



# OFFICIAL NOTICE AND AGENDA

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

Meeting of the: **FINANCE COMMITTEE**  
 Date/Time: **Tuesday, January 9, 2024, at 5:30 PM**  
 Location: **City Hall (407 Grant Street) - Council Chambers**  
 Members: Lisa Rasmussen (C), Doug Diny (VC), Michael Martens, Sarah Watson, Carol Lukens

## AGENDA ITEMS

- 1 Minutes of the previous meeting(s) (12/5/2023, 12/19/2023).
- 2 Discussion and possible action on Fee Schedule Parking Permits Lot 6.
- 3 Discussion and possible action on First Amendment American Rescue Plan Act Subrecipient Agreement with Catholic Charities.
- 4 Discussion and possible action on approving Primary Towing Services Agreement with Joe Rader Towing, LLC and Secondary Towing Services Agreement with Lightning Towing.
- 5 Discussion and possible action on approving accepted offers for the following parcels in the Stewart Avenue, South 72nd Avenue to South 48th Avenue street project:  
 Parcel 7 (7000 Stewart Avenue) – New Highway Right of Way Fee/Permanent Limited Easement/Temporary Limited Easement  
 Parcel 16 ( 6631 Stewart Avenue) – New Highway Right of Way Fee/Temporary Limited Easement
- 6 Discussion and possible action on accepting dedication of a portion of 7110 Stewart Avenue and a portion of 6601 Stewart Avenue for public right-of-way.
- 7 Discussion and possible action on approving counteroffer for the following parcel in the Stewart Avenue, South 72nd Avenue to South 48th Avenue street project:  
 Parcel 2 (7500 Stewart Avenue) – Temporary Limited Easement/Landscaping  
**CLOSED SESSION** pursuant to s. 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: approving counteroffer for the following parcel in the Stewart Avenue, South 72nd Avenue to South 48th Avenue street project - Parcel 2 (7500 Stewart Avenue) – Temporary Limited Easement/Landscaping.  
**RECONVENE** into Open Session, to take action on Closed Session item.

Adjourn  
Lisa Rasmussen, Chair

**NOTICE: It is possible and likely that members of, and possibly a quorum of members of the Committee of the Whole or other committees of the Common Council of the City of Wausau may be in attendance at the above-mentioned meeting. No action will be taken by any such groups.**

Members of the public who do not wish to appear in person may view the meeting live over the internet, 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 [mary.goede@ci.wausau.wi.us](mailto:mary.goede@ci.wausau.wi.us) with "Finance Committee 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 Chair.

**This Notice was posted at City Hall and faxed to the Daily Herald newsroom 1/5/2024 at 4:00 PM**

*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](mailto: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.*

Other Distribution: Media, (Alderspersons: (Kilian, Gisselman, McElhane, Herbst, Larson, Henke), \*Rosenberg, \*Jacobson, \*Groat, Department Heads

## **FINANCE COMMITTEE**

Date and Time: Tuesday, November 21, 2023 @ 5:15 P.M., Council Chambers

Finance Committee Members Present: Lisa Rasmussen (C), Michael Martens (VC), Sarah Watson, Doug Diny, Carol Lukens

Economic Development Committee Members Present: Sarah Watson (C), Chad Henke (VC), Lisa Rasmussen, Tom Kilian, Carol Lukens

Others Present: Mayor Rosenberg, MaryAnne Groat, Anne Jacobson, Jeremy Kopp, Gerry Kline, Eric Lindman, Liz Brodek, Randy Fifrick, Kody Hart, Alder Gisselman

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 5:15 P.M.

Noting the presence of a quorum Chairperson Watson called the meeting to order at 5:15 P.M.

### **JOINT AGENDA ITEM FOR CONSIDERATION WITH THE ECONOMIC DEVELOPMENT COMMITTEE - Discussion and possible action on TID 6 termination, subtraction, or extension for affordable housing and lead service line replacement (Brodek, Groat, Dahl (Ehlers))**

Kilian stated support for extending the TID funding to provide resources for affordable housing and wanted a more formalized plan attached to specific projects. It was stated that all the funding of the extension should go to affordable housing development.

Rasmussen stated that the impact of the funding would be greater if they went to affordable housing projects when weighed over using funding for lead line replacements. It was stated that this could be used for projects across the city rather than only within the TID boundaries.

Watson stated that many of the affordable housing projects use ARPA funding which have a limited time for those funds to be spent and that extending the funding for this purpose would help those projects complete on time.

Lukens stated agreement that the city should complete as much affordable housing as possible with the funds available.

Martens stated agreement in spending the additional funds on affordable housing as much of the lead line replacement funding is already available. It was stated that tying specific funding to affordable housing plans would incentivize the Common Council to support affordable housing projects in the future.

Rasmussen stated that there is a possibility of a spend-down issue with ARPA funding and that this funding could help mitigate that issue by providing gap funding.

Diny stated support for spending the funds on affordable housing citing an apartment complex which is moving away from affordable housing and prompting an increased need for even more affordable housing.

Motion by Martens, seconded by Watson, for the Finance Committee to approve keeping TID 6 open and reclaiming the entire increment for affordable housing with a plan to be drafted for allocation of those funds to be enacted upon by the Common Council. Motion carried 5-0.

Motion by Kilian, seconded by Rasmussen, to approve the same motion for the Economic Development Committee. Motion carried 5-0.

The Economic Development Committee continued with its portion of the agenda and adjourned their portion of the meeting at 6:49 P.M. Minutes for that portion are separate.

The Finance Committee continued with its portion of the agenda.

### **Minutes of the previous meeting(s) (11/21/2023, 11/28/2023).**

Motion by Diny, seconded by Martens, to approve the minutes. Motion carried 5-0.

### **Discussion and possible action regarding updates to the 2024 Fee Schedule - EMS rates.**

Motion by Watson, seconded by Lukens, to approve the 2024 Fee Schedule – EMS rates. Motion carried 5-0.

**Discussion and possible action regarding lease contract with the City-County Information Technology Commission.**

Motion by Lukens, seconded by Martens, to approve the contract. Motion carried 5-0.

**Adjourn**

Motion by Diny, second by Watson, to adjourn the meeting. Motion carried.

Meeting adjourned at 5:59 P.M.

*For full meeting video on YouTube: <https://www.youtube.com/watch?v=oDU114ESV8Y>*

DRAFT

## **FINANCE COMMITTEE**

Date and Time: Tuesday, December 19, 2023 @ 6:00 P.M., Council Chambers

Members Present: Lisa Rasmussen, Doug Diny, Michael Martens, Sarah Watson, and Carol Lukens

Others Present: Mayor Rosenberg, MaryAnne Groat, Matt Barnes, Jeremy Kopp, Eric Lindman, Kaitlyn Bernarde, Alder Herbst, Alder Gisselman

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 6:00 P.M.

### **Sole source for Walker parking to prepare the McClellan Ramp demo specs.**

Diny questioned what inputs entail that specifies of a demolition. It was stated that the specs are needed to ensure the demolition is conducted properly and with consideration of other structures in the vicinity. Diny further questioned if construction monitoring means oversight over the demolition itself.

Motion by Diny, second by Martens, to approve the sole source. Motion carried 5-0.

### **Adjourn**

Motion by Watson, second by Lukens, to adjourn the meeting. Motion carried.

Meeting adjourned at 6:03 P.M.

For full meeting video on YouTube: <https://www.youtube.com/watch?v=5nbXgtXHvXA>



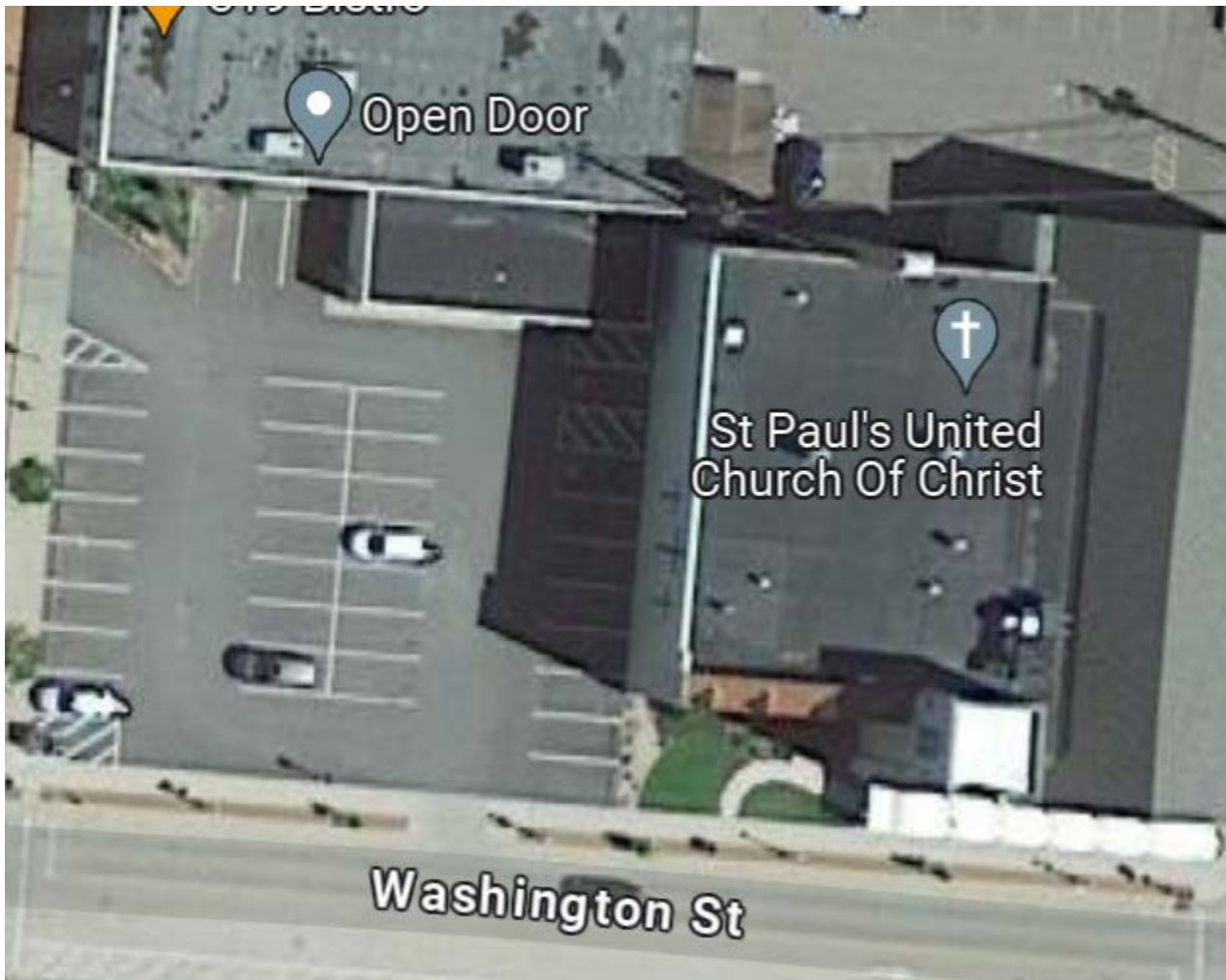
**TO: FINANCE COMMITTEE**

**FROM: MARYANNE GROAT**

**DATE: January 5, 2024**

**RE: Parking Permits in Lot 6**

Currently parking in Lot 6 is restricted to hourly parking. We have had a request by Becher Hoppe to sell permits. Our parking lease agreement gives the church sole use for funerals. Any permits would be invalid during these church events. The lot has 39 stalls and the request would be for 10 permitted stalls. The recommended price is \$38





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Planning, Community and Economic Development  
Liz Brodek, Development Director

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TEL: (715) 261-6680  
FAX: (715) 261-6808

## MEMO

TO: Finance Committee members

FROM: Tammy Stratz, Community Development Manager

RE: First Amendment American Rescue Plan Act Subrecipient Agreement – Catholic Charities

DATE: January 5, 2024

As you will all recall, Council had approved ARPA funding to assist with both the year-round Warming Center and starting a Day Center. There were several changes to the funding requests as documented on Resolutions dated September 27, 2022, December 13, 2022, March 14, 2023, and August 28, 2023 – the last one was in regards to terminating our agreement with Open Door for the Day Center and returning to Catholic Charities to provide this service.

