayor



420 Plumer Street
Wausau, WI 54403
Phone: 715-842-9287
TDD 715-843-6827
Fax: 715-842-1541
<http://metroride@ci.wausau.wi.us>

MEMO

To: City of Wausau Common Council
From: Greg Seubert, Transit Director 
Subject: Capacity Limits on Metro Ride Buses
Date: October 8, 2020

Metro Ride has limited the capacity on all buses to no more than 10 riders since June, in order to maintain 6 feet of separation between passengers, as recommended by the CDC. Other COVID safeguards now in place include driver compartment barriers (sneeze guards); hand sanitizer dispensers; and a mask mandate issued by the Governor.

Capacity limits were not a problem in the spring when many businesses were closed or in the summer when school was not in session. But capacity limits may be problematic when Wausau District Schools resume in-person classes in November.

The Transit Commission considered capacity limits at its meeting on September 24, 2020 and it voted (3-2) to recommend that the Common Council eliminate capacity limits on all Metro Ride buses when Wausau District Schools resume in-person classes. The Commission also requested that the Council be provided estimates from the Wausau School District of the number of students that may be using Metro Ride bus routes to get to and from school.

The Wausau School District has determined through survey activity that 4% of its 8,000 students would use Metro Ride to commute to and from school. That is a total of 320 students. However, their in-person attendance model will split the student population in half, so that no more than 50% of students will be in attendance on any given day. Theoretically, that means that our daily student ridership would then be about 160 students. That compares with pre-pandemic ridership ranging from 400-500 students per day.

Projected student rider totals are relatively small, but we have no way of knowing how evenly passengers will be distributed throughout our system. Crowding may still occur on some routes at peak times. All routes are open to the general public, so students may not be the only riders onboard.

TRANSIT COMMISSION MINUTES

Date and Time: The Transit Commission met on Thursday, September 24, 2020 at 4:15 P.M. at Wausau City Hall, 407 Grant St., Wausau, WI.

Members Present: Kathi Zoern, Pat Peckham, Debra Ryan, Becky McElhaney, Jen Bizzotto

Also Present: Greg Seubert (Metro Ride), Rebecca Bliven (Metro Ride), Andrew Lynch (MPO), Dave Mack (MPO), Mayor Katie Rosenberg (City of Wausau), Patti Kaiser (CCITC), Troy Hanson (ATU Local 1168), Megan Newman (Metro Ride)

In accordance with Chapter 19 of the Wisconsin Statutes, notice of this meeting was posted and sent to the Wausau Daily Herald in the proper manner. The meeting was called to order by Kathi Zoern after noting a quorum was present.

Public Comments

Zoern said that she uses the bus all the time. She would feel comfortable keeping the capacity limit at 10. She added that with the current rates of COVID, she'd prefer 10 for the safety of bus drivers, students, and other riders. She admitted that there isn't an easy answer but doesn't want anyone to get sick.

Discussion and Possible Action on COVID-19 Bus Capacity Limits

Seubert said that he received feedback via E-mail from five individuals regarding bus capacity limits. Peckham read the comments. All of the emails were in support of increasing current bus capacity limits.

Seubert shared an email that he received from the health department. He read the first paragraph, which says, "If the decision is made to increase bus capacity limits, it will create circumstances that contribute to the spread of COVID-19. There isn't a means to eliminate the spread, however efforts can be made on the part of Metro Ride and riders to minimize the spread." The email included a list of precautions, most of which Metro Ride is currently taking.

Seubert provided a list of transit systems throughout the state, showing what their current capacity limits are. It ranges from 10 to no limits in place. Seubert added that the transit system in Merrill is currently closed due to positive COVID-19 cases. He also pointed out that Troy Hanson, President of the Amalgamated Transit Union Local 1168, is in the audience.

Hanson introduced himself not only as ATU President but a driver of over 16 years. He said that if capacity limits are increased, behavior of students will not change based on the mask mandate. Students will be excited to be back to school. He feels that even if students have masks on when they board the bus, he predicts they will not keep them on long once they see their friends. Hanson said that if full-capacity loads are allowed, it will be impossible for drivers to maintain any sort of order. He said that standing loads cause sight lines to be lost and it would be difficult for drivers to see behind them. Hanson added that responsibility for compliance would be put solely on the kids. He applauded the City of Wausau for implementing a mask policy, but the longer it goes on, the harder it is to get adults to keep masks on. He personally feels that 15 passengers could be manageable but he would be skeptical of anything higher than that.

Peckham asked if the union has met about capacity limits or if it has been informal discussion. Hanson replied that in-person meetings have been halted but everyone seems to be comfortable with the 10 person capacity limits. He added that the new driver barriers have made people even more comfortable. Hanson said that no one has shown concern about being infected, largely due to the

safety measures put in place by the City and Metro Ride. Peckham asked if drivers would be lost if capacity limits were lifted. Hanson doesn't feel that drivers would leave, but does feel that trust would be lost. He elaborated by saying that drivers don't want to be a contributing factor in making kids sick. Hanson added that he is responsible for the health and safety of the union members and if limits are raised or eliminated, 50-60 students could be on a bus at one time. He said that he would tell members to close themselves inside the barriers and go.

