

**OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL**  
held on Tuesday, October 10, 2023, in Council Chambers, beginning at 6:32 p.m.,  
Mayor Katie Rosenberg presiding.

**Roll Call**

**10/10/2023**

Roll Call indicated 11 members present.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Tom	YES
4	Diny, Doug	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	ABSENT
10	Larson, Lou	YES
11	Henke, Chad	YES

**Proclamations:**

The Mayor of the City of Wausau Proclaims:

Children’s Environmental Health Day (October 12, 2023)

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

- 1) Bruce Grau, 1115 N. 10<sup>th</sup> Street – spoke in opposition of Foundry on 3<sup>rd</sup>/WOZ agreement.
- 2) Jeff Stubbe, Dwight and Linda Davis Foundation – spoke in favor of Foundry on 3<sup>rd</sup>/WOZ agreement.

**Committee Reports:**

Board of Public Works Re: Insurance Claims - April 2023 - September 2023 will be placed on file.

**Consent Agenda**

**10/10/2023**

Motion by Diny, second by Larson, to adopt all the items on the Consent Agenda as follows:

**23-0901** Minutes of a previous meeting: (9/26/2023).

**23-1004** Resolution Approving easement with Graphic Packaging Corp. for the construction of a multi-use trail at 200 Central Bridge Street.

**23-1005** Ordinance Amending Section 10.20.080(a) designating no parking on the west side of the 500 block of S. 5th Avenue from a point 125 feet north of the crosswalk at Werle Avenue north to Stewart Avenue.

**23-0108** Resolution Approving or Denying Various Licenses as Indicated.

**23-0608** Ordinance Creating Section 12.44.055 Block Parties.

Yes Votes: 10

No Votes: 0

Abstain: 0

Not Voting: 1

Result: PASSED

**15-0708**

**10/10/2023**

Motion by Lukens, seconded by Watson, to adopt the Resolution from the Plan Commission Amending the General Development Plan at 1200 North River Drive to allow for 200 residential units and 5,500 square feet of commercial space, in a PUD, Planned Unit Development Zoning District.

Rasmussen stated this plan, as approved, would support the development of needed housing within the city.

Gisselman stated opposition to this plan as it overwhelms the riverfront and is not what citizens want on the riverfront as green space is eroded for development. It was stated that high-end housing is in conflict with the needs of the city.

Kilian shared public input on concerns that the plan would impact the green space on the riverfront and concerns on the public assistance provided to the developers of the project.

Lukens stated support for the plan because of the need of housing to be developed for all income levels due to limited space available and current lack of housing. It was stated that there must be housing development on all income levels to ensure that affordable housing remains available to those in need and to support workforce development.

Larson stated concerns with the overabundance of market rate housing in regard to the unbalance of high-end housing and affordable housing. It was stated that while a number of high-end housing projects have moved forward and are complete, many proposed affordable housing projects have not.

Watson stated support of the plan as it helps moved the city towards the 525 units needed to meet housing needs by 2025.

Diny stated that this plan is part of a larger historical direction that was set by previous councils and stated support to keep that direction as changing course now would be unwise.

Martens stated concerns that the Common Council is not interested in creating housing as opposition has arose to many housing projects. It was stated that projects such as this plan should be supported to build population, tax base, and grow the city.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Tom	NO
4	Diny, Doug	YES
5	Gisselman, Gary	NO
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	ABSENT
10	Larson, Lou	NO
11	Henke, Chad	YES

Yes Votes: 7      No Votes: 3      Abstain: 0      Not Voting: 1      Result: PASSED

**23-0609**

**10/10/2023**

Motion by Henke, seconded by Watson, to adopt the Ordinance from the Plan Commission Rezoning 519 Stark Street from TF-10, Two Flat Residential-10 Zoning District to UMU, Urban Mixed Use Zoning District.

Larson stated opposition due to the lack of perceived compromise between the homeowners adjacent to the lots.

Diny provided direction to city staff to approve a plan for parking lot permits in consultation with the homeowners adjacent to the lots.

Rasmussen stated support for the ordinance change to enable better options for parking to resolve the issue at hand.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Tom	NO
4	Diny, Doug	YES
5	Gisselman, Gary	NO
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	ABSENT
10	Larson, Lou	NO
11	Henke, Chad	YES

Yes Votes: 7      No Votes: 3      Abstain: 0      Not Voting: 1      Result: PASSED

**20-0410****10/10/2023**

Motion by Henke, seconded by McElhaney, to adopt the Resolution from the Economic Development Committee Approving the Second Amendment to the Development Agreement for Bantr at 1520 Elm Street (formerly 201 N 17th Ave) with RJ Elm Properties, LLC.