This last resolution discussed the previously set aside amount of \$51,129 that Catholic Charities could utilize towards the oversight of Open Door providing the Day Center. Since that agreement was never put into place, there is a question of what to do with that amount. (See attached resolution.) The two options are to 1) return the unobligated \$51,129 into the ARPA unused bank or 2) keep it with this amendment to cover the funding that was utilized by Open Door when they were providing the service.

Also attached is the draft First Amendment reflecting the additional funds to Catholic Charities so they could open the Day Center. Both options are reflected in that agreement. The new resolution will be drafted once a decision is made for this remaining \$51,129 and it will be brought to City Council on January 23, 2024. If you have any questions or concerns before the meeting, please feel free to call me at 715-261-6682 or e-mail me at [tammy.stratz@ci.wausau.wi.us](mailto:tammy.stratz@ci.wausau.wi.us).

Thank you.

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

**RESOLUTION OF THE FINANCE COMMITTEE**

Approving Termination of American Rescue Plan Act Subrecipient Agreement between the City of Wausau and The Open Door

Committee Action:      Approved 5-0

Fiscal Impact:

**File Number:**            23-0817

**Date Introduced:**      August 28, 2023

**FISCAL IMPACT SUMMARY**

<b>COSTS</b>	<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>
<b>SOURCE</b>	<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**, on September 27, 2022, the Common Council authorized a budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery (“ARPA”) Funded Projects and modified the 2022 Budget to encumber \$540,000 of such funds for the Catholic Charities Year Round Warming Center, to operate a 365 day nighttime warming center and day center; and

**WHEREAS**, on December 13, 2022, the Common Council amended its resolution of September 27, 2022, to correct the budget amendment required to fund the foregoing project, by adding \$237,991.00 to the previously approved \$540,000 of ARPA funds, for a total of \$777,991; and

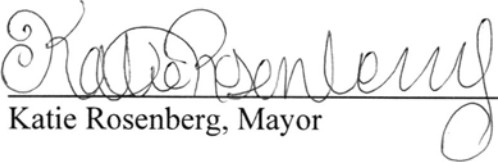
**WHEREAS**, on March 14, 2023, the Common Council authorized a budget amendment to increase funding to Catholic Charities in the requested additional amount of \$51,129 for the costs of program implementation (administration, budgeting and reporting) in partnership with The Open Door operating a day center, and authorized separate contracts attached to the Resolution - one with Catholic Charities with an award amount and budget not to exceed \$590,000, and one with The Open Door, with an award amount and budget not to exceed \$239,119.31; and

**WHEREAS**, The Open Door has experienced challenges replacing its Executive Director and meeting its ongoing obligations under the Agreement, and your Finance Committee, on August 22, 2023, unanimously recommended termination of the Agreement with The Open Door, effective upon 30 days’ written notice; and

**WHEREAS**, any funding unobligated to the Open Door through their contract will be available to Catholic Charities to operate a Day Center as part of their original Agreement. The additional requested \$51,129, while authorized, has not been obligated, because a partnership agreement between Catholic Charities and Open Door never developed.

**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council authorizes the termination of the American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Agreement with The Open Door, and authorizes staff to effect such termination.

Approved:

  
Katie Rosenberg, Mayor



## FIRST AMENDMENT AMERICAN RESCUE PLAN ACT SUBRECIPIENT AGREEMENT

This Amendment (“Amendment”) to the American Rescue Plan Act Subrecipient Agreement between the City of Wausau, (“The City”) and Catholic Charities of the Diocese of La Crosse, Inc., (“Subrecipient”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

WHEREAS, the Common Council, on September 27, 2022, approved allocating \$540,000 to Subrecipient for a two-year contract to operate a year round nighttime warming center and day center; and

WHEREAS, on December 13, 2022, the Common Council amended its September 27, 2022, budget amendment by adding an additional \$237,991 to Subrecipient for the warming center for a total allocation of \$777,991; and

WHEREAS, on March 14, 2023, the Common Council approved the Subrecipient and The Open Door to partner with The Open Door operating the day warming center for an additional cost of \$51,129 bringing the total allocation to \$829,120; and

WHEREAS, The City and Subrecipient entered into an American Rescue Plan Act Subrecipient Agreement to provide the community a nighttime shelter for unhoused individuals in our community from May 1 – October 31 dated August 10, 2023 (“Agreement”) for a budget not to exceed \$591,129; and

WHEREAS, the Common Council, on August 28, 2023, terminated the American Rescue Plan Act Subrecipient Agreement between The City and The Open Door; and

WHEREAS, per the August 28, 2023, resolution, any funding unobligated to The Open Door would be available to Subrecipient to operate a day warming center as part of their Agreement with the exception of the \$51,129 authorized, but unobligated because no agreement developed between Catholic Charities and The Open Door; and

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. As to paragraph A., Award Information, the Amount of Award and Budget Not to Exceed shall be \$727,308.37 (\$540,000 + \$187,308.37) or \$778,436.37 (\$591,128 + \$187,308.37)
2. Exhibit A is hereby substituted as attached.

To the extent not amended above, the remainder of the terms in the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF WAUSAU BY:

CATHOLIC CHARITIES BY:

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Katie Rosenberg, Mayor

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Roberto Partarrieu, Executive Director

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Kaitlyn A. Bernarde, Clerk

DRAFT

## EXHIBIT A – PROJECT DESCRIPTION

In consideration of the award to them not to exceed \$778,436.67 or \$727,308.37, Catholic Charities agrees to operate a nighttime shelter and day service space for unhoused individuals 365 days per year.

Following are the items Subrecipient agrees to provide with the Agreement:

1. Utilize funding for the Wausau Warming and Day Centers so that sheltering operations are 365 days and nights per year.
2. Provide staff or volunteers trained in safety practices and de-escalation tactics for the Wausau Warming and Day Centers at all times that guests are on site.
3. Provide administrative, payroll, and fiscal agent support in the hiring of staff for the Wausau Warming and Day Centers.
4. Provide bus passes to shelter guests and unhoused persons needing transportation.
5. Provide staffing, programming, and services to guests within the Wausau Warming and Day Centers.
6. Actively encourage and ensure guests utilize facilities located on site in a proper and approved manner and not to disrupt other agencies located within the Community Partners Campus.

## **Primary Towing Services Agreement**

**THIS AGREEMENT** is made on the date this Agreement is executed by and between Joe Rader Towing LLC (“Tow Company”), a Wisconsin limited liability company with a principal place of business at 4701 North 32<sup>nd</sup> Avenue, Wausau, WI 54401, and City of Wausau (“City”) a Wisconsin municipal corporation, 407 Grant Street, Wausau, WI 54403, collectively referred to as the “Parties.”

### **RECITALS**

The City wishes to be provided with the primary towing services outlined below by Tow Company and Tow Company agrees to provide the towing services outlined below to the City on the terms and conditions of this agreement. Lightning Express Towing will provide the City with services outlined in a separate agreement titled “Secondary Towing Services Agreement” in the event Tow Company is unable to timely accommodate the City’s request to tow.

### **1. TERM**

This Agreement shall become effective upon the date of the last party to sign the Agreement and, unless sooner terminated as provided, shall remain in full force and effect for a term of two (2) years from such date. Two (2) months prior to the expiration of the term, the City will issue another Request for Proposal of Towing Services. At that time, Tow Company may submit another response for the City’s consideration.

### **2. DEFINITIONS - TYPES OF TOWING SERVICES**

- Non-consensual/no-preference tows/abandoned vehicles – When the owner of the vehicle cannot be located and/or does not choose which tow company to use to tow the vehicle
- Evidence tows – When a vehicle that needs to be towed is considered evidence
- City owned vehicle tows – When a vehicle, owned by the City, needs to be towed

### **3. PERFORMANCE REQUIREMENTS**

#### **1. Rules of Conduct**

The Tow Company shall conduct business in an ethical, orderly manner, endeavoring to obtain and keep the confidence of the community.

#### **2. Regulation**

The Tow Company shall comply with all applicable laws, regulations and ordinances including those that regulate tow units, impoundment, towing, storage, selling or junking of vehicles.

#### **4. OBLIGATIONS OF TOW COMPANY**

##### **a. DISPOSITION REQUIREMENTS AND OBLIGATIONS FOR ABANDONED VEHICLES**

In the event that the Tow Company tows an abandoned vehicle, as defined in Wausau City Ordinance 10.08.040 and Wis. Stat. § 342.40, the City would not be responsible to the Tow Company for any costs related to towing or impoundment of a non-stolen abandoned vehicle. Tow Company will fulfill all obligations of the City, as required by Wis. Stat. 342.40, in terms of notice of sale by certified mail to owner/lienholders, auctioning of the abandoned vehicle, notifying WIDOT/DMV, and providing a certificate of transfer to the purchaser of the abandoned vehicle. The Tow Company shall use these proceeds to cover the costs of towing and storage of the abandoned vehicle. Any remaining amount shall be returned to the City to be placed into a general fund. Tow Company is required to keep detailed records of all costs associated with each abandoned vehicle and sale price of said vehicle. Tow Company shall provide these records to the City monthly, just as described below in #6. Tow Company shall allow the City to inspect these records when requested. Failure to provide these records or failure to properly account for each abandoned vehicle, will be considered a default and grounds to terminate the Towing Services Contract. Failure to abide by the requirements of Wis. Stat. § 342.40 will also be considered a default and grounds to terminate the Towing Services Contract.

##### **b. AREA OF SERVICE FOR ALL TYPES OF TOWS**

Vehicles shall be towed from their stalled or parked location to another location within the City or not more than six miles outside of the City's corporate limits as directed by a City agency.

##### **c. VEHICLE STORAGE FOR ALL TYPES OF TOWS**

1. Standard storage and secure storage must be provided when required by the City. Secure storage shall mean that the towed vehicle shall not be accessible to anyone without the express verbal or written permission of the Wausau Police Department. Standard storage shall consist of at a minimum a fenced lot or yard with security style fencing and locked gate sufficient to keep trespassers out and vehicles in; or a lot with an attendant on duty at all times; or with the prior approval of the City, some combination of fencing and on duty attendant. Vehicle owners shall not be denied access to vehicles held in standard storage. Tow Company shall follow all applicable laws, including Wis. Stat. §779.415(1)(b) and 349.13(5)(b)2 regarding access to and release of personal property in vehicles being stored at the direction of the Wausau Police Department.
2. Tow Company shall not charge a "lot fee" or access fee for citizens to access their vehicles stored at Tow Company's storage facility.
3. All vehicles shall be protected from vandals and pilferage.
4. The Tow Company shall keep a computerized log of towed vehicles, name and contact information of any individual granted access to a vehicle, date, and time of

access by any individual, documentation of any item removed by any individual from any vehicle, and the date of actual release of any vehicle and the name and contact information of the individual to whom a vehicle is released.

5. Tow Company shall answer the phone twenty-four (24) hours a day, seven (7) days a week to give an immediate response to the customer. In the event no one is available to release a stored vehicle upon request, due to the request occurring after normal business hours, Tow Company agrees to waive any storage charges that are assessed for the day the request for release was made.
6. No vehicle entrusted to the Tow Company shall be operated by any Tow Company personnel except to relocate the vehicle within the storage area.
7. Tow Company shall be responsible for the reasonable care of the vehicle and shall be responsible for damage or loss to the vehicle and its contents caused by the Tow Company's negligence or failure to exercise reasonable care of the vehicle. Tow Company shall be responsible and liable for the replacement or payment of any loss of contents listed on the inventory of contents.

## **5. OBLIGATIONS OF THE CITY**

The City, by way of its employee handling the matter that necessitates towing services that fall under this Agreement, will inform Tow Company at the time of the towing request, that the type of tow needed falls under this Agreement. In the case of a Wausau Police Officer informing the Marathon County Dispatch that a tow, under this Agreement, is needed, the Wausau Police Officer will inform Marathon County Dispatch to convey to Tow Company that the type of tow is a tow falling under this Agreement. Additionally, the Wausau Police Officer will confirm with the Tow Company employee that arrives to the scene that the requested tow is a tow covered by this Agreement.