Deb Ryan pointed to the bus capacity poll and is impressed by what Ashland, WI is doing. She asked if sneeze guards could be installed between seats. Seubert said that Ashland is using much smaller buses and they have fewer vehicles on the street. Seubert said he could look into the options, but it would be a large task to retrofit a standard transit bus with barriers. He is not aware of anywhere in the marketplace so they may have to be done in-house. Ryan would be interested in knowing more about them and possibly allowing one rider per seat. Seubert said that airflow is still an issue.

McElhaney asked Seubert if he has had any discussion with the school district recently. He said that they have e-mailed back and forth as well as some phone conversation. He gets the sense that their situation would be better if buses allowed higher capacity. As discussed in previous meetings, Seubert said that it is really a double edged sword. On one hand, if capacity is limited, there will be kids that won't be able to use the service and on the other, if it is opened up entirely, it puts everyone at risk.

McElhaney asked if the school district would have any idea how many students would be riding the bus. Seubert said that the complication with that is that there is no contractual agreement with the school district. The district issues tickets to some students and Metro Ride isn't involved in that decision. The large majority of kids that are riding the bus don't receive tickets from school and there is no way to survey them. McElhaney said that Metro Ride should be working with the school district to get more information to work together in order to do it the safest way possible. She added that she does not want to leave kids on the side of the road. McElhaney stated that no one wants COVID, but if students are tasked to get to school, capacity limits shouldn't be what prevents them from doing so.

McElhaney asked if monitors on the bus would be helpful to remind students to keep masks on. Hanson said that on a national level, there have been many instances where drivers have tried to enforce mask mandates and they've been assaulted. Seubert said that if the capacity limit remains, it is important for parents to know it ahead of time so they can have a backup plan. Seubert said that he would be very hesitant to put adult monitors on the bus. He doesn't want to hire short-term people and put them at risk. All routes are open to the general public so a conflict could occur on any bus. Seubert said that there have been some passengers that have been very vocal regarding mask mandates. He fears that if others are interjected, it would be a high-risk situation. McElhaney asked if any students have been riding the bus and Seubert said that they really haven't been dealing with any students at this point. McElhaney asked how many students would be able to ride at 50%. Seubert said that 50% capacity would be 16 passengers.

Peckham asked if the Transit Commission is making the final decision regarding capacity limits or if they are making a recommendation to the council. Seubert said that he has not heard back from the city attorney yet. Mayor Rosenberg said that she also reached out to the city attorney and she was going to check the statutes. Rosenberg added that in the past, the Transit Commission has determined what it would like to send through to the Council. Seubert said that his concern when it comes to decisions regarding COVID-19 is that the current policies were established by either the mayor or the council. Seubert added that the current capacity limit was put into place by him, in consultation with the previous mayor. Peckham proposed that the commission vote today to send a recommendation to the full council. He would also like the school district to provide information regarding the number of students planning to ride the bus. Peckham thinks that there will be a number of parents that will be nervous to send their children on the bus. He said that he does not think it's a good idea for a bunch

kids to be on the bus but if the school system is comfortable with the risk involved in bringing students back for in-person education, it would be pointless to prevent students from riding the bus.

Peckham made a motion to recommend that the council vote to lift capacity limits but also ask schools to give a number of students expected to be riding the bus. Seubert asked if he is looking for a percentage of students planning on riding. Peckham said that any estimate that they could provide would be helpful.

Bizzotto said that if the school district is comfortable with the risk of holding in-person classes, that's the decision of the school district and the Transit Commission can't affect that. She said that the commission can affect only the safety of the buses. Bizzotto added that there are clear guidelines that recommend social distancing, and there is an obligation to act in ways that are consistent with that. She said some sort of capacity limit makes sense. Bizzotto stated that a bus crowded with students is not only risky for the students there, but when someone becomes infected, the capacity limit is put in place to keep other students from becoming infected; it's containing the number of students that have exposure. Bizzotto said that this is the Transit Commission and that the issue of transit safety is being discussed. This affects the public as well as the schools, so she feels that there is some sort of obligation to set a capacity limit. Zoern agreed that there should be a limit and it shouldn't exceed 15 passengers.

Peckham said that he is sympathetic to the comments made. He said that if the only discussion was whether or not to pack kids onto buses, he wouldn't think it would be a good idea. However, they will be on the bus for a short period of time and once they arrive at school, they will be inside for 6 hours. With that in mind, Peckham said that he doesn't think they are adding any risk to their health by transporting them by bus.

Ryan said that since the decision affects not only students but other members of the population that there is a need for a bus monitor to enforce mask wearing and to sanitize frequently touched surfaces. Ryan suggested justifying the positions by using the CARES funds. Ryan also suggested pursuing sneeze guards in between each seat. Peckham asked where the majority of students board. Seubert said that they are picked up throughout various neighborhoods.

McElhaney asked Seubert if there is any capacity or intention to do any of the recommendations made by Ryan. Seubert said that he has not seen sneeze guards available to buy, so they may have to be made in-house. They would also likely cause additional sight line problems. Hanson added that there are many side facing seats as well. Hanson said that in the back of the bus, there are forward facing seats next to side facing seats so the installation of sneeze guards would be very difficult or even impossible. Seubert said that he could reach out to others to see what they are doing. He reminded that if sneeze guards were going to be purchased using capital funds, it would have to be identified in the grant and it isn't.