Larson stated support as this doesn't impact that tax plan in place for the property and fulfills the need for short-term housing to support workforce development.

Henke stated support for short-term housing and stated that there were no concerns expressed by residents within the area shared at a neighborhood meeting that happened earlier in the week.

Martens stated support to diversify the housing stock to meet the housing needs of the city.

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

**02-1216****10/10/2023**

Motion by McElhaney, seconded by Lukens, to adopt the Joint Resolution from the Human Resources and Finance Committees Approving Police Compression Adjustment and Permanent Correction for City of Wausau Police Supervisors.

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

**23-1007****10/10/2023**

Motion by McElhaney, seconded by Larson, to adopt the Joint Resolution from the Human Resources and Finance Committees Approving Reclassing the position of Accounting Assistant to Utility Revenue Analyst.

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

**23-1006****10/10/2023**

Motion by Lukens, seconded by Henke, to adopt the Joint Resolution from the Human Resources and Finance Committees Approving the recommendation of the compensation study to move the City Attorney from grade 5 to grade 4, Assistant City Attorney from grade 12 to grade 10, and the City Clerk from grade 15 to grade 12.

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

**Suspend the Rules****10/10/2023**

Motion by Watson, second by Henke, to suspend Rule 6(B) Filing and 12(A) Referral of Resolutions. *(2/3 majority required)*

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

**03-1111****10/10/2023**

Motion by McElhaney, second by Lukens, to adopt the Joint Resolution from the Human Resources and Finance Committees Authorizing a 3% general wage adjustment for non-represented employees effective December 24, 2023.

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

**12-1012****10/10/2023**

Motion by Rasmussen, seconded by McElhaney, to adopt the Joint Resolution from the Human Resources and Finance Committees Authorizing health, dental, vision and supplemental insurance plan design for 2024.

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

**12-1012A****10/10/2023**

Motion by Watson, seconded by Lukens, to adopt the Joint Resolution from the Human Resources and Finance Committees Authorizing CCIT Inclusion on the City's health, dental, vision and supplemental insurance plan design for 2024 and 2025.

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

**22-1109**

**10/10/2023**

Motion by Rasmussen, seconded by Watson, to adopt the Resolution from the Finance Committee Approving 2023 Budget Modification – West Wausau Avenue Booster Station Generator.

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

**22-1109A**

**10/10/2023**

Motion by Watson, seconded by Rasmussen, to adopt the Resolution from the Finance Committee Approving 2023 Budget Modification – Facility Capital Projects.

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

**19-0921**

**10/10/2023**

Rasmussen stated that the agreement addressed each concern raised at previous meetings and thus should be supported.

Kilian asked questions of the developer and expressed concerns and opposition because of the termination of an agreement with Melvin Companies.

Rasmussen stated that there was not a need to go into closed session on this particular agreement as there was nothing to hide with the agreement hashed out by both parties.

Kilian stated a need to go into closed session as it was stated that there were legal and financial matters that needed to be discussed. Kilian did state that the legal and financial matters could be discussed in open session if it was the will of the Common Council.

*Point of order raised by Larson* that Rasmussen was speaking for a third time on this question. *Point of order was not well taken by the Chair. Objection by Larson.* Motion by Rasmussen, seconded by Martens, to overrule the objection.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Tom	YES
4	Diny, Doug	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	ABSENT
10	Larson, Lou	NO
11	Henke, Chad	YES

Yes Votes: 9      No Votes: 1      Abstain: 0      Not Voting: 1      Result: PASSED

Rasmussen stated that there are exhibits in the Common Council packet that provides information on the agreement with Melvin Companies further negating the need to go into closed session.

**23-0815**

**10/10/2023**

Larson questioned if the developers of this project are having financial difficulties which could impact support of the agreement.

Diny stated support for moving forward as to not further delay the start date of the development and questioned if a notice to proceed would be appropriate.

Kilian stated concerns working with the developer in the context of the developer’s failed venture in another city and questioned if a land clawback similar to that other venture would be appropriate in this agreement.

Rasmussen stated disagreements with adding clawback language further stating that protections are in place in the current agreement as presented.

Kilian expressed an interest to have access to details of the debt and equity of the capital stack to better assess the agreement.