## **6. PRICE**

### Non-Consensual/No-Preference Tows/Abandoned

**Accident Vehicles-** (These costs are based on a typical accident in the City of Wausau)

- Base accident rate hook-up - \$180.00
- Mileage rate from pick up location to destination - \$3.00/mile
- Labor rates vary depending on severity of accident
  - If any winching and/or labor is needed, the labor rate may range from \$40.00 - \$160.00
    - Labor rate is \$40.00 for every 15 minutes on scene
    - This could include winching, clean up, and securing loose parts of the vehicle before or after the initial hook up
- After hour rate (6:00 PM – 6:00 AM) - \$40.00
- Daily storage rate - \$50.00
- No key charge - \$40.00

**Disabled Vehicles-** (Vehicles that breakdown on the roadway)

- Base rate hook-up - \$85.00
- Mileage rate from pick up location to destination - \$3.00/mile
- Labor rate is \$40.00 for every 15 minutes on scene
- After hour rate (6:00 PM – 6:00 AM) - \$40.00
- Daily storage rate - \$55.00
- No key charge - \$40.00

**Abandoned Vehicles**

- Base rate hook-up - \$85.00
- Mileage rate from pick up location to destination - \$3.00/mile
- Labor rate is \$40.00 for every 15 minutes on scene
- Daily storage rate - \$40.00
- No key charge - \$40.00
- After hour rate - \$40.00 (6:00 PM – 6:00 AM)

Evidence Tows

**Evidence Tows**

- Base rate hook-up - \$180.00
- Mileage rate from pick up location to destination - \$3.00/mile
- If any winching and/or labor is needed, the labor rate may range from \$40.00-\$160.00
  - Average labor rate is \$40.00 for every 15 minutes on scene
    - This could include winching, clean up, & securing loose parts of vehicle before or after the initial hook up
- Daily storage rate - \$55.00
- No key charge - \$40.00
- After hour rate - \$40.00 (6:00 PM – 6:00 AM)

City-Owned Vehicle Tows

**City-Owned Vehicle Tows** (*keys must be present for the loading and unloading of all City Owned Vehicles*)

- WPD squad vehicles - \$0
- City of Wausau Light/Medium Duty Vehicles
  - Base rate hook-up - \$85.00
  - No mileage charge

**7. BILLING**

1. Invoices for services provided by Tow Company shall be sent the first of every month to:

City of Wausau Police Department  
515 Grand Avenue  
Wausau WI 54403

2. The City is responsible for all charges for towing and storage of City owned vehicles and evidence tows only and the Tow Company shall bill the City for all such services. Charges for vehicles that are towed and stored by order of the City, but which are not owned by the City and not considered evidence, are the responsibility of the owner of such vehicles. Storage rates charged

to privately owned vehicles shall be no greater than those charged to the City under this contract. The City of Wausau shall not be responsible for payment of towing charges for non-City owned vehicles which are in violation of a prohibition, limitation or restriction on stopping, standing or parking imposed under Chapter 342, 346 and 349 of the Wisconsin Statutes or other purposes.

3. Monthly billing statements once all charges are finalized and/or paid, shall contain a breakdown of the type of tow (illegally parked vehicles, city owned vehicles and the like), the date and location of tow, the license number or VIN of the vehicle towed, the make of the vehicle, the cost of the tow, the storage start and end dates, and the total number of days stored. Tow Company will be responsible for drafting these monthly billing statements, including the information described above, in an organized, easy to understand format, that may need to be modified from time to time, based on the wishes of either Party.

## **8. INSURANCE REQUIREMENTS**

### **a. GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND EXCESS LIABILITY**

Tow Company shall secure and maintain in force throughout the duration of this contract such General Liability and Property Damage Insurance as shall protect it and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by the Tow Company, or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:

1. Comprehensive General Liability, \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.
2. Automobile Liability, \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.
3. Excess Liability Coverage, \$1,000,000 over the General Liability and Automobile Liability Coverages.

### **b. WORKERS COMPENSATION INSURANCE**

Tow Company shall obtain and maintain throughout the duration of this contract statutory Worker's Compensation Insurance for all of its employees employed during the duration of this contract. In case any work is sublet, the Tow Company shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by protection afforded by the Tow Company.

### **c. PROOF OF INSURANCE**

1. The Tow Company shall furnish the City Attorney with a Certificate of Insurance, naming the City as an additional insured, countersigned by a Wisconsin Resident Agent or Authorized



Representative of the insurer indicating that the Tow Company meets the insurance requirements identified above.

2. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon (30) days prior written notice to the City Attorney and specify the name of the contract or project covered.

3. The Certificate of Insurance shall be delivered to the Tow Company, with a copy of the Certificate of Insurance to be delivered to the City Attorney for approval prior to the execution of this contract.

4. The Certificates shall describe the contract by name in the "Description of Operations" section of the form.

## **9. INDEMNIFICATION**

Tow Company hereby agrees to indemnify, defend and hold harmless the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Tow Company or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Tow Company shall reimburse the City of Wausau, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Tow Company employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Tow Company's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

Notwithstanding anything herein to the contrary, no provision in this Agreement shall be construed as a waiver of the City's governmental immunities or right to receive a notice of a claim as set forth in Wis. Stat. § 893.80.

## **10. TERMINATION OF CONTRACT**

### **1. Default**

This contract may be terminated by either party for failure by the other party to perform under the terms of this contract, through any cause not beyond the control of such party, by the giving of written notice to such party. In this event, termination shall be effective 30 days after receipt of such notice, if such named default remains uncured. In the event of default by Tow Company, Tow Company shall be not be entitled to compensation for work or services unsatisfactorily or improperly performed.

### **2. Insolvency and Bankruptcy**

This contract may be terminated by City if Tow Company becomes insolvent or bankrupt and cannot pay its debts or obligations when they become due, files a petition in bankruptcy or has such a petition filed against it, has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course. Termination shall be effective immediately upon receipt of notice.

### **3. For Convenience**

Any Party may terminate this contract upon ninety (90) days written notice to the other Party, unless the Parties mutually agree on another time frame. Such termination shall be effective upon receipt of notice and the Tow Company shall be entitled to just and equitable compensation for any satisfactory work completed.

### **4. Rights are Cumulative**

The rights and remedies under this section shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this contract, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

## **11. WAIVER**

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same of any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

## **12. DELINQUENT TAXES OR CHARGES**

The City may terminate this contract for default if the Tow Company uses any property in connection with its towing or other operations, whether for administrative or office purposes, or for other functions, upon which any tax, fee, assessment or charge, imposed by the City of Wausau, is, or during the term of the contract, becomes delinquent or overdue.

### **13. FORCE MAJEURE**

The term “Force Majeure” shall include, with limitation by the following enumeration: acts of God or Nature; acts of civil or military authority; terrorism; fire; accidents; pandemic outbreaks; power shortage; telecommunication or data communications; shutdowns for purpose of emergency repairs; strikes and any other industrial, civil or public disturbances that are not reasonably within the control of a party, causing the inability to perform the requirements of this Contract. If any Party is rendered unable, wholly or in part, by a Force Majeure, to perform or comply with any obligation or condition of this Contract then, upon giving notice and reasonably full particulars to the other Party, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to allow for performance, compliance and restoration of normal operations. If only the Tow Company is impacted by Force Majeure and more than 60 days has elapsed then the City shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

### **14. DISPUTE RESOLUTION**

If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the parties cannot resolve the dispute and if all parties agree, it may be submitted to mediation. If the parties cannot agree to mediation, any party may commence an action in the Circuit Court of Marathon County. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute.

Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

The parties further agree that all parties necessary to the resolution of a dispute (as the concept of necessary parties is contained in Chapter 803, Wisconsin Statutes, or its successor chapter) shall be joined in the same litigation or other dispute resolution proceeding. This language relating to dispute resolution shall be included in all contracts pertaining to this project so as to provide for expedient dispute resolution.

### **15. INDEPENDENT CONTRACTOR STATUS**

The Tow Company agrees that it is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

### **16. NON-DEBARMENT CLAUSE**

The Tow Company hereby certifies that neither it nor any of its principal officers or officials has ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. The Tow Company further agrees and certifies that this clause shall be included in any subcontract of this contract.

## **17. GRATUITIES AND KICKBACKS**

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or contract, subcontract, or any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

## **18. APPLICABLE LAW**

This Agreement shall be governed under the laws of the State of Wisconsin. Tow Company shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the work, storage yard, or its conduct.

## **19. NOTICES**

Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand and/or first-class post to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party. Subject to any applicable local law provisions to the contrary, any such communication shall be deemed to have been made to the other Party:

1. If delivered by First class post, 5 days from the date of posting; and
2. If delivered by hand, on the date of such delivery.

### **Notices will be sent to:**

Joe Rader Towing LLC  
4701 North 32<sup>nd</sup> Avenue  
Wausau, WI 54401

Wausau Police Department  
ATTN: Jillian Kurtzhals  
515 Grand Avenue  
Wausau, WI 54403

City Clerk  
City Hall  
407 Grant Street  
Wausau, WI 54403

## **20. ENTIRE UNDERSTANDING**

This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation made about this Agreement was made fraudulently and,

save as may be expressly referred to or referenced herein, supersedes all prior representation, writings, negotiations or understandings with respect hereto.

**21. ASSIGNMENT OR SUBCONTRACT**

This contract may not be assigned or subcontracted by the Tow Company without the written consent of the City.

In the event Tow Company is unable to timely accommodate a request to tow as outlined in this contract, the City has the right to contact Lightning Express Towing as a secondary tow company to fulfill the obligations of Tow Company for that specific tow request.

**22. AMENDMENTS**

This Agreement may not be amended for any other reason without the prior written agreement of both Parties.

**23. SEVERABILITY**

If any part, term, or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.

**24. AUTHORITY TO EXECUTE**

By signing below, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

**AS WITNESS** the hands of the Parties hereto or their duly authorized representatives as of the last date set forth below:

Signed:

**CITY OF WAUSAU BY:**

\_\_\_\_\_  
Katie Rosenberg, Mayor (Date)

\_\_\_\_\_  
Kaitlyn Bernarde, Clerk (Date)

**JOE RADER TOWING LLC**

\_\_\_\_\_  
(Date)

## **Secondary Towing Services Agreement**

**THIS AGREEMENT** is made on the date this Agreement is executed by and between Lightning Express Towing (“Tow Company”), a Wisconsin limited liability company with a principal place of business at 1414 Schofield Ave, Schofield, WI 54476, and City of Wausau (“City”) a Wisconsin municipal corporation, 407 Grant Street, Wausau, WI 54403, collectively referred to as the “Parties.”

### **RECITALS**

The City wishes to contract with Tow Company as a secondary company to fulfill the obligations of Joe Rader Towing LLC if Joe Rader Towing LLC is unable to timely accommodate the City’s request to tow. In the event that happens, on a case by case basis, the City wishes to be provided with the towing services outlined below by Tow Company and Tow Company agrees to provide the towing services outlined below to the City on the terms and conditions of this agreement.

### **1. TERM**

This Agreement shall become effective upon the date of the last party to sign the Agreement and, unless sooner terminated as provided, shall remain in full force and effect for a term of two (2) years from such date. Two (2) months prior to the expiration of the term, the City will issue another Request for Proposal of Towing Services. At that time, Tow Company may submit another response for the City’s consideration.

### **2. DEFINITIONS - TYPES OF TOWING SERVICES**

- Non-consensual/no-preference tows/abandoned vehicles – When the owner of the vehicle cannot be located and/or does not choose which tow company to use to tow the vehicle
- Evidence tows – When a vehicle that needs to be towed is considered evidence
- City owned vehicle tows – When a vehicle, owned by the City, needs to be towed

### **3. PERFORMANCE REQUIREMENTS**

#### 1. Rules of Conduct

The Tow Company shall conduct business in an ethical, orderly manner, endeavoring to obtain and keep the confidence of the community.

#### 2. Regulation

The Tow Company shall comply with all applicable laws, regulations and ordinances including those that regulate tow units, impoundment, towing, storage, selling or junking of vehicles.