Hanson asked if monitors would be on every bus or just express routes. Ryan said that they would be on every bus. Peckham asked if it would only be during the school year. Ryan said that the monitors would have a dual role. She said that other businesses have people constantly cleaning and sanitizing. Seubert doesn't feel that it is a practical solution to have someone cleaning and spraying while people are on the bus. He also said that additional cleaning equipment may not be readily available. Bizzotto said that the CDC has recognized that the primary way COVID is spread is through respiratory droplets in the air. She said that although it is important to be wiping surfaces down, she cautions about getting lost in a sense of false confidence. Bizzotto said that cleaning and sanitizing doesn't negate the threat that comes through the air. She added that although monitors sound like a good idea, she advises against adding a third person into the scenario. Bizzotto said that you can't prevent students from

having contact with other students and with teachers but adding a third person into the mix could increase the risk of spread in different social circles and different communities.

Mayor Rosenberg said that this body ultimately needs to decide if it wants to increase capacity or not. She said that if the decision is made to increase capacity, then the discussion can shift to how it can be done safely.

Peckham repeated his motion to recommend that the council vote to lift capacity limits if in-person classes begin but also ask schools to give a number of students expected to be riding the bus. McElhaney seconded the motion. She added that she needs to know from the school district how many students are planning on riding the city bus. McElhaney said that she does not want students or drivers to get sick. McElhaney said that information seems to change hourly and recognizes that the survey conducted by the school will not be without error, but will provide some sort of guidance.

Motion passed 3 to 2.

Bizzotto moved to adjourn the meeting. Ryan seconded the motion. Motion carried.

Respectfully submitted,

Becky McElhaney, Chairperson

rb



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

STAFF MEMO

October 5, 2020

Re: Acceptance of Victims of Crimes Act (VOCA) Grant Funding

To whom it is concerned,

On September 25, 2019, the Wausau Police Department was awarded a federal grant under the Victims of Crime Act (VOCA) in the amount of \$300,000 per year. The grant supports the Wausau Police Department's Victim Resource Unit (VRU), which was created with grant funding in October, 2016. The grant cycle for the 2019 award is as follows:

- Year 1: 2019-2020 Competitive Grant Announcement and Application
- Year 2: 2020-2021 Continuation Application Grant Year
- Year 3: 2021-2022 Continuation Application Grant Year
- Year 4: 2022-2023 Continuation Application Grant Year for same project with potential decrease in budget, depending on federal funding levels
- Year 5: 2023-2024 Continuation Application Grant Year for same project with potential decrease in budget, depending on federal funding levels

This grant is a 5-year grant. The Wausau Police Department is required to submit a non-competitive grant application in years 2, 3, 4, and 5 in order to receive continued funding. The Office of Crime Victim Services (OCVS) manages the Federal VOCA funds in a way which helps to ensure the continuity and sustainability of subgrants for multiple years. It is the intent of OCVS to award the Wausau Police Department \$300,000 per year for 4 more years, however, awards are contingent upon the availability of federal funds. As noted above, there is a potential for a decrease in funding in years 4 and 5.

On September 10, 2019, the City Council approved a Resolution of the Finance Committee authorizing the Wausau Police Department to accept anticipated VOCA grant funding in the amount of \$300,000 to continue the Victim Resource Unit. It did not, however, address recurring awards in years 2 through 5.

On September 29, 2020, the Wausau Police Department was again awarded \$300,000 after approval of its 2020-2021 continuation grant application. We are seeking from the Finance Committee and City Council the appropriate approvals to receive the \$300,000, in addition to recurring awards in years 3, 4, and 5.

Request

The Wausau Police Department is seeking authorization to accept a Victims of Crime Act grant of \$300,000 per year for 4 years (an amount not to exceed \$1.2 million) to continue the Victim Resource Unit.

Benjamin Bliven
Chief

Matthew Barnes
Deputy Chief

Todd Baeten
Patrol Captain

Benjamin Graham
Detective Captain



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

Match Requirements (Budget Impact)

A minimum local match requirement of 20% of the total VOCA project cost is required (approximately \$75,000).

The Wausau Police Department currently provides \$28,310 in annual match (cash and in-kind), or 8.62% of the total VOCA project cost.

In prior years, a match waiver has been granted for the remaining percentage (in this case 11.38%), and we anticipate a waiver in subsequent years in the amount of \$46,690.

Cash or in-kind match includes 10% of the Captain's wages and benefits, volunteer time rendered by an advisory committee, and costs associated with providing office space for the unit.

In summary, match is being met by waiver, staff time, volunteer time, and office space.

More about the Victim Resource Unit

The Victim Resource Unit operates within an established system intentionally designed to provide a comprehensive and seamless continuum of immediate, medium-term, and long-term integrated services and care for victims. Funding supports a Victim Resource Therapist (100% VOCA-funded), a Crime Response Specialist (100% VOCA-funded), and a Victim Resource Officer (50% VOCA-funded). This three-person resource unit provides timely direct services and coordinates community-based services to: (1) respond to the emotional, psychological, and physical needs of crime victims; (2) assist victims to stabilize their lives after victimization; (3) assist victims to understand and participate in the criminal justice system; and (4) restore a measure of safety and security for the victim.

Respectfully submitted,

Captain Ben Graham
Wausau Police Department
715-261-7801
benjamin.graham@ci.wausau.wi.us

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the Wausau Police Department to accept a Victims of Crime Act grant of \$300,000 per year for 4 years (an amount not to exceed \$1.2 million) to continue the Victim Resource Unit.