**CLOSED SESSION**

**10/10/2023**

Motion by Lukens, seconded by Watson, to convene into CLOSED SESSION pursuant to 18.95(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: relating to the proposed First Amendment to the Development Agreement with Foundry on 3rd Ph 1, LLC, and the Purchase and Development Agreement and related amendments with Wausau Opportunity Zone, Inc. (Wausau Center Mall).

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Tom	YES
4	Diny, Doug	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	ABSENT
10	Larson, Lou	YES
11	Henke, Chad	YES

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

***RECONVENED into Open Session to take action on Closed Session items.***

Motion by Rasmussen, seconded by Watson, to adopt the Resolution from the Finance Committee Approving Cooperation Agreement between Wausau Opportunity Zone, Inc. (“WOZ”) and City of Wausau related to redevelopment of former mall site.

Kilian requested a roll call vote on this motion to adopt.

Diny requested that staff provide a monthly impact update to the Common Council on the equity stack in relation to these agreements.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Tom	NO
4	Diny, Doug	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	ABSENT
10	Larson, Lou	NO
11	Henke, Chad	YES

Yes Votes: 8      No Votes: 2      Abstain: 0      Not Voting: 1      Result: PASSED

Motion by Rasmussen, seconded by Watson, to adopt the Resolution from the Common Council Approving First Amendment to Development Agreement between Foundry on 3rd Ph 1, LLC and City of Wausau.

Kilian requested a roll call vote on this motion to adopt.

*Motion to amend* by Diny to require the developers to provide a written notice to proceed at 60 days prior to the start date. *Motion failed due to lack of a second.*

Gisselman stated opposition to the construction of high-end housing developments due to a consensus from constituents and concerns about spending public money on such developments.

Kilian stated concerns about the agreement in that it puts the city and taxpayers at an unacceptable risk.

Rasmussen stated this is the best deal that the city can move forward with and that the passage of this agreement would not be an invitation to accept additional amendments. It was stated that constituents have expressed concerns of a delay and allowing the former mall site to remain vacant.

Larson stated concerns with working with the developer in context of the history of this project itself and stated opposition in order to find the right fit for the needs of the city.

Lukens stated support because of the need for housing in the city and the public support for development in the former mall site.

McElhaney stated concerns with working with the developer similar to those expressed by Larson. It was stated that there was a need to protect the taxpayers in executing the development agreement and supporting development in the downtown area thus supported the agreement as presented.

Diny expressed an interest in convening a Committee of the Whole to discuss the larger issue of housing affordability and availability. It was stated that the city bares the responsibility of this piece of downtown and should take the responsibility to do something at this site. Diny requested a notice to proceed on March 1 of 2024 before the city spends more money on the project.

Kilian stated that a responsible policy decision would be to not approve the extension of the project and hold the developer accountable to the agreement as it was originally written and agreed upon. It was stated that if additional protections are needed, it should be included in the agreement.

Larson stated clarification on the statements made that this amendment agreement took 20 weeks to complete in that it wasn't till those 20 weeks that it was brought to the Common Council and requested that in the future matters are addressed in a timelier manner.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Tom	NO
4	Diny, Doug	YES
5	Gisselman, Gary	NO
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	ABSENT
10	Larson, Lou	NO
11	Henke, Chad	YES

Yes Votes: 7      No Votes: 3      Abstain: 0      Not Voting: 1      Result: PASSED

**Adjourn** **10/10/2023**

Motion by Watson, second by Lukens, to adjourn the meeting. Motion carried. Meeting adjourned at 9:42 p.m.

Katie Rosenberg, Mayor  
Kody Hart, Deputy City Clerk

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

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

Authorizing Downtown Snow/Ice Removal 2023-2024

Committee Action:     Approved 5-0

Fiscal Impact:         Revenue will be actual cost of work performed

**File Number:**         12-1106

**Date Introduced:**     October 24, 2023

**FISCAL IMPACT SUMMARY**

<b>COSTS</b>	<i>Budget Neutral</i>	Yes <input 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 <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>			