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#### **4. OBLIGATIONS OF TOW COMPANY**

##### **a. DISPOSITION REQUIREMENTS AND OBLIGATIONS FOR ABANDONED VEHICLES**

In the event that the Tow Company tows an abandoned vehicle, as defined in Wausau City Ordinance 10.08.040 and Wis. Stat. § 342.40, the City would not be responsible to the Tow Company for any costs related to towing or impoundment of a non-stolen abandoned vehicle. Tow Company will fulfill all obligations of the City, as required by Wis. Stat. 342.40, in terms of notice of sale by certified mail to owner/lienholders, auctioning of the abandoned vehicle, notifying WIDOT/DMV, and providing a certificate of transfer to the purchaser of the abandoned vehicle. The Tow Company shall use these proceeds to cover the costs of towing and storage of the abandoned vehicle. Any remaining amount shall be returned to the City to be placed into a general fund. Tow Company is required to keep detailed records of all costs associated with each abandoned vehicle and sale price of said vehicle. Tow Company shall provide these records to the City monthly, just as described below in #6. Tow Company shall allow the City to inspect these records when requested. Failure to provide these records or failure to properly account for each abandoned vehicle, will be considered a default and grounds to terminate the Towing Services Contract. Failure to abide by the requirements of Wis. Stat. § 342.40 will also be considered a default and grounds to terminate the Towing Services Contract.

##### **b. AREA OF SERVICE FOR ALL TYPES OF TOWS**

Vehicles shall be towed from their stalled or parked location to another location within the City or not more than six miles outside of the City's corporate limits as directed by a City agency.

##### **c. VEHICLE STORAGE FOR ALL TYPES OF TOWS**

1. Standard storage and secure storage must be provided when required by the City. Secure storage shall mean that the towed vehicle shall not be accessible to anyone without the express verbal or written permission of the Wausau Police Department. Standard storage shall consist of at a minimum a fenced lot or yard with security style fencing and locked gate sufficient to keep trespassers out and vehicles in; or a lot with an attendant on duty at all times; or with the prior approval of the City, some combination of fencing and on duty attendant. Vehicle owners shall not be denied access to vehicles held in standard storage. Tow Company shall follow all applicable laws, including Wis. Stat. §779.415(1)(b) and 349.13(5)(b)2 regarding access to and release of personal property in vehicles being stored at the direction of the Wausau Police Department.
2. Tow Company shall not charge a "lot fee" or access fee for citizens to access their vehicles stored at Tow Company's storage facility.
3. All vehicles shall be protected from vandals and pilferage.
4. The Tow Company shall keep a computerized log of towed vehicles, name and contact information of any individual granted access to a vehicle, date, and time of

access by any individual, documentation of any item removed by any individual from any vehicle, and the date of actual release of any vehicle and the name and contact information of the individual to whom a vehicle is released.

5. Tow Company shall answer the phone twenty-four (24) hours a day, seven (7) days a week to give an immediate response to the customer. In the event no one is available to release a stored vehicle upon request, due to the request occurring after normal business hours, Tow Company agrees to waive any storage charges that are assessed for the day the request for release was made.
6. No vehicle entrusted to the Tow Company shall be operated by any Tow Company personnel except to relocate the vehicle within the storage area.
7. Tow Company shall be responsible for the reasonable care of the vehicle and shall be responsible for damage or loss to the vehicle and its contents caused by the Tow Company's negligence or failure to exercise reasonable care of the vehicle. Tow Company shall be responsible and liable for the replacement or payment of any loss of contents listed on the inventory of contents.

## 5. OBLIGATIONS OF THE CITY

The City, by way of its employee handling the matter that necessitates towing services that fall under this Agreement, will inform Tow Company at the time of the towing request, that the type of tow needed falls under this Agreement. In the case of a Wausau Police Officer informing the Marathon County Dispatch that a tow, under this Agreement, is needed, the Wausau Police Officer will inform Marathon County Dispatch to convey to Tow Company that the type of tow is a tow falling under this Agreement. Additionally, the Wausau Police Officer will confirm with the Tow Company employee that arrives to the scene that the requested tow is a tow covered by this Agreement.

## 6. PRICE

### Non-Consensual/No-Preference Tows/Abandoned

**Accident Vehicles-** (These costs are based on a typical accident in the City of Wausau)

- ***Light Duty Accident Tows***
  - Base accident rate hook-up: \$150.00
  - Mileage rate from pick up location to destination: \$4.00/mile
  - Labor rate: \$160.00/hour billed in 15 minute increments
  - After hour rates (6:00 PM – 6:00 AM): \$35.00
  - Daily storage rate: \$50.00/day
- ***Medium Duty Accident Tows***
  - Base accident hook up rate: \$200.00
  - Mileage from pick up location to destination: \$5.00/mile
  - Labor rate: \$160.00/hour billed in 15 minute increments
  - After hour rates (6:00 PM - 6:00 AM): \$35.00
  - No key charge: \$25.00



- Daily storage rate: \$50.00/day
- **Heavy Duty Accident Tows**
  - \$500/hour
  - Extra vehicles and equipment will be added at time of service

**Disabled Vehicles-** (Vehicles that breakdown on the roadway)

- **Light Duty Disabled Vehicle Tows**
  - Base hook up rate: \$85.00
  - Mileage rate from pick up location to destination: \$4.00/mile
  - Labor rate: \$160/hour billed in 15 minute increments
  - After hour rates (6:00 PM - 6:00 AM): \$35.00
  - No key charge: \$25.00
  - Daily storage rate: \$50.00/day
- **Medium Duty Disabled Vehicle Tows**
  - Base hook up rate: \$135.00
  - Mileage rate from pick up location to destination: \$5.00/mile
  - Labor rate: \$160.00/hour billed in 15 minute increments
  - After hour rates (6:00 PM – 6:00 AM): \$35.00
  - No key charge: \$25.00
  - Daily storage rate: \$50.00/day
- **Heavy Duty Disabled Vehicle Tows**
  - \$250.00/hour

Evidence Tows

**Evidence Tows**

- Base rate hook-up - \$85.00
- Mileage rate from pick up location to destination - \$4.00/mile
- Labor rate: \$160.00/hour billed in 15 minute increments
- Daily storage rate - \$50.00
- No key charge - \$25.00
- After hour rate - \$35.00 (6:00 PM – 6:00 AM)

City-Owned Vehicle Tows

**Light Duty Tows**

- Base rate hook-up - \$85.00
- Mileage rate from pick up location to destination - \$4.00/mile
- Labor rate: \$160.00/hour billed in 15 minute increments
- Daily storage rate - \$50.00
- No key charge - \$25.00
- After hour rate - \$35.00 (6:00 PM – 6:00 AM)

**Medium Duty Tows (10,000 – 26,000 pounds)**

- Base rate hook-up: \$135.00
- Mileage rate from pick up location to destination - \$5.00/mile
- Labor rate: \$160.00/hour billed in 15 minute increments
- Daily storage rate - \$50.00
- No key charge - \$25.00
- After hour rate - \$35.00 (6:00 PM – 6:00 AM)

## **Heavy Duty Tows**

- \$200.00/hour

## **7. BILLING**

1. Invoices for services provided by Tow Company shall be sent the first of every month to:

City of Wausau Police Department  
515 Grand Avenue  
Wausau WI 54403

2. The City is responsible for all charges for towing and storage of City owned vehicles and evidence tows only and the Tow Company shall bill the City for all such services. Charges for vehicles that are towed and stored by order of the City, but which are not owned by the City and not considered evidence, are the responsibility of the owner of such vehicles. Storage rates charged to privately owned vehicles shall be no greater than those charged to the City under this contract. The City of Wausau shall not be responsible for payment of towing charges for non-City owned vehicles which are in violation of a prohibition, limitation or restriction on stopping, standing or parking imposed under Chapter 342, 346 and 349 of the Wisconsin Statutes or other purposes.

3. Monthly billing statements once all charges are finalized and/or paid, shall contain a breakdown of the type of tow (illegally parked vehicles, city owned vehicles and the like), the date and location of tow, the license number or VIN of the vehicle towed, the make of the vehicle, the cost of the tow, the storage start and end dates, and the total number of days stored. Tow Company will be responsible for drafting these monthly billing statements, including the information described above, in an organized, easy to understand format, that may need to be modified from time to time, based on the wishes of either Party.

## **8. INSURANCE REQUIREMENTS**

### **a. GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND EXCESS LIABILITY**

Tow Company shall secure and maintain in force throughout the duration of this contract such General Liability and Property Damage Insurance as shall protect it and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by the Tow Company, or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:

1. Comprehensive General Liability, \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.
2. Automobile Liability, \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.

3. Excess Liability Coverage, \$1,000,000 over the General Liability and Automobile Liability Coverages.

**b. WORKERS COMPENSATION INSURANCE**

Tow Company shall obtain and maintain throughout the duration of this contract statutory Worker’s Compensation Insurance for all of its employees employed during the duration of this contract. In case any work is sublet, the Tow Company shall require the subcontractor similarly to provide statutory Worker’s Compensation Insurance for all of the latter’s employees, unless such employees are covered by protection afforded by the Tow Company.

**c. PROOF OF INSURANCE**

1. The Tow Company shall furnish the City Attorney with a Certificate of Insurance, naming the City as an additional insured, countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Tow Company meets the insurance requirements identified above.
2. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon (30) days prior written notice to the City Attorney and specify the name of the contract or project covered.
3. The Certificate of Insurance shall be delivered to the Tow Company, with a copy of the Certificate of Insurance to be delivered to the City Attorney for approval prior to the execution of this contract.
4. The Certificates shall describe the contract by name in the “Description of Operations” section of the form.

**9. INDEMNIFICATION**

Tow Company hereby agrees to indemnify, defend and hold harmless the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys’ fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Tow Company or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Tow Company shall reimburse the City of Wausau, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and

costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Tow Company employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Tow Company's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

Notwithstanding anything herein to the contrary, no provision in this Agreement shall be construed as a waiver of the City's governmental immunities or right to receive a notice of a claim as set forth in Wis. Stat. § 893.80.

## **10. TERMINATION OF CONTRACT**

### **1. Default**

This contract may be terminated by either party for failure by the other party to perform under the terms of this contract, through any cause not beyond the control of such party, by the giving of written notice to such party. In this event, termination shall be effective 30 days after receipt of such notice, if such named default remains uncured. In the event of default by Tow Company, Tow Company shall be not be entitled to compensation for work or services unsatisfactorily or improperly performed.

### **2. Insolvency and Bankruptcy**

This contract may be terminated by City if Tow Company becomes insolvent or bankrupt and cannot pay its debts or obligations when they become due, files a petition in bankruptcy or has such a petition filed against it, has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course. Termination shall be effective immediately upon receipt of notice.

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Any Party may terminate this contract upon ninety (90) days written notice to the other Party, unless the Parties mutually agree on another time frame. Such termination shall be effective upon receipt of notice and the Tow Company shall be entitled to just and equitable compensation for any satisfactory work completed.

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The rights and remedies under this section shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this contract, at law or in equity, shall be cumulative and shall not

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One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same of any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

## **12. DELINQUENT TAXES OR CHARGES**

The City may terminate this contract for default if the Tow Company uses any property in connection with its towing or other operations, whether for administrative or office purposes, or for other functions, upon which any tax, fee, assessment or charge, imposed by the City of Wausau, is, or during the term of the contract, becomes delinquent or overdue.

## **13. FORCE MAJEURE**

The term "Force Majeure" shall include, with limitation by the following enumeration: acts of God or Nature; acts of civil or military authority; terrorism; fire; accidents; pandemic outbreaks; power shortage; telecommunication or data communications; shutdowns for purpose of emergency repairs; strikes and any other industrial, civil or public disturbances that are not reasonably within the control of a party, causing the inability to perform the requirements of this Contract. If any Party is rendered unable, wholly or in part, by a Force Majeure, to perform or comply with any obligation or condition of this Contract then, upon giving notice and reasonably full particulars to the other Party, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to allow for performance, compliance and restoration of normal operations. If only the Tow Company is impacted by Force Majeure and more than 60 days has elapsed then the City shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

## **14. DISPUTE RESOLUTION**

If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the parties cannot resolve the dispute and if all parties agree, it may be submitted to mediation. If the parties cannot agree to mediation, any party may commence an action in the Circuit Court of Marathon County. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute.

Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

The parties further agree that all parties necessary to the resolution of a dispute (as the concept of necessary parties is contained in Chapter 803, Wisconsin Statutes, or its successor chapter) shall be joined in the same litigation or other dispute resolution proceeding. This language relating to

dispute resolution shall be included in all contracts pertaining to this project so as to provide for expedient dispute resolution.

#### **15. INDEPENDENT CONTRACTOR STATUS**

The Tow Company agrees that it is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

#### **16. NON-DEBARMENT CLAUSE**

The Tow Company hereby certifies that neither it nor any of its principal officers or officials has ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. The Tow Company further agrees and certifies that this clause shall be included in any subcontract of this contract.

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It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or contract, subcontract, or any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

#### **18. APPLICABLE LAW**

This Agreement shall be governed under the laws of the State of Wisconsin. Tow Company shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the work, storage yard, or its conduct.

#### **19. NOTICES**

Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand and/or first-class post to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party. Subject to any applicable local law provisions to the contrary, any such communication shall be deemed to have been made to the other Party:

1. If delivered by First class post, 5 days from the date of posting; and
2. If delivered by hand, on the date of such delivery.

**Notices will be sent to:**

Lightning Express Towing  
1414 Schofield Ave  
Schofield, WI 54476

Wausau Police Department  
ATTN: Jillian Kurtzhals  
515 Grand Avenue  
Wausau, WI 54403

City Clerk  
City Hall  
407 Grant Street  
Wausau, WI 54403

**20. ENTIRE UNDERSTANDING**

This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representation, writings, negotiations or understandings with respect hereto.

**21. ASSIGNMENT OR SUBCONTRACT**

This contract may not be assigned or subcontracted by the Tow Company without the written consent of the City.

In the event Joe Rader Towing LLC, as primary towing services provider, is unable to timely accommodate a request to tow as outlined in this contract, the City has the right to contact Tow Company as the secondary tow company to fulfill the obligations of Joe Rader Towing LLC. Tow Company agrees this is on a case-by-case basis and is not mandatory.

**22. AMENDMENTS**

This Agreement may not be amended for any other reason without the prior written agreement of both Parties.

**23. SEVERABILITY**

If any part, term, or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.

**24. AUTHORITY TO EXECUTE**

By signing below, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

**AS WITNESS** the hands of the Parties hereto or their duly authorized representatives as of the last date set forth below:

Signed:

**CITY OF WAUSAU BY:**

\_\_\_\_\_  
Katie Rosenberg, Mayor (Date)

\_\_\_\_\_  
Kaitlyn Bernarde, Clerk (Date)

**LIGHTNING EXPRESS TOWING**

\_\_\_\_\_  
(Date)





attached Towing Services Agreement with Lightning Express Towing, for secondary towing services, which is attached to this Resolution as Exhibit 2.

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Wausau does hereby approve the Primary Towing Services Agreement with Joe Rader Towing LLC for primary towing services, and the Secondary Towing Services Agreement with Lightning Express Towing for secondary towing services substantially in the form of that which is attached hereto, and authorizes and directs the proper City officials to execute the Towing Services Agreement(s).

Approved:

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Katie Rosenberg, Mayor

DRAFT



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Office of the City Attorney

TEL: (715) 261-6590  
FAX: (715) 261-6808

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Anne L. Jacobson  
City Attorney

Tara G. Alfonso  
Assistant City Attorney

Tegan M. Troutner  
Assistant City Attorney

TO: Finance Committee Members  
FROM: Tegan M. Troutner, Assistant City Attorney  
DATE: January 9, 2024  
RE: Towing Services Agreement

### **SUMMARY**

The Wausau Police Department, in consultation with the City Attorney's Office, is submitting a recommendation to the City of Wausau Finance Committee for a towing services primary provider: Joe Rader Towing, LLC and a towing services secondary provider: Lightning Express Towing. The contracts to be entered into between the City and Joe Rader Towing, LLC and Lightning Express Towing for said services are also included. The towing services providers will be contracted with the City of Wausau to provide three categories of towing services: non-consensual/no-preference tows, evidence tows, and city-owned vehicle tows (i.e. Wausau Police Department fleet vehicles).

### **BACKGROUND**

In 2020, the Wausau Police Department sought support from the City to partner with a towing services provider who could assist the department in improving efficiency and customer service in responding to situations requiring towing services. The City of Wausau initiated a Request for Proposals (RFP) of Towing Services in October 2020 and eventually selected towing provider Joe Rader Towing, LLC (herein JRT) for a one-year contract. JRT successfully performed the contract requirements throughout the term of the contract.

In November 2021, the City of Wausau initiated a RFP for towing services to select a provider for a two-year contract. JRT was the selected towing provider and successfully performed the contract requirements throughout the term of the contract.

In November 2023, the City of Wausau initiated a RFP for towing services to select a provider for another two-year contract. The RFP notice was published on the City's website and sent directly to known towing service providers within six (6) miles of the City's corporate limits.

The RFP invited responses related to three categories of towing services: non-consensual/no-preference tows, evidence tows, and city-owned vehicle tows. In total, two (2) towing service providers requested and submitted RFP materials: JRT and Lightning Express Towing (herein LET). The sealed proposals were opened at the Board of Public Works meeting held on December 19, 2023.

JRT and LET's proposals were responsive to all three categories of towing services. The submitted proposals have since been reviewed, according to criteria outlined in the RFP, by staff members of the Wausau Police Department and the City Attorney's Office.

## **CONCLUSION**

The proposals submitted by Joe Rader Towing, LLC met requirements related to insurance coverage, capacity to provide listed services (e.g. availability, response, clean-up, storage, etc), and service pricing. The Wausau Police Department is recommending a contract be executed with Joe Rader Towing, LLC., for all three categories of towing services as specified in the City of Wausau Request for Proposal of Towing Services published on November 27, 2023.

The Wausau Police Department would also like to recommend a contract be executed with Lightning Express Towing, as the secondary towing company for all three categories of towing services in case Joe Rader Towing, LLC is unable to timely accommodate a request to tow as specified in the City of Wausau Request for Proposal of Towing Services published on November 27, 2023.

TMT

# NOMINAL PAYMENT PARCEL RECOMMENDATION AND APPROVAL

REBP1897 05/2023

Owner name(s) BT-OH, LLC as successor-by-merger to Oshcon Corporation	Area and interest required 1,521.00 sq. ft. of New Highway Right of Way (FEE), 455.00 sq. ft. of Permanent Limited Easement (PLE), 4,586.00 sq. ft. of Temporary Limited Easement (TLE)
---	--

### Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
New Highway Right of Way (FEE)		1,521.00	Sq Ft	\$0.80	\$1,216.80
Permanent Limited Easement (PLE)		455.00	Sq Ft	\$0.80	\$364.00
Temporary Limited Easement (TLE)	TLE Worksheet	4,586.00	Sq Ft	\$0.80	\$1,067.61
Total Allocation					\$2,648.41
Rounded To					\$2,650.00

The Agency will not use eminent domain authority to acquire the property if the seller chooses not to participate or if negotiations fail. Wis. Stat. s. 32.015 states, "Property may not be acquired by condemnation to establish or extend a recreational trail; a bicycle way, as defined in s. 340.01(5s); a bicycle lane, as defined in s. 340.01(5e); or a pedestrian way, as defined in s. 346.02(8)(a)."

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

In executing this document, the undersigned affirms that he/she is duly authorized by **BT-OH, LLC** to execute this document.

Decided by: X <u>Stephen M. Slifer</u> _____ Signature Date Stephen M. Slifer Vice President _____ Print Name & Title	12/15/2023   11:17 AM PST X _____ Signature Date _____ Print Name & Title
---	--

Approved for City of Wausau	For Office Use Only
Agency Approval	Date



This instrument was drafted by  
CORRE, Inc. on behalf of the City of  
Wausau

Project ID  
6999-09-02

Parcel No  
7

Size of Temporary Limited Easement (TLE)	4,586.00
Unit value of the unencumbered fee within the TLE:	\$ 0.80
Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy):	1/13/2023
Expiration Date of the TLE - (mm/dd/yyyy):	12/31/2025
Term of Encumbrance of TLE:	2.9671
<b><u>Annual Rental Rate</u></b>	
· Basic Safe Investment Rate (per year):	2.00%
· Expected Inflation Rate (per year):	6.00%
· Risk Adjustment (per year):	2.00%
Annual Yield Rate = Annual Rental Rate:	10.00%
Annual Rent for Land Within TLE:	\$ 366.88
<b><u>Discounted Lump Sum Payment of Annual Rent</u></b>	
Discount Rate:	2.00%
· First Year:	\$ 366.88
· Second Year:	\$ 359.69
· Third Year:	\$ 341.04
· Fourth Year:	\$ -
· Fifth Year:	\$ -
· Sixth Year:	\$ -
<b>Total Compensation for Land Within the TLE:</b>	<b>\$ 1,067.61</b>

**NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL  
RECOMMENDATION AND APPROVAL**

RE1897 11/2022 Ch. 32 Wis. Stats.

Owner name(s) <b>Frontier North, Inc.</b> as successor by merger to General Telephone Company of Wisconsin	Area and interest required 1,219.00 sq. ft. of New Highway Right of Way (FEE), 567.00 sq. ft. of Temporary Limited Easement (TLE)
---	---

**Allocation**

Allocation	Description	Size	Unit	Per Unit	Value (\$)
New Highway Right of Way (FEE)		1,219.00	Sq Ft	\$2.10	\$2,559.90
Temporary Limited Easement (TLE)	TLE Worksheet	567.00	Sq Ft	\$2.10	\$346.49

Total Allocation \$2,906.39  
Rounded To \$2,950.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

In executing this document, the undersigned affirms that he/she is duly authorized by **Frontier North, Inc.** to execute this document.

**Owner signing; signed document not yet received**  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name & Title \_\_\_\_\_

Print Name & Title \_\_\_\_\_

Approved for City of Wausau

For Office Use Only

Agency Approval \_\_\_\_\_ Date \_\_\_\_\_



This instrument was drafted by  
CORRE, Inc. on behalf of the City of  
Wausau

Project ID  
6999-09-02

Parcel No  
16

Size of Temporary Limited Easement (TLE)	567.00
Unit value of the unencumbered fee within the TLE:	\$ 2.10
Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy):	1/13/2023
Expiration Date of the TLE - (mm/dd/yyyy):	12/31/2025
Term of Encumbrance of TLE:	2.9671

**Annual Rental Rate**

· Basic Safe Investment Rate (per year):	2.00%
· Expected Inflation Rate (per year):	6.00%
· Risk Adjustment (per year):	2.00%
Annual Yield Rate = Annual Rental Rate:	10.00%
Annual Rent for Land Within TLE:	\$ 119.07

**Discounted Lump Sum Payment of Annual Rent**

Discount Rate:	2.00%
· First Year:	\$ 119.07
· Second Year:	\$ 116.74
· Third Year:	\$ 110.68
· Fourth Year:	\$ -
· Fifth Year:	\$ -
· Sixth Year:	\$ -
<b>Total Compensation for Land Within the TLE:</b>	<b>\$ 346.49</b>



Department of Public Works  
Engineering Division



Allen M. Wesolowski, P.E.  
City Engineer

**TO:** Finance Committee

**FROM:** Allen M. Wesolowski, P.E.  
City Engineer

**DATE:** January 3, 2024

**SUBJECT:** Dedication of a portion of 7110 and 6601 Stewart Avenue for public right-of-way

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The City of Wausau, under an STP Urban grant for the Wisconsin Department of Transportation, is reconstructing Stewart Avenue from 48<sup>th</sup> Avenue to 72<sup>nd</sup> Avenue. As part of this project, a Transportation Project Plat was developed to determine any right of way needs for the project. During this process it has been identified that 7110 and 6601 Stewart Avenue, City owned parcels, have a right of way taking as part of the project. A copy of the Transportation Project Plat pages is attached. The parcel on the plat is Parcel 4. Parcel 4 has 3 addresses, 7119, 7110, and 6601 Stewart Avenue. 7119 Stewart Avenue was previously donated by a separate resolution. A resolution will be adopted to donate these portions of the parcel. Staff recommends approving donating the portion of the parcels as right of way and donating the temporary limited easement.