Committee Action: *Pending*

Fiscal Impact: \$1,200,000 over 4 years

File Number: 16-1110

Date Introduced: October 13, 2020

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$1,200,000</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

RESOLUTION

WHEREAS, the City of Wausau Police Department (“WPD”) is the recipient of a four year federal grant award under the Victims of Crime Act (“VOCA”) in the amount of \$300,000 per year; and

WHEREAS, the WPD will use the grant funding to continue the Victim Resource Unit with the focus of identifying victims of crime who would benefit from immediate access to mental health treatment and therapy, providing access to immediate mental health therapy for those victims, facilitating referrals to the appropriate resources in the community, and finding creative solutions to make victims as whole as possible in the most efficient way possible; and

WHEREAS, your Finance Committee, at its October 13, 2020 meeting has reviewed and recommended approval of the grant;

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau, that the WPD is authorized to accept the four year Victims of Crime Act grant of \$300,000 per year for 4 years (an amount not to exceed \$1.2 million)

Approved:

Katie Rosenberg, Mayor

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing Joint Powers Agreement with Marathon County regarding E911/NG-911 system

Committee Action: Pending

Fiscal Impact: None

File Number: 92-1135

Date Introduced: October 13, 2020

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau and Marathon County have participated in an E911 system for several years; and

WHEREAS, Wis. Stats. §256.35(9)(a) through (c) mandates that public agencies participating in an E911/NG-911 system enter into a joint powers agreement; and

WHEREAS, your Finance Committee, at their October 13, 2020 meeting recommended approving the Joint Powers Agreement between Marathon County and the City of Wausau pursuant to the terms and provisions of Wis. Stats. §256.35(9)(a) through (c); and

WHEREAS, the attached Joint Powers Agreement is in conformity with the requirements of said statute.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized and directed to execute the attached Joint Powers Agreement.

Approved:

Katie Rosenberg, Mayor



Office of the City Attorney

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

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

Memorandum

From: Anne Jacobson *aj*
To: Finance Committee
Date: October 7, 2020
Re: Joint Powers Agreement with Marathon County for E911/NG-911 System

Purpose: To obtain your approval of a Joint Powers Agreement with Marathon County for the E911/NG-911 system.

Facts: On November 18, 1992, pursuant to state statutes, the City and Marathon County entered into a Joint Powers Agreement for an E9-1-1 system, approved by Council, effective January 15, 1993 for a period of one year automatically renewable annually unless terminated.

Another agreement was executed on September 19, 2013; however this agreement did not receive Council approval.

The County is again requesting an agreement be entered into which would be effective September 1, 2020 and continue for a period of one year until 9/1/2021.

Recommendation: Approval, as this is a request for reaffirmation of an existing relationship and agreement.

**JOINT POWERS AGREEMENT
MARATHON COUNTY E911/NG-911 SYSTEM**

IT IS HEREBY AGREED by and between Marathon County, a municipal body corporate and public agency as defined in Wis. Statutes: 256.35(9)(a) through (c), and City of Wausau, a Wisconsin municipal corporation and a public agency as defined by Wis. Statutes 256.35(9)(a) through (c) that:

1. This Joint Powers Agreement is entered into pursuant to Wis. Statutes: 256.35(9)(a) through (c), and in strict conformity therewith.
2. This agreement shall be effective September 1, 2020 and continue in full force and effect for a period of one year until 9/1/2021, unless either party notifies the other in writing of this intent to cancel or renegotiate said agreement. Said written notice must be given not less than ninety (90) days prior to the expiration date. This agreement is intended to reaffirm the intent of the parties to annually enter into a joint powers agreement, which began in January, 1993 and has been continuous since that time. All previous versions of this agreement are hereby superseded effective September 1, 2020.
3. This agreement shall be applicable on a daily basis.
4. If an emergency service vehicle is dispatched in response to a request through the E911/NG-911 system, such vehicle shall render its services to the person(s) needing the service regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.
5. The definitions of Wis. Statutes 256.35(9)(a) through (c) are incorporated by reference as if set forth in full and shall be applicable in the interpretation of this Joint Powers Agreement.
6. A copy of this Joint Powers Agreement shall be filed with the Wisconsin Department of Justice as required by Wis. Statute 256.35(9)(c).

Dated and signed this ____ day of _____, 2020

MARATHON COUNTY

BY: _____

Lance Leonard
County Administrator

Dated and signed this ____ day of _____, 2020

CITY OF WAUSAU

BY: _____

Katie Rosenberg
Mayor

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

RESOLUTION OF THE FINANCE COMMITTEE	
Approving the 2020 budget modification for \$15,000 contribution to the Catholic Charities homeless housing project and related payment	
Committee Action:	Pending
Fiscal Impact:	\$15,000
File Number:	19-1109
Date Introduced:	October 13, 2020

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

WHEREAS, homelessness was listed as the top priority by council during the 2021 budget survey; and

WHEREAS, Catholic Charities is planning on developing additional homeless housing opportunities and is seeking financial contributions; and

WHEREAS, the location selected is the lower level of the Methodist Church but many alterations including plumbing for shower and washing machine hook up is required; and

WHEREAS, building permit related revenue of \$455,351 has exceeded budget by \$168,841 to date; and

WHEREAS, the General Fund is expected to have a surplus at yearend; and

WHEREAS, your Finance Committee has reviewed and recommends a budget modification to increase the revenue estimate and fund a contribution to the improvements in the amount of \$15,000:

Increase	110-81083210	Building Permits	\$	15,000
Increase	110-25097200	Grants to Others	\$	15,000

NOW, THEREFORE, BE IT RESOLVED, that the proper city officials modify the budget as presented above and publish the budget modification in the official city newspaper.