**RESOLUTION**

**WHEREAS**, the City will remove snow and ice from sidewalks on the following streets:

- 3rd Street from Grant Street to Washington Street
- Washington Street from 1<sup>st</sup> to 4<sup>th</sup> Street
- Jefferson Street from 1<sup>st</sup> to 4<sup>th</sup> Street
- Scott Street from 3<sup>rd</sup> to 4<sup>th</sup> Street
- North side of Jefferson Street between 4<sup>th</sup> and 5<sup>th</sup> Street
- East side of 1<sup>st</sup> Street between Jefferson and Washington Street
- East side of 4<sup>th</sup> Street between Jefferson and Scott Street
- East side of 2<sup>nd</sup> Street between Jefferson and Scott Street
- North side of McClellan Street from 3<sup>rd</sup> Street to 120 feet west
- North side of McClellan Street from 3<sup>rd</sup> Street to 120 feet east
- South side of Grant Street from 3<sup>rd</sup> Street to 120 feet east
- North side of Forest Street from 1<sup>st</sup> to 5<sup>th</sup> Street
- South side of the 100 block of Scott Street

- 1<sup>st</sup> Street and Scott Street abutting 11 Scott Street and 500 and 520 North 1<sup>st</sup> Street
- South side of Washington Street from 4<sup>th</sup> Street to 5<sup>th</sup> Street

**WHEREAS**, the intent of this resolution and its effect shall be to authorize the removal by the City of snow and ice from the sidewalks listed above, and the cost of such shall be charged to the owners of the abutting property, now therefore

**BE IT RESOLVED** by the Common Council of the City of Wausau:

1. The Director of Public Works and Utilities shall cause the snow and ice to be removed from the sidewalks listed above.
2. The cost of this work at the City's standard rate shall be charged to the property served.
3. All special charges shall be due and payable within 30 days of the date of the invoice, with interest to be charged on past due accounts. Any charge, plus accumulated interest, not paid on or before September 30, 2024 shall become a lien upon the property and shall be extended on the current tax roll as a delinquent tax against the property.
4. The Department of Public Works shall mail a copy of this resolution to the owner of each parcel charged for the cost of the removal, together with a statement of the amount charged against the particular parcel.

Approved:

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Katie Rosenberg, Mayor



CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

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Date of Meeting: October 12, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Lisa Rasmussen, Gary Gisselman, Doug Diny, Chad Henke

Also Present: Allen Wesolowski, Tara Alfonso, Jill Kurtzhals, Andrew Lynch, Dustin Kraege,  
Solomon King, Lori Wunsch, Nathan Wincentsen – Riverside Land Surveying

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

**Discussion and possible action on authorizing downtown snow/ice removal**

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This is yearly authorization to complete snow removal in the downtown area and assess the business owners.

Gisselman moved to approve. Seconded by Henke and the motion carried 5-0.

**AGENDA ITEM**

Discussion and possible action on authorizing downtown snow/ice removal

**BACKGROUND**

Each year the Council adopts a resolution authorizing the removal of snow and ice from specific sidewalks in the downtown area. In the spring of each year, the abutting property owners are sent an invoice for the actual cost of snow/ice removal.

Following are the rates from past years:

2021-2022	\$8.30/foot
2020-2021	\$5.76/foot
2019-2020	\$7.72/foot
2018-2019	\$11.92/foot
2017-2018	\$9.06/foot

Example: A downtown property with 60 feet of frontage had a cost of \$498.00 for snow/ice removal for 2021-2022.

**FISCAL IMPACT**

Property owners are charged the City’s actual cost for snow/ice removal.

**STAFF RECOMMENDATION**

Forward a resolution to the Common Council authorizing snow/ice removal for the 2023-2024 winter.

Staff contact: Allen Wesolowski 715-261-6762



CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

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Date of Meeting: September 14, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Lisa Rasmussen, Gary Gisselman, Doug Diny (Chad Henke was excused)

Also Present: Allen Wesolowski, TJ Niksich, Jill Kurtzhals, Andrew Lynch, Lori Wunsch

**CONSENT AGENDA**

- A. Approve minutes of the August 10, 2023 meeting**
  - B. Action on easement with Wisconsin Public Service at 201 Washington Street**
  - C. Action on easement with Wisconsin Public Service at 209 Washington Street**
  - D. Action on easement with Wisconsin Public Service at 215 Washington Street**
  - E. Action on easement with Graphic Packing Corp for the construction of a multi-use trail at 200 Central Bridge Street**
  - F. Action on Final Resolution to levy special assessments for 2023 Street Construction Projects**
- 

Rasmussen moved to approve the consent agenda items. Diny seconded and the motion passed 4-0.

Agenda Item No.

1C

***STAFF REPORT TO CISM COMMITTEE – September 14, 2023***

**AGENDA ITEM**

Action on easements with Wisconsin Public Service at 209 Washington Street

**BACKGROUND**

The city will be constructing a grinder pump lift station to provide sanitary service to 201 and 209 Washington Street. The city intends to install the lift station on the property of 209 Washington Street and extend sanitary main to an existing sanitary manhole at 215 Washington Street. To construct the required infrastructure to serve 201 and 209 Washington Street, several permanent and temporary easements are required. See attached map for location of required easements at 209 Washington Street.