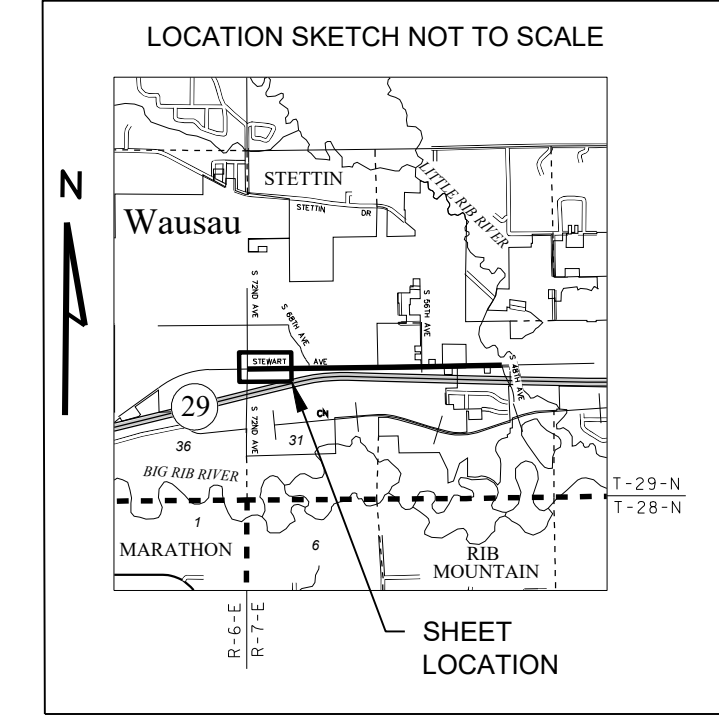
TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.01

THAT PART OF LOT 1 OF CSM 1159 LOCATED IN PART OF THE SE1/4 OF THE NE1/4 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 6 EAST, PART OF LOT 1 OF CSM 17539 LOCATED IN PART OF THE NE1/4 OF THE NE1/4 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 6 EAST, PART OF LOT 1 OF CSM 4281, PART OF OUTLOT 1 OF CSM 12575, PART OF LOT 1 OF CSM 4787 AND PART OF LOT 1 OF CSM 4767 LOCATED IN PART OF THE N1/2 OF THE FRACTIONAL NW1/4 OF SECTION 31, TOWNSHIP 29 NORTH, RANGE 7 EAST, PART OF PARCEL A OF CSM 6176, PART OF LOT 1 OF CSM 609, PART OF LOT 1 OF CSM V. 1 P. 250, PART OF LOTS 1 AND 2 OF CSM 9120, PART OF LOT 1 OF CSM 4168, PART OF LOT 1 OF CSM 393, PART OF LOT 1 OF CSM 394 AND LOT 1 OF CSM 14275 LOCATED IN PART OF THE S1/2 OF THE FRACTIONAL NW1/4 OF SECTION 31, TOWNSHIP 29 NORTH, RANGE 7 EAST, ALL IN CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

RELOCATION ORDER - LOC STR, C WAUSAU, STEWART AVENUE (S 72ND AVENUE TO S 48TH AVENUE), MARATHON COUNTY

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF WAUSAU DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF WAUSAU HEREBY ORDERS THAT:  
 1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.  
 2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY OF WAUSAU FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF WAUSAU, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.



STATE OF WISCONSIN - MARATHON COUNTY  
 RECORDED  
 10-28-2022 at 11:39 AM  
 DEAN J. STRATZ, REGISTER OF DEEDS  
 DOC#: 1872141  
 Pages: 4  
**REGISTER OF DEEDS**  
 MARATHON COUNTY, WI  
 Received for Record this 23 day of October  
 A.D., 2022, at 11:31 O'clock A.M.  
 In Plat Cabinet No. 3 on page 592A  
 REGISTER  
 Dean J. Stratz  
 RESERVED FOR REGISTER OF DEEDS  
 PROJECT NUMBER 6999-09-02-4.01  
 SHEET 1 OF 3  
 AMENDMENT NO: \_\_\_\_\_

ALL TLES ARE FOR SLOPE GRADING PURPOSES  
 REFER TO THE TITLE SHEET, RECORDED AS SHEET 2 OF 3, FOR ADDITIONAL INFORMATION  
 SEE SHEET 3 OF 3 FOR NOTES AND TABLES

UTILITY NUMBER	OWNER(S)	INTEREST REQUIRED
201	FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)	RELEASE OF RIGHTS
202	NET-LEC LLC (COMMUNICATION)	RELEASE OF RIGHTS
203	SPECTRUM (COMMUNICATION)	RELEASE OF RIGHTS
204	TDS METROCOM LLC (COMMUNICATION)	RELEASE OF RIGHTS
205	WISCONSIN PUBLIC SERVICE CORPORATION (ELECTRIC)	RELEASE OF RIGHTS
206	WISCONSIN PUBLIC SERVICE CORPORATION (GAS)	RELEASE OF RIGHTS
207	WAUSAU WATER WORKS (SANITARY)	RELEASE OF RIGHTS
208	WAUSAU WATER WORKS (WATER)	RELEASE OF RIGHTS

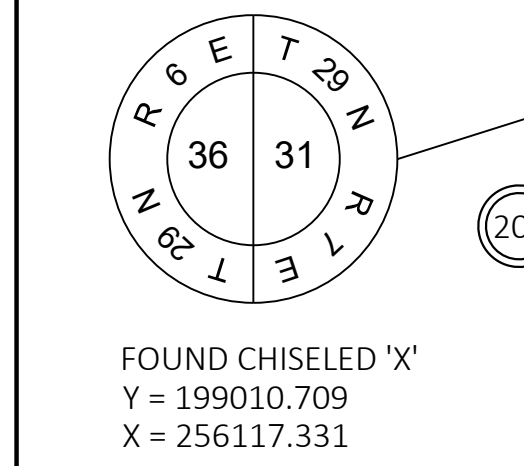
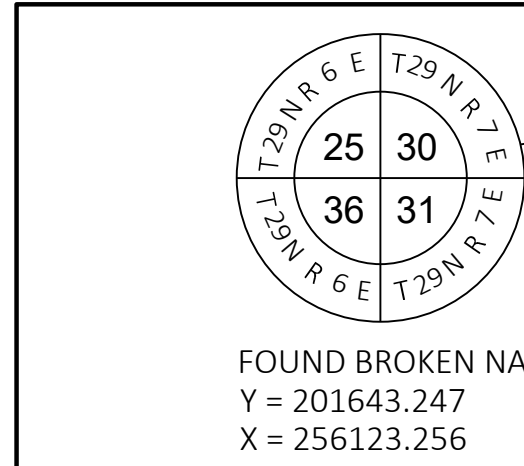
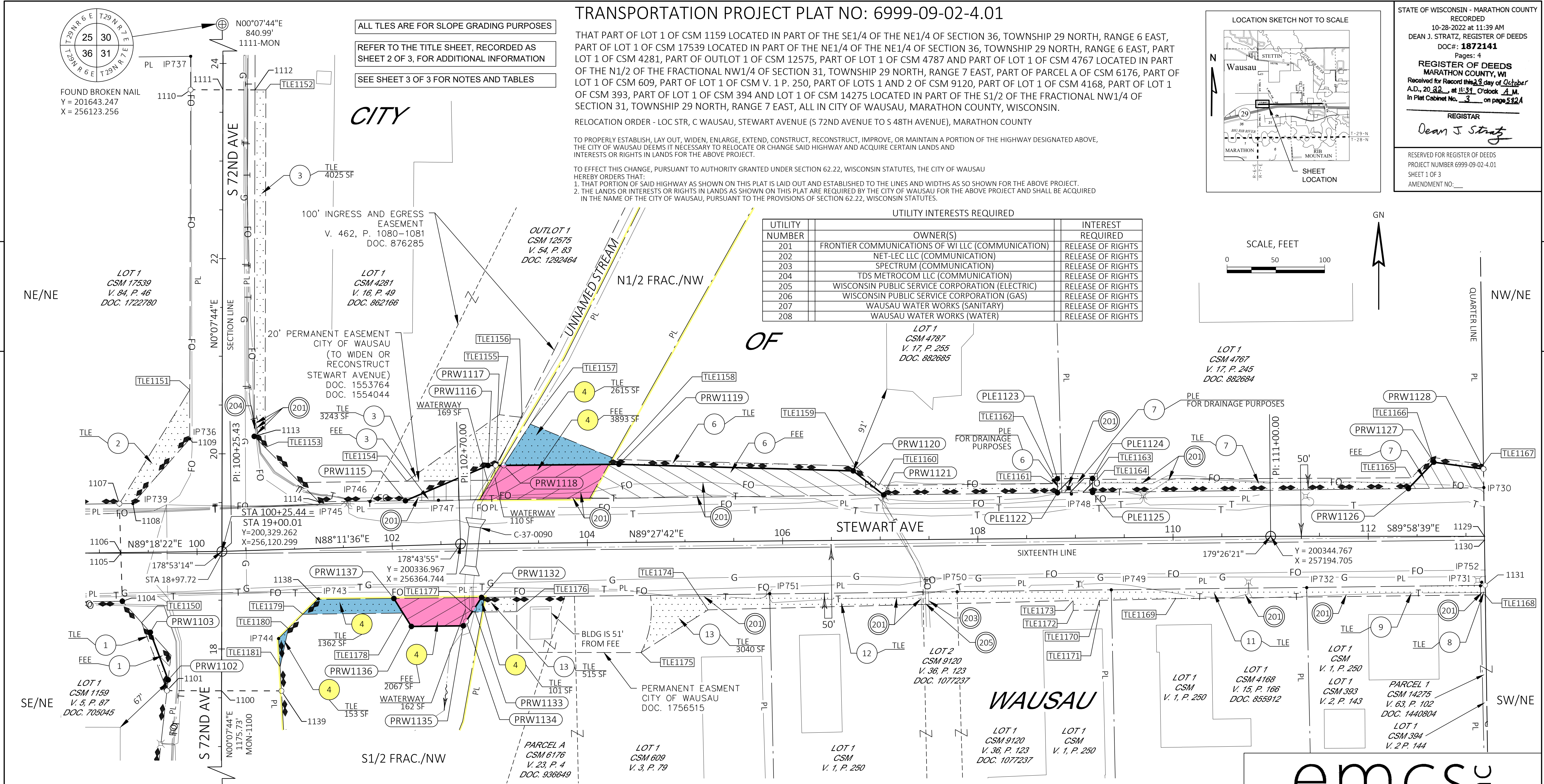
SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY OF WAUSAU.