BE IT FURTHER RESOLVED, that the proper city officials perform the necessary tasks to donate \$15,000 for the warming center.

Approved:

Katie Rosenberg, Mayor

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

RESOLUTION OF THE FINANCE COMMITTEE	
Approving lease agreement with Wausau Area Winter Farmers Market, LLC for property at 180 E. Wausau Avenue	
Committee Action:	Pending
Fiscal Impact:	\$1 per month rent
File Number:	20-1013
Date Introduced:	October 13, 2020

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

RESOLUTION

WHEREAS, Wausau Area Winter Farmers Market, LLC is looking to relocate the winter farmers market from the Boys and Girls Club; and

WHEREAS, city staff identified the property at 180 E. Wausau Avenue (formerly owned by Wausau Chemical) as a potential site; and

WHEREAS, the city is in the process of selling the property to Wausau Barrel House and Cannery and the company supports the lease to Wausau Area Winter Farmers Market, LLC and if they are still occupying the building when the property is conveyed to Wausau Barrel House and Cannery, they will honor the lease; and

WHEREAS, your Finance Committee, at their October 13, 2020 meeting, discussed and approved entering into a lease agreement with Wausau Area Winter Farmers Market, LLC to allow for a winter farmers market at 180 E. Wausau Avenue.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute a lease agreement with Wausau Area Winter Farmers Market, LLC to allow for a winter farmers market at 180 E. Wausau Avenue, from October 26, 2020 through April 30, 2021 in substantial compliance with the lease terms attached hereto.

Approved:

Katie Rosenberg, Mayor

LEASE AGREEMENT BETWEEN THE CITY OF WAUSAU AND
WAUSAU AREA WINTER FARMERS MARKET, LLC

THIS AGREEMENT, made this ____ day of _____, 2020, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as “LESSOR,” and Wausau Area Winter Farmers Market, LLC, hereinafter referred to as “LESSEE”;

WITNESSETH:

WHEREAS, LESSOR presently owns property in the City of Wausau at 180 E. Wausau Avenue, a description of such property being attached hereto as “Exhibit 1” and incorporated herein by reference; and

WHEREAS, the property described on Exhibit 1 contains a structure and is surfaced with asphalt, (hereinafter referred to as “Property”), and LESSEE wishes to lease from LESSOR this property along with the herein described improvements, and LESSOR wishes to lease to LESSEE this property along with the herein described improvements, all upon terms and conditions as follows.

NOW, THEREFORE, and in consideration of the rents, covenants, and agreement herein contained, LESSOR does hereby lease to LESSEE, and LESSEE does lease from LESSOR the following premises, rights and privileges, on and to the Property described on Exhibit 1 attached hereto:

1. PREMISES. LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR that certain tract of land located at 180 E. Wausau Avenue including the improvements thereon (“Property”) as described in Exhibit 1, attached hereto and incorporated herein by reference.
2. DURATION OF LEASE. The term of this lease shall begin on the 26th day of October, 2020, and terminate on the 30th day of April, 2021. The LESSOR currently has an agreement with Barrelhouse LLC for the conveyance of the subject Property. Should the conveyance occur prior to April 30, 2021, the LESSOR will convey the Property to its successor in interest, subject to this Lease Agreement.
3. RENT. LESSEE agrees to pay to LESSOR as follows:

The rent shall be One Dollar (\$1.00) per month, beginning November 1, 2020. Payments shall be made at the office of the City Clerk at City Hall, 407 Grant Street, Wausau, Wisconsin, or mailed to that address. Payment shall be received by the 1st day of each month for which the rent is due until the expiration of the lease agreement or the conveyance of the property described in paragraph 2 above. (If the rent payment is made by mail, the money must be received by the City Clerk on or before the 1st day of each month.)
4. CONDITION OF PREMISES. LESSEE having inspected the demised premises, agrees to accept the premises in their present condition and state of repair and

acknowledges that LESSOR has made no representation as to the condition of the premises.

5. USE OF PREMISES. The premises shall be used for a winter farmers market, provided that any use shall be a use which is permitted by the zoning ordinances of the City of Wausau.
6. CARE OF PREMISES. LESSEE agrees to keep the premises in good repair and reasonably clean at its expense, to maintain in good repair all equipment which is within the building on the premises and to return the building and the premises to LESSOR in reasonably good condition, repairing or replacing all broken or missing articles. LESSOR shall have the right to inspect the premises at all reasonable times and if LESSEE fails to keep the premises in a reasonably clean condition, LESSOR may clean the premises and charge the costs thereof to LESSEE.
7. REPAIRS AND MAINTENANCE. LESSEE shall, during the term of this lease, keep the interior of the building on the demised premises in good order, and in a presentable appearance, reasonable wear and tear excepted, and shall keep the exterior premises reasonable free of debris and in good order and in a presentable manner. LESSOR's duties for maintaining the demised premises shall include, but shall not be limited to, repairs to the heating system, air-conditioning system, electrical system, plumbing system, walls, floors, ceilings, roof, and windows. In general, the structural components of the building shall be the responsibility of LESSOR to maintain.
8. CHANGES/IMPROVEMENTS OTHER THAN INTERIOR. It is agreed by and between the parties hereto that LESSEE shall not make any changes to or on or do anything to or on the exterior of the building, the land, the parking lot, or place any signs on the exterior of the building, unless specifically permitted by this agreement.
9. REMOVAL OF EQUIPMENT, FIXTURES, ETC. LESSEE may remove, at its own expense and without damage to the building or grounds, any equipment, fixtures, personal property, air conditioning equipment, or other similar items owned and installed by LESSEE in or on the demised premises, provided, however, that it leave the premises in the same condition of repair and as tenantable as they were at the making of this agreement and prior to the addition of such equipment, fixtures, etc.
10. EXTERIOR. It is agreed between the parties hereto that LESSOR shall be responsible for the exterior of the building, the doors and the windows, unless the repairs and/or maintenance is necessitated by an act or an omission of LESSEE or someone on the premises for the purpose of conducting business with LESSEE.
11. HEAT AND UTILITIES. It is agreed by and between the parties hereto that LESSEE shall pay and be responsible for any and all natural gas, electrical, heat, light, telephone, water, sewer and any other services and/or utility services used by it during the term of this lease.