**FISCAL IMPACT**

NA

**STAFF RECOMMENDATION**

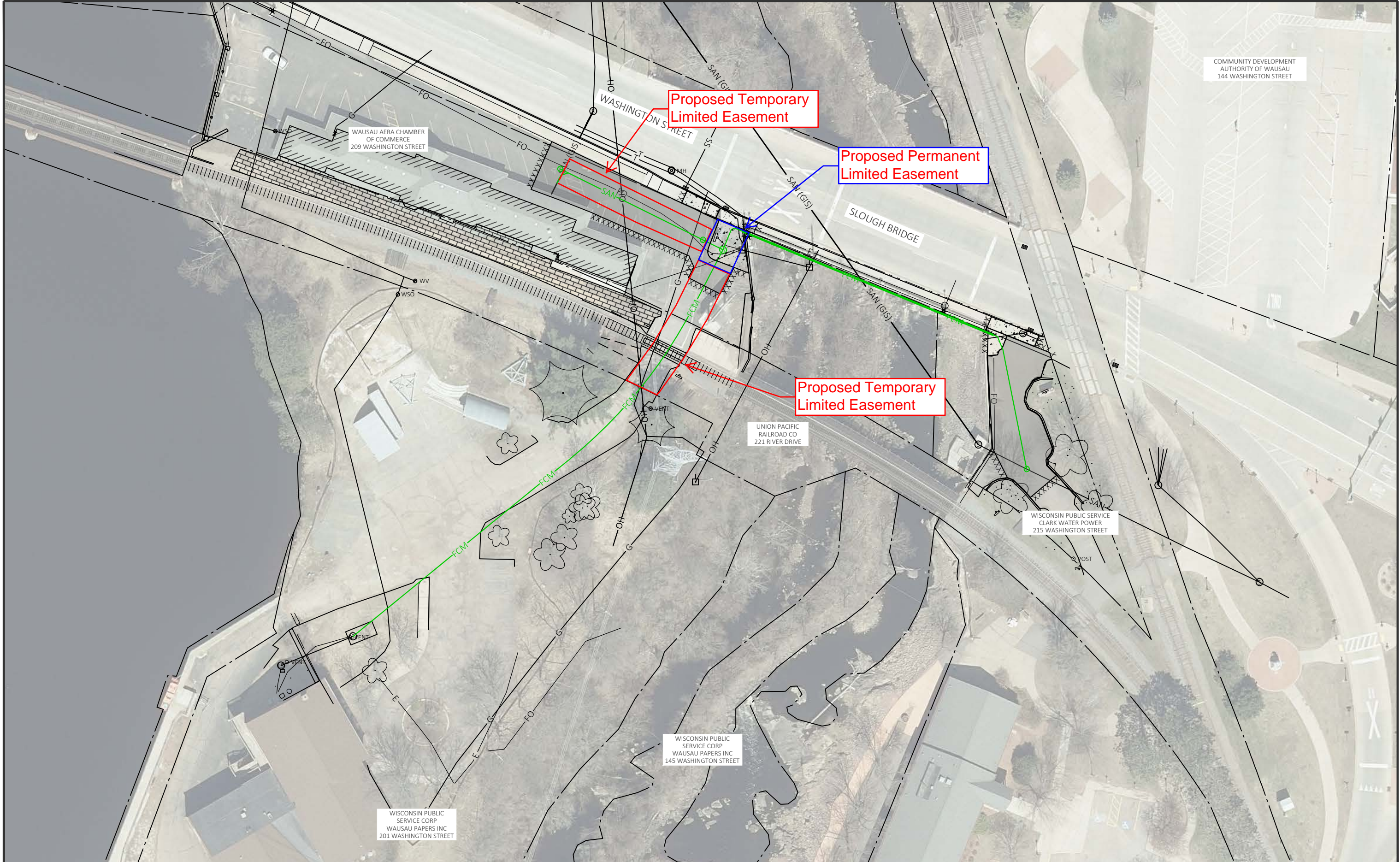
Staff recommends approval of the easement.