PARCEL NUMBER	OWNERS	INTERESTS REQUIRED	R/W SF REQUIRED	PLE	TLE
			NEW	EXISTING	TOTAL
1	MARATHON COUNTY, A WISCONSIN MUNICIPAL CORPORATION	FEE/TLE	301	---	301
2	APOGEE WAUSAU GROUP, INC., A WISCONSIN CORPORATION	TLE	---	---	2264
3	KINGSPAN LIGHT & AIR LLC, A DELAWARE LIMITED LIABILITY COMPANY	FEE/TLE	1556	---	7268
4	CITY OF WAUSAU, A WISCONSIN MUNICIPALITY	FEE/TLE	5960	---	4231
6	BADGER HOUSING ASSOCIATES III, A WISCONSIN CO-PARTNERSHIP	FEE/PLE/TLE	8254	---	3247
7	OSHCOR CORPORATION, A WISCONSIN CORPORATION	FEE/PLE/TLE	1521	---	4586
8	WTH 9, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	TLE	---	---	47
9	BRIAN LUEDTKE PROPERTIES, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	TLE	---	---	1746
11	INDUSTRIAL TOWEL AND UNIFORM, INC., A WISCONSIN CORPORATION	TLE	---	---	1997
12	RUTH A. VAN ERT, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY	TLE	---	---	4622
13	DP REAL ESTATE LLC, A WISCONSIN LIMITED LIABILITY COMPANY	TLE	---	---	3555



I, KEVIN C. BOYER PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY OF WAUSAU I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.  
 SIGNATURE: Kevin C. Boyer DATE: 10/28/2022  
 PRINT NAME: KEVIN C. BOYER  
 REGISTRATION NUMBER: S-2675  
 THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE CITY OF WAUSAU  
 SIGNATURE: Katie Rosenberg DATE: 10/28/2022  
 PRINT NAME: Katie Rosenberg



TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.01  
EXTENSION SHEET

RELOCATION ORDER - LOC STR, C WAUSAU, STEWART AVENUE (S 72ND AVENUE TO S 48TH AVENUE), MARATHON COUNTY

NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), MARATHON COUNTY, NAD83 (2011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4"X24" IRON REBARS) UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE FOR STEWART AVE: R/W PLAT T 020-2(13), R/W PLAT 1053-06-21, CSM V. 1 P. 250, CSM 393, CSM 394, CSM 609, CSM 1159, CSM 4168, CSM 4281, CSM 4767, CSM 4787, CSM 6176, CSM 9120, CSM 12575, CSM 14275, CSM 17539, AND EXISTING CENTERLINE.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE FOR S 72ND AVE: R/W PLAT T 020-2(13), R/W PLAT 1053-06-21, CSM 1159, CSM 4281, CSM 17539, AND EXISTING CENTERLINE.

EXISTING ACCESS CONTROL ALONG STEWART AVE HAS BEEN ESTABLISHED FROM R/W PLAT T 020-2(13), R/W PLAT 1053-06-21, DOCUMENT 866506, DOCUMENT 886119, DOCUMENT 902560, DOCUMENT 929270, DOCUMENT 10530621, DOCUMENT 1120662, AND DOCUMENT 1140608.

EXISTING ACCESS CONTROL ALONG S 72ND AVE AVE HAS BEEN ESTABLISHED FROM R/W PLAT T 020-2(13), R/W PLAT 1053-06-21, AND DOCUMENT 10530621.

FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE CITY OF WAUSAU.

REFER TO THE TITLE SHEET, RECORDED AS SHEET 2 OF 3, FOR ADDITIONAL INFORMATION

4

4

EXISTING MONUMENTS			
POINT	Y (NORTHING)	X (EASTING)	DESCRIPTION
IP730	200394.716	257413.049	1-1/4" O.D. IRON PIPE
IP731	200293.956	257409.569	7/8" IRON ROD
IP732	200292.063	257231.624	1-1/4" O.D. IRON PIPE
IP736	200444.574	256087.313	1-1/2" O.D. CAPPED PIPE
IP737	200836.590	256088.283	3/4" REBAR
IP739	200378.266	256029.114	1-1/2" O.D. IRON PIPE
IP743	200280.578	256219.156	1-1/2" O.D. CAPPED PIPE
IP744	200239.960	256178.372	1-1/2" O.D. CAPPED PIPE
IP745	200380.062	256220.344	1-1/4" O.D. IRON PIPE
IP746	200380.325	256271.953	1-1/4" O.D. PIPE BENT SW
IP747	200381.672	256342.092	3/4" IRON ROD
IP748	200388.055	256990.493	BROKEN FENCE POST
IP749	200289.814	257031.382	1-1/4" O.D. IRON PIPE
IP750	200287.853	256873.465	1-1/4" O.D. IRON PIPE
IP751	200285.966	256681.486	1-1/4" O.D. IRON PIPE
IP752	200297.679	257410.861	2-1/2" O.D. IRON PIPE

COURSE TABLE		
COURSE	BEARING	DISTANCE
1100-1101	N89° 52' 16"W	55.95'
1101-PRW1102	N06° 27' 35"E	11.09'
PRW1102-PRW1103	N20° 36' 33"W	52.12'
PRW1103-1104	N41° 57' 40"W	42.81'
1104-1105	N01° 44' 34"W	49.17'
1105-1106	N01° 44' 34"W	0.66'
1106-1107	N01° 44' 34"W	50.19'
1107-1108	N89° 17' 15"E	13.91'
1108-1109	N41° 17' 40"E	88.17'
1109-1110	N00° 08' 21"E	357.76'
1110-1111	S89° 51' 39"E	33.13'
1111-1112	S89° 51' 39"E	32.87'
1112-1113	S00° 08' 21"W	355.06'
1113-1114	S44° 42' 25"E	94.26'
1114-PRW1115	N89° 18' 27"E	88.65'
PRW1115-PRW1116	N66° 56' 36"E	92.02'
PRW1116-PRW1117	N89° 27' 42"E	7.91'
PRW1117-PRW1118	N89° 27' 42"E	8.15'
PRW1118-PRW1119	N89° 27' 42"E	117.94'
PRW1119-PRW1120	S88° 23' 27"E	240.17'
PRW1120-PRW1121	S51° 43' 48"E	39.78'
PRW1121-PRW1126	N89° 18' 24"E	537.47'
PRW1121-PLE1122	N89° 18' 19"E	178.00'
PLE1122-PLE1123	N00° 32' 18"W	14.45'
PLE1123-PLE1124	N89° 27' 42"E	36.00'
PLE1124-PLE1125	S00° 32' 18"E	14.35'
PLE1125-PRW1126	N89° 18' 27"E	323.47'
PRW1126-PRW1127	N43° 50' 19"E	37.55'
PRW1127-PRW1128	S82° 08' 18"E	51.47'
PRW1128-1129	S00° 48' 56"E	68.99'
1129-1130	S00° 48' 56"E	3.79'
1130-1131	S00° 48' 56"E	46.34'
1131-PRW1132	S89° 18' 27"W	1028.23'
PRW1132-PRW1133	S32° 43' 30"W	14.06'
PRW1133-PRW1134	S32° 43' 30"W	15.06'
PRW1134-PRW1135	S32° 43' 30"W	5.52'
PRW1135-PRW1136	S89° 17' 49"W	53.15'
PRW1136-PRW1137	N31° 57' 48"W	33.84'
PRW1137-1138	S89° 18' 27"W	78.02'
1138-IP744	S44° 57' 28"W	56.73'
IP744-1139	S03° 08' 54"E	53.74'
1139-1100	N89° 52' 16"W	61.35'

STATION & OFFSET TABLE		
POINT NO.	STATION	OFFSET
IP744	100+80.66	91.08'
1100	100+23.38	142.80'
1101	99+67.44	142.00'
PRW1102	99+68.82	131.00'
PRW1103	99+51.07	82.00'
1104	99+22.83	49.82'
1105	99+21.93	0.66'
1106	99+21.92	0.00'
1107	99+21.00	-50.18'
1108	99+34.91	-50.19'
1109	99+93.89	-115.72'
1110	99+99.10	-473.44'
1111	100+41.41	-472.74'
1112	100+74.26	-471.62'
1113	100+62.20	-116.76'
1114	101+26.37	-47.71'
PRW1115	102+15.00	-45.99'
PRW1116	102+99.00	-80.00'
PRW1117	103+06.91	-80.00'
PRW1118	103+15.06	-80.00'
PRW1119	104+33.00	-80.00'
PRW1120	106+73.00	-71.00'
PRW1121	107+04.00	-46.07'
PRW1122	112+41.00	-48.90'
PRW1127	112+67.00	-76.00'
PRW1128	113+17.99	-68.98'
1129	113+19.00	0.00'
1130	113+19.05	3.79'
1131	113+19.73	50.12'
PRW1132	102+91.00	55.04'
PRW1133	102+83.29	66.80'
PRW1134	102+75.03	79.39'
PRW1135	102+72.00	84.00'
PRW1136	102+17.00	83.00'
PRW1137	102+00.00	53.74'
1138	101+21.99	52.22'
1139	100+81.92	144.81'

TLE STATION & OFFSET TABLE		
POINT NO.	STATION	OFFSET
TLE1150	99+42.30	72.00'
TLE1151	99+94.63	-166.00'
TLE1152	100+85.39	-471.24'
TLE1153	100+73.00	-105.14'
TLE1154	102+17.00	-65.95'
TLE1155	103+11.00	-132.00'
TLE1156	103+34.24	-129.00'
TLE1157	103+42.66	-122.00'
TLE1158	104+31.00	-85.00'
TLE1159	106+75.00	-76.00'
TLE1160	106+99.00	-56.00'
TLE1161	108+77.00	-56.00'
TLE1162	108+77.00	-66.00'
TLE1163	109+23.00	-66.00'
TLE1164	109+23.00	-60.00'
TLE1165	112+44.00	-60.00'
TLE1166	112+65.00	-81.00'
TLE1167	113+17.92	-73.82'
TLE1168	113+19.87	59.91'
TLE1169	110+02.00	63.00'
TLE1170	109+24.00	64.00'
TLE1171	109+24.00	74.00'
TLE1172	108+97.00	74.00'
TLE1173	108+97.00	64.00'
TLE1174	105+23.00	70.00'
TLE1175	104+53.87	113.11'
TLE1176	103+27.06	70.00'
TLE1177	102+81.18	70.00'
TLE1178	102+08.87	69.00'
TLE1179	101+06.28	67.00'
TLE1180	100+91.00	81.37'
TLE1181	100+81.34	120.00'

STATION & OFFSET TABLE		
POINT NO.	STATION	OFFSET
IP744	18+10.84	58.27'
1100	17+57.18	0.00'
1101	17+57.18	-55.95'
PRW1102	17+68.20	-54.72'
PRW1103	18+16.94	-73.18'
1109	20+15.26	-33.20'
1110	23+73.02	-33.14'
1111	23+73.01	0.00'
1112	23+73.00	32.87'
1113	20+17.94	32.80'
1139	17+57.18	61.35'

TLE STATION & OFFSET TABLE		
POINT NO.	STATION	OFFSET
TLE1150	18+26.82	-82.10'
TLE1151	20+65.54	-33.19'
TLE1152	23+73.00	44.00'
TLE1153	20+06.69	43.99'
TLE1179	18+35.77	83.06'
TLE1180	18+20.90	68.28'
TLE1181	17+81.96	59.93'

PLE STATION & OFFSET TABLE		
POINT NO.	STATION	OFFSET
PLE1122	108+82.00	-46.55'
PLE1123	108+82.00	-61.00'
PLE1124	109+18.00	-61.00'
PLE1125	109+18.00	-46.65'

PROJECT NUMBER 6999-09-02-4.01  
SHEET 3 OF 3  
AMENDMENT NO: \_\_\_\_\_

TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.02

THAT PART OF LOT 2 OF CSM 14700 AND PART OF LOT 1 OF CSM 11809 LOCATED IN PART OF THE NW1/4 OF THE NE1/4, THAT PART OF PARCEL 1 OF CSM 14275, PART OF LOT 1 OF CSM 3510 AND PART OF LOT 1 OF CSM 394 LOCATED IN PART OF THE SW1/4 OF THE NE1/4, ALL IN SECTION 31, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

RELOCATION ORDER - LOC STR, C WAUSAU, STEWART AVENUE (S 72ND AVENUE TO S 48TH AVENUE), MARATHON COUNTY

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF WAUSAU DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF WAUSAU HEREBY ORDERS THAT:  
 1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.  
 2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY OF WAUSAU FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF WAUSAU, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), MARATHON COUNTY, NAD83 (2011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

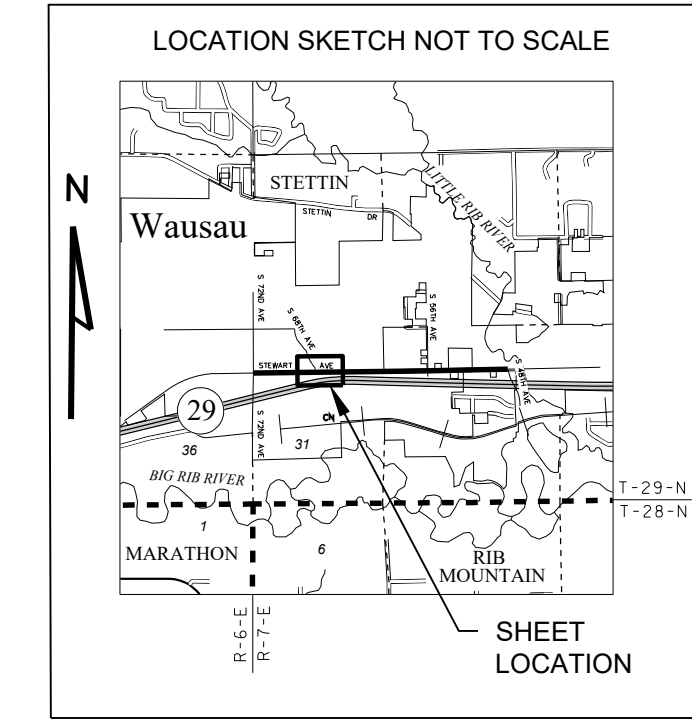
ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4"x24" IRON REBARS) UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE FOR STEWART AVE: R/W PLAT T 020-2(13), R/W PLAT 1053-06-21, CSM 394, CSM 3510, CSM 11809, CSM 11835, CSM 13127, CSM 14275, CSM 14700, AND EXISTING CENTERLINE.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE FOR S 68TH AVE: CSM 11809, CSM 13127, CSM 14700, AND EXISTING CENTERLINE.