12. GOVERNMENTAL REGULATIONS. LESSEE agrees to keep and occupy the premises in accordance with all police, sanitary, health, safety, and other rules, laws, and regulations imposed by any governmental authority.
13. PROPERTY INSURANCE. LESSOR agrees to keep the leased premises insured for fire and extended coverage for the full insurable value thereof. LESSEE agrees to insure all of LESSEE's property on the leased premises, and any improvements that LESSEE might make to the leased premises, for fire and extended coverage for the full insurable value thereof.
14. LIABILITY INSURANCE. LESSEE agrees to carry and pay the premiums for public liability insurance, including liability under the safe place statute, insuring LESSOR against liability for injury to property for at least Five Hundred Thousand Dollars (\$500,000) and against liability for injury to persons or for loss of life arising out of the use and occupancy of the demised premises, with limits of Two Million Dollars (\$2,000,000) per person and per occurrence, and shall furnish evidence of such insurance to LESSOR. In lieu of the foregoing, if LESSEE carries such public liability insurance under a blanket policy, LESSEE shall furnish LESSOR a current certificate to that effect which states the amount thereof, the type of coverage, and that LESSOR has been added as a coinsured for the demised premises. LESSOR shall have the right at any time to require LESSEE to raise the herein described limits of coverage. Such increase shall be implemented by LESSEE within thirty (30) days of notice by LESSOR.
15. INDEMNIFY AND HOLD HARMLESS. LESSEE agrees to indemnify LESSOR, and to save and hold LESSOR free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, which may be sustained by reason of damage or damages or injury to any person or persons or property or death to any person or persons, or by reason of any other liability imposed by law or by anything or by anyone else upon LESSOR, as the result of and/or due to LESSEE's operations on the premises which are the subject of this lease and/or as a result of and/or due to the presence of LESSEE on the premises which are the subject of this lease agreement and/or the result of and/or due to the existence of this lease agreement; and LESSEE agrees to indemnify and save and hold free and harmless any of LESSOR's appointed, hired, and elected officers, agents, employees and designees from the aforementioned judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature, and this specifically includes within this indemnification and hold harmless, attorney's fees and other costs of defense which may be sustained by and/or occasioned to LESSOR and/or any of LESSOR's appointed, hired, and elected officers, agents, employees and designees.
16. RELEASE. LESSEE hereby releases LESSOR, and its officers, agents, employees and designees from all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature, which may result from or be due to LESSEE's operations on the premises which are the subject

of this lease and/or as a result of and/or due to the presence of LESSEE on the premises which are the subject of this lease and/or as the result of and/or due to the existence of this lease agreement.

17. ASSIGNMENT—SUBLETTING. LESSEE may not assign or sublet all or any portion of the demised premises without the approval of LESSOR, which approval shall not be unreasonably withheld. LESSOR shall have the right to sell, assign, or transfer LESSOR's interest in this lease agreement.
18. SIGNS. LESSEE may not erect such signs, or place lettering or other types of identification upon the demised premises.
19. DAMAGE OR DESTRUCTION. In the event the demised premises shall be destroyed, or so damaged by fire, explosion, windstorm, or other casualty so as to be untenable, LESSOR shall not be bound to restore the demised premises, and this lease agreement shall be immediately terminated. In the event the damage does not render the demised premises untenable, LESSOR shall restore the demised premises with reasonable dispatch and while such damage is being repaired, LESSEE shall be entitled to an equitable abatement of rent. LESSOR shall not be liable or responsible for any delays in rebuilding or repairing due to strikes, riots, acts of God, national emergency, act of a public enemy, governmental laws or regulations, inability to procure materials, labor, or any other causes beyond its control.
20. TERMINATION OF LEASE BY LESSOR. If default is made in the payment of rent, at the times above stated, or if LESSEE shall break any of the covenants and agreements herein contained, or shall willfully or maliciously do injury to the premises, or shall file a petition in bankruptcy or have an involuntary petition in bankruptcy filed against him, or make an assignment for the benefit of creditors, LESSOR or its legal representatives shall have the right at any time thereafter, without notice, to declare this lease void and the term herein contained ended, and may re-enter the premises and expel LESSEE, using such force as may be necessary, without prejudice to any remedies which LESSOR may have to collect arrears of rent.
21. LESSOR'S OPTION TO CURE LESSEE'S BREACH. In the event of any breach hereunder by LESSEE, either in payment of insurance premiums, personal property taxes, charges, rents, fees or licenses levied, charged, or assessed by governmental authority, or in the making of repairs or maintenance, or in failing to deposit policies, or in any other covenants and agreements herein contained, LESSOR may immediately, or at any time thereafter, after five (5) days written notice to LESSEE, cure such breach at the expense of LESSEE. If LESSOR, at any time, by reason of such breach, is compelled to pay, or elects to pay, any money or to do any act which will require the payment of any money, or is compelled to incur any expenses, including reasonable attorney's fees, in instituting or prosecuting any action or proceeding to enforce LESSOR's rights hereunder, the sums so paid by LESSOR with interest at the rate of 10 percent per annum from the date of payment thereof, shall

be deemed additional rent hereunder and shall be due from LESSEE to LESSOR from the time of disbursement. It is agreed that after the service of any notice, or the commencement of suits, or after final judgment for possession of the premises, LESSOR may receive and collect any rent or additional rent due without prejudice to or waiver of an effect upon the said notice, suit, or judgment.

22. CUMULATIVE REMEDIES. All rights and remedies of LESSOR herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law, and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.
23. NOTICES. Any notice required or permitted under this lease agreement shall be deemed sufficiently given or served if sent by certified mail, return receipt requested, to LESSEE at 5417 County Road M, Junction City, WI 54443, and to LESSOR at City Hall, 407 Grant Street, Wausau, WI 54403. Either party may, by proper notice, at any time from time to time, designate a different address to which notice shall be sent. Notices given in accordance with these provisions may also be made through personal receipt by the party to whom the notice is addressed.
24. INSPECTION. LESSOR or its agents or representatives shall have the right to enter and inspect the premises at reasonable times including during usual business hours and at any time in the event of an emergency that would substantially jeopardize LESSOR's interest in the leased premises.
25. SURRENDER OF PREMISES. LESSEE agrees and covenants that at the termination of this lease agreement or any renewal thereof, it will quietly and promptly yield and surrender said premises to LESSOR in as good condition of repair as when taken by it, reasonable wear and tear and damage by the elements alone excepted.
26. SECURITY DEPOSIT. LESSEE shall furnish to LESSOR a security deposit in the amount of Five Hundred Dollars (\$500) at the execution of this lease in order to guarantee performance by LESSEE.
27. SNOW REMOVAL, GRASS CUTTING, AND MAINTENANCE. LESSEE shall be responsible for removal of snow and ice from the parking lot and from the drive approaches, and LESSEE shall place the snow, or haul away the snow, so as not to cause visual obstructions for traffic or problems for neighbors; LESSEE shall be responsible for cutting the grass and other growth on the premises and on the boulevards between the sidewalks and the streets. LESSOR shall be responsible for the removal of snow from the sidewalk abutting the property and for surface maintenance of the parking lot, unless the maintenance is necessitated by damage caused by snow plowing or by anything other than normal wear and tear.
28. Should LESSEE remain on the premises subsequent to the termination date, LESSEE shall be considered as a month-to-month tenant upon the same terms and conditions as this lease and LESSOR shall have the right to terminate said tenancy upon thirty (30) days notice.

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

CITY OF WAUSAU BY:

WAUSAU AREA WINTER FARMERS
MARKET, LLC BY:

Katie Rosenberg, Mayor

Print Name_____

Leslie M. Kremer, Clerk

Print Name_____

EXHIBIT 1

Lot one (1) of Certified Survey Map No. 14150 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 62 of Certified Survey Maps on page 157, as Document No. 1431494; being part of Government Lot one (1) in Section twenty-four (24), township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin; subject to easements of record.

RESOLUTION OF TRANSIT COMMISSION

Approve Local Share Funding of Bus Purchases

Committee Action: Approved 5-0

Fiscal Impact: \$93,813.69

File Number: 19-1109

Date Introduced: October 13, 2020

FISCAL IMPACT SUMMARY

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Budget Source: Transit Reserves</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$93,813.69</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, the City of Wausau will receive funds from the State of Wisconsin for the replacement of 7 transit buses operated by Metro Ride; and

WHEREAS, the new buses will be acquired from a purchasing contract established by the State of Wisconsin; and

WHEREAS, the cost to be paid by the City of Wausau is projected to exceed the amount budgeted for the procurement; and

WHEREAS, the City of Wausau Finance Committee has reviewed and recommends a budget amendment of \$93,813.69 to be funded by Metro Ride Fund reserves;

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, that the proper City Official(s) be hereby authorized and directed to allocate an additional \$93,813.69 to fund the acquisition of 7 buses to come from Metro Ride Fund reserves 164-30003.

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

Approved:

Katie Rosenberg, Mayor



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Wausau, WI 54403
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TDD 715-843-6827
Fax: 715-842-1541
<http://metroride@ci.wausau.wi.us>

MEMO

To: City of Wausau Finance Committee
From: Greg Seubert, Transit Director 
Subject: Bus Procurement Budget Request
Date: September 18, 2020

Last fall, the City of Wausau executed a grant agreement with the State of Wisconsin, for the purpose of acquiring 4 buses, using the State of Wisconsin's VW settlement fund. The grant was intended to cover the base price of the bus, but no options or upgrades. Inflation had increased bus prices by the time the grant was awarded, so the Common Council allocated an additional \$60,000 to cover the cost. We decided at that time to forgo some of our standard vehicle options and purchase very basic buses from the WisDOT transit bus contact. But the WisDOT procurement process took longer than I anticipated and staffing challenges and the pandemic put the project on hold for a number of months. I finally got the go ahead to purchase from WisDOT last week.