EXISTING ACCESS CONTROL ALONG STEWART AVE HAS BEEN ESTABLISHED FROM R/W PLAT T 020-2(13), R/W PLAT 1053-06-21, DOCUMENT 824834, AND DOCUMENT 825067.

FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE CITY OF WAUSAU.



STATE OF WISCONSIN - MARATHON COUNTY  
 RECORDED  
 11-03-2022 at 3:21 PM  
 DEAN J. STRATZ, REGISTER OF DEEDS  
 DOC#: **1872549**  
 Pages: 2  
**REGISTER OF DEEDS**  
**MARATHON COUNTY, WI**  
 Received for Record this 3<sup>rd</sup> day of Nov  
 A.D., 2022, at 2:48 O'clock P.M.  
 In Plat Cabinet No. 3 on page 3 of 3  
 REGISTER  
 Dean J. Stratz  
 RESERVED FOR REGISTER OF DEEDS  
 PROJECT NUMBER 6999-09-02-4.02  
 AMENDMENT NO. \_\_\_\_\_

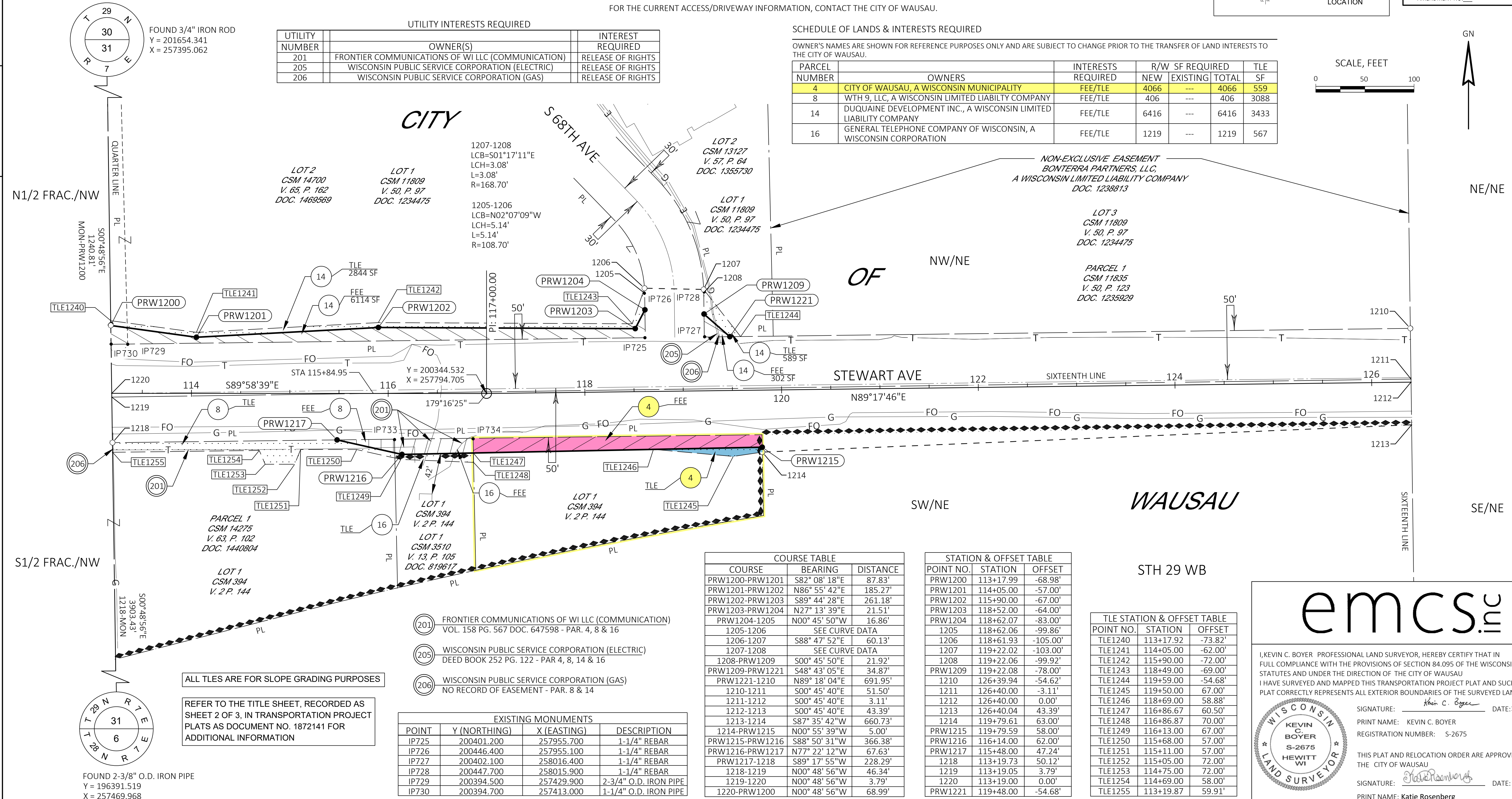
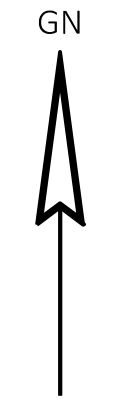
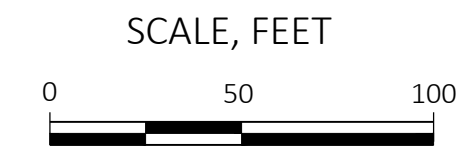
UTILITY INTERESTS REQUIRED

UTILITY NUMBER	OWNER(S)	INTEREST REQUIRED
201	FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)	RELEASE OF RIGHTS
205	WISCONSIN PUBLIC SERVICE CORPORATION (ELECTRIC)	RELEASE OF RIGHTS
206	WISCONSIN PUBLIC SERVICE CORPORATION (GAS)	RELEASE OF RIGHTS

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY OF WAUSAU.

PARCEL NUMBER	OWNERS	INTERESTS REQUIRED	R/W SF REQUIRED			TLE SF
			NEW	EXISTING	TOTAL	
4	CITY OF WAUSAU, A WISCONSIN MUNICIPALITY	FEE/TLE	4066	---	4066	559
8	WTH 9, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	FEE/TLE	406	---	406	3088
14	DUQUAINE DEVELOPMENT INC., A WISCONSIN LIMITED LIABILITY COMPANY	FEE/TLE	6416	---	6416	3433
16	GENERAL TELEPHONE COMPANY OF WISCONSIN, A WISCONSIN CORPORATION	FEE/TLE	1219	---	1219	567



- (201) FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)  
VOL. 158 PG. 567 DOC. 647598 - PAR. 4, 8 & 16
- (205) WISCONSIN PUBLIC SERVICE CORPORATION (ELECTRIC)  
DEED BOOK 252 PG. 122 - PAR 4, 8, 14 & 16
- (206) WISCONSIN PUBLIC SERVICE CORPORATION (GAS)  
NO RECORD OF EASEMENT - PAR. 8 & 14

EXISTING MONUMENTS

POINT	Y (NORTHING)	X (EASTING)	DESCRIPTION
IP725	200401.200	257955.700	1-1/4" REBAR
IP726	200446.400	257955.100	1-1/4" REBAR
IP727	200402.100	258016.400	1-1/4" REBAR
IP728	200447.700	258015.900	1-1/4" REBAR
IP729	200394.500	257429.900	2-3/4" O.D. IRON PIPE
IP730	200394.700	257413.000	1-1/4" O.D. IRON PIPE

COURSE TABLE

COURSE	BEARING	DISTANCE
PRW1200-PRW1201	S82° 08' 18"E	87.83'
PRW1201-PRW1202	N86° 55' 42"E	185.27'
PRW1202-PRW1203	S89° 44' 28"E	261.18'
PRW1203-PRW1204	N27° 13' 39"E	21.51'
PRW1204-1205	N00° 45' 50"W	16.86'
1205-1206	SEE CURVE DATA	
1206-1207	S88° 47' 52"E	60.13'
1207-1208	SEE CURVE DATA	
1208-PRW1209	S00° 45' 50"E	21.92'
PRW1209-PRW1221	S48° 43' 05"E	34.87'
PRW1221-1210	N89° 18' 04"E	691.95'
1210-1211	S00° 45' 40"E	51.50'
1211-1212	S00° 45' 40"E	3.11'
1212-1213	S00° 45' 40"E	43.39'
1213-1214	S87° 35' 42"W	660.73'
1214-PRW1215	N00° 55' 39"W	5.00'
PRW1215-PRW1216	S88° 50' 31"W	366.38'
PRW1216-PRW1217	N77° 22' 12"W	67.63'
PRW1217-1218	S89° 17' 55"W	228.29'
1218-1219	N00° 48' 56"W	46.34'
1219-1220	N00° 48' 56"W	3.79'
1220-PRW1200	N00° 48' 56"W	68.99'

STATION & OFFSET TABLE

POINT NO.	STATION	OFFSET
PRW1200	113+17.99	-68.98'
PRW1201	114+05.00	-57.00'
PRW1202	115+90.00	-67.00'
PRW1203	118+52.00	-64.00'
PRW1204	118+62.07	-83.00'
1205	118+62.06	-99.86'
1206	118+61.93	-105.00'
1207	119+22.02	-103.00'
1208	119+22.06	-99.92'
PRW1209	119+22.08	-78.00'
1210	126+39.94	-54.62'
1211	126+40.00	-3.11'
1212	126+40.00	0.00'
1213	126+40.04	43.39'
1214	119+79.61	63.00'
PRW1215	119+79.59	58.00'
PRW1216	116+14.00	62.00'
PRW1217	115+48.00	47.24'
1218	113+19.73	50.12'
1219	113+19.05	3.79'
1220	113+19.00	0.00'
PRW1221	119+48.00	-54.68'

TLE STATION & OFFSET TABLE

POINT NO.	STATION	OFFSET
TLE1240	113+17.92	-73.82'
TLE1241	114+05.00	-62.00'
TLE1242	115+90.00	-72.00'
TLE1243	118+49.00	-69.00'
TLE1244	119+59.00	-54.68'
TLE1245	119+50.00	67.00'
TLE1246	118+69.00	58.88'
TLE1247	116+86.67	60.50'
TLE1248	116+86.87	70.00'
TLE1249	116+13.00	67.00'
TLE1250	115+68.00	57.00'
TLE1251	115+11.00	57.00'
TLE1252	115+05.00	72.00'
TLE1253	114+75.00	72.00'
TLE1254	114+69.00	58.00'
TLE1255	113+19.87	59.91'

**emcs**<sub>INC</sub>

I, KEVIN C. BOYER PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY OF WAUSAU I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: *Kevin C. Boyer* DATE: 11/3/2022  
 PRINT NAME: KEVIN C. BOYER  
 REGISTRATION NUMBER: S-2675

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE CITY OF WAUSAU

SIGNATURE: *Katie Rosenberg* DATE: 11/3/2022  
 PRINT NAME: Katie Rosenberg