In the meantime, the Governor's office announced this week that Wausau will be awarded additional VW Settlement funds for the purchase of 3 more buses. We should be able to order all 7 buses at the same time. Delivery will occur 12-14 months following placement of the order.

Before we proceed, I would like to revisit the project budget and consider the allocation of more local funds. Inflation has increased vendor prices and I would like to consider adding some of our standard options to the procurement. Options involving airflow are now of particular concern and standardizing other bus components will reduce the cost of parts inventories and employee training in the long run. Since the Metro Ride reserve fund will be enhanced significantly this year by CARES Act funds, the time to consider these options is now.

Enclosed is a VW Grant and Bus Procurement Summary. The Council has previously authorized \$528,396.72 in the form of reduced shared revenue payments for a period of ten years (\$57,839.67 annually) and an additional \$60,156. The total of this request is \$93,813.69. The local share of this procurement is now 24% of the total, up from 20% in the original project budget.

VW GRANT AND BUS PROCUREMENT SUMMARY

		Gillig				
		35' Bus Price				
		Diesel Bus	\$411,111.01			
		Delivery to Wausau	\$5,478.00			
		Base Cost per bus	<u>\$416,589.01</u>			
		Optional Equipment not in Base Price	<u>\$18,547.46</u>			
		Total Base plus Optional Equipment	\$435,136.47			Annual Shared Revenue
Grant Award vs. Price		Per Bus	Total	State Share	Local Share	Reduction
Grant 1	Original Grant Request (7 buses)	\$403,248.00	\$2,822,736.00	\$2,258,189.00	\$564,547.00	\$56,455.00
	Grant Award (4 buses)	\$404,748.00	\$1,618,992.00	\$1,295,194.00	\$323,798.00	\$32,380.00
	Gillig Price (4 buses)	\$435,136.47	\$1,740,546.00	\$1,295,194.00	\$445,352.00	\$32,380.00
Grant 2	Grant Application Round 2 (3 buses)	\$422,831.00	\$1,268,493.00	\$1,014,794.40	\$253,698.60	\$25,369.86
	Grant Award (3 buses)	\$424,331.20	\$1,272,993.60	\$1,018,394.88	\$254,598.72	\$25,459.87
	Gillig Price (3 buses)	\$435,136.47	\$1,305,409.41	\$1,018,394.88	\$287,014.53	\$25,459.87

Project Budget Summary

	Total Award	State Share	Local Share	Annual Repayment
Grant Award	\$2,891,985.60	\$2,313,588.88	\$578,396.72	\$57,839.67
Bus Cost	\$3,045,955.29	\$2,313,588.88	\$732,366.41	24.04% local %
Difference	<u>\$153,969.69</u>	\$0.00	<u>\$153,969.69</u>	
Shortfall 1st VW Grant - 4 buses			\$121,553.88	
Shortfall 2nd VW Grant - 3 Buses			<u>\$32,415.81</u>	
			<u>\$153,969.69</u>	
Allocated by resolution previously			\$60,156.00	
Current request			<u>\$93,813.69</u>	
			<u>\$153,969.69</u>	

Optional Equipment Summary	Price	
2021 EPA Mandated Emissions	\$2,900.00	
Radiator Tank Guard	\$0.00	\$416.00
Alternator	\$441.85	
Engine Oil Extractor Port	\$44.00	
Allison B400R Transmission	\$4,167.07	
Allison Fuel Sense Software	\$600.00	
Wheels - Spare	\$0.00	\$120.00
Tires - Spare	\$0.00	\$725.00
Fuel Filler - Emco Wheaton	\$379.00	
Painted Jacking Points - None	-\$50.00	
Battery Tie Downs	-\$37.00	
Front Door heater	\$340.64	
Exit area heater	\$989.26	
Under Seat Heater	\$420.08	
Driver's Fan	\$94.00	
Ad Frame - Street Side	\$0.00	\$307.99
Ad Frame - Curb Side	\$0.00	\$307.99
Ad Fram - Rear	\$0.00	\$245.95
Passenger Seats - AMSECO w/Pivot Restr.	\$0.00	\$4,866.00
Drivers Seat - USSC	\$205.69	
Rear Door Stop Request - No	-\$25.00	
Information Station - Obic 19/21 3P 1Tab	\$356.00	
Passenger Windows - Full-Height Sliders	\$1,897.98	
Headlamps	-\$341.00	
Farebox Guard	\$203.51	
Transfer Cutter	\$64.00	
Passenger Counter	\$320.00	
Floor Construction: Rubber flooring	-\$435.32	
Streetside Exterior Mirror	\$143.00	
Curbside Mirror	\$112.00	
Video Surveillance System	\$0.00	\$3,066.00
Bike Rack Brackets	\$131.00	
Bloodborne Pathogen Kit	\$0.00	\$38.09
Driver's Dash Gauges	\$50.00	
Exterior Paint	\$1,919.70	
Exterior Graphics	\$3,657.00	
Total Cost of Options (per bus)	\$18,547.46	