Staff contact: TJ Niksich 715-261-6748

NONE

LAYOUT: TLE 1  
PLOT TIME: 9/7/2023 1:03 PM  
FILE NAME: O:\Engineering\contracts\2022 Projects\2022 Washington St Siphon\BH Easement Docs\22007\_Easement Exhibit-230815.dwg

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COMMUNITY DEVELOPMENT  
AUTHORITY OF WAUSAU  
144 WASHINGTON STREET

WAUSAU AERA CHAMBER  
OF COMMERCE  
209 WASHINGTON STREET

Proposed Temporary  
Limited Easement

Proposed Permanent  
Limited Easement

Proposed Temporary  
Limited Easement

UNION PACIFIC  
RAILROAD CO  
221 RIVER DRIVE

WISCONSIN PUBLIC SERVICE  
CLARK WATER POWER  
215 WASHINGTON STREET

WISCONSIN PUBLIC  
SERVICE CORP  
WAUSAU PAPERS INC  
145 WASHINGTON STREET

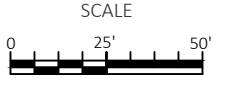
WISCONSIN PUBLIC  
SERVICE CORP  
WAUSAU PAPERS INC  
201 WASHINGTON STREET



330 N. 4th STREET  
WAUSAU, WI 54403 • 715.845.8000  
becherhoppe.com

DRAWN BY: MWO  
CHECKED BY: JRK  
DATE: AUGUST 2023

PROJECT NO: 2022.007  
REV. DATES:



CITY OF WAUSAU  
SANITARY SEWER SIPHON  
WASHINGTON STREET

PROPOSED TEMPORARY EASEMENT EXHIBIT

SHEET  
TLE 1

**EASEMENT AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between, Wausau Area Chamber of Commerce, a Wisconsin non-stock corporation, Grantors, and the City of Wausau, a municipal corporation of the State of Wisconsin, Grantee;

WITNESSETH:

That in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantors by Grantee, receipt of which is hereby acknowledged, Grantors, have this day conveyed, transferred, and delivered unto Grantee a temporary easement and right-of-way to enter upon the real estate hereinafter described at any time for the purpose of construction of a sanitary sewer service main on such property owned by Grantor which may be constructed through and under the lands hereinafter described.

The temporary easement and perpetual right of entry is depicted on the map attached hereto and made a part hereof as Exhibit 1 and is legally described as follows:

Part of the Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the East  $\frac{1}{4}$  Corner of said Section 26; thence S  $00^{\circ}04'41''$  E, along the East line of the Southeast  $\frac{1}{4}$  of said Section 26, 2629.66 feet to the Southeast corner of said Section 26;

thence N  $75^{\circ}56'47''$  W, 565.88 feet to the intersection of the Southerly right-of-way of W. Washington Street and the Easterly line of Certified Survey Map No. 312 recorded in the Office of Register of Deeds for Marathon County in Volume 2 of Certified Survey Maps on Page 62; thence S  $07^{\circ}51'53''$  E, along said Easterly line, 15.79 feet; thence S  $27^{\circ}24'47''$  W, 12.15 feet to the point of beginning;

Thence continuing S  $27^{\circ}24'47''$  W, 27.73 feet; thence along the arc of a curve to the right having a chord bearing of S  $28^{\circ}10'53''$  W and a chord distance of 7.64 feet and a radius of 285 feet, to the Northerly line of a railroad right-of-way; thence along said railroad right-of-way and along the arc of a curve to the left having a chord bearing of N  $64^{\circ}04'17''$  W and a chord distance of 30.05 feet and a radius of 1560.36 feet; thence along the arc of a curve to the left having a chord bearing of N  $28^{\circ}21'49''$  E and a chord distance of 8.42 feet and a radius of 175.02 feet; thence N  $26^{\circ}30'46''$  E, 25.27 feet; thence N  $67^{\circ}13'13''$  W, 96.87 feet; thence N  $23^{\circ}38'06''$  E, 27.17 feet to said Southerly right-of-way of W. Washington Street; thence Easterly, along said Southerly right-of-way, 108.64 feet to the Westerly line of a Permanent Easement to the City of Wausau; thence S  $26^{\circ}30'46''$  W, along said Westerly line, 25.72 feet; thence S  $67^{\circ}13'13''$  E, along the Southerly line of said Permanent Easement, 20.00 feet to the point of beginning.

Commonly known as 209 W. Washington Street, Wausau, Wisconsin.

This temporary easement shall expire on completion of the construction of the sanitary sewer service main.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss, or claims which may arise from the existence, use, and/or maintenance of said temporary easement.

Recording Area

Name and Return Address

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

PIN: 291-2907-264-0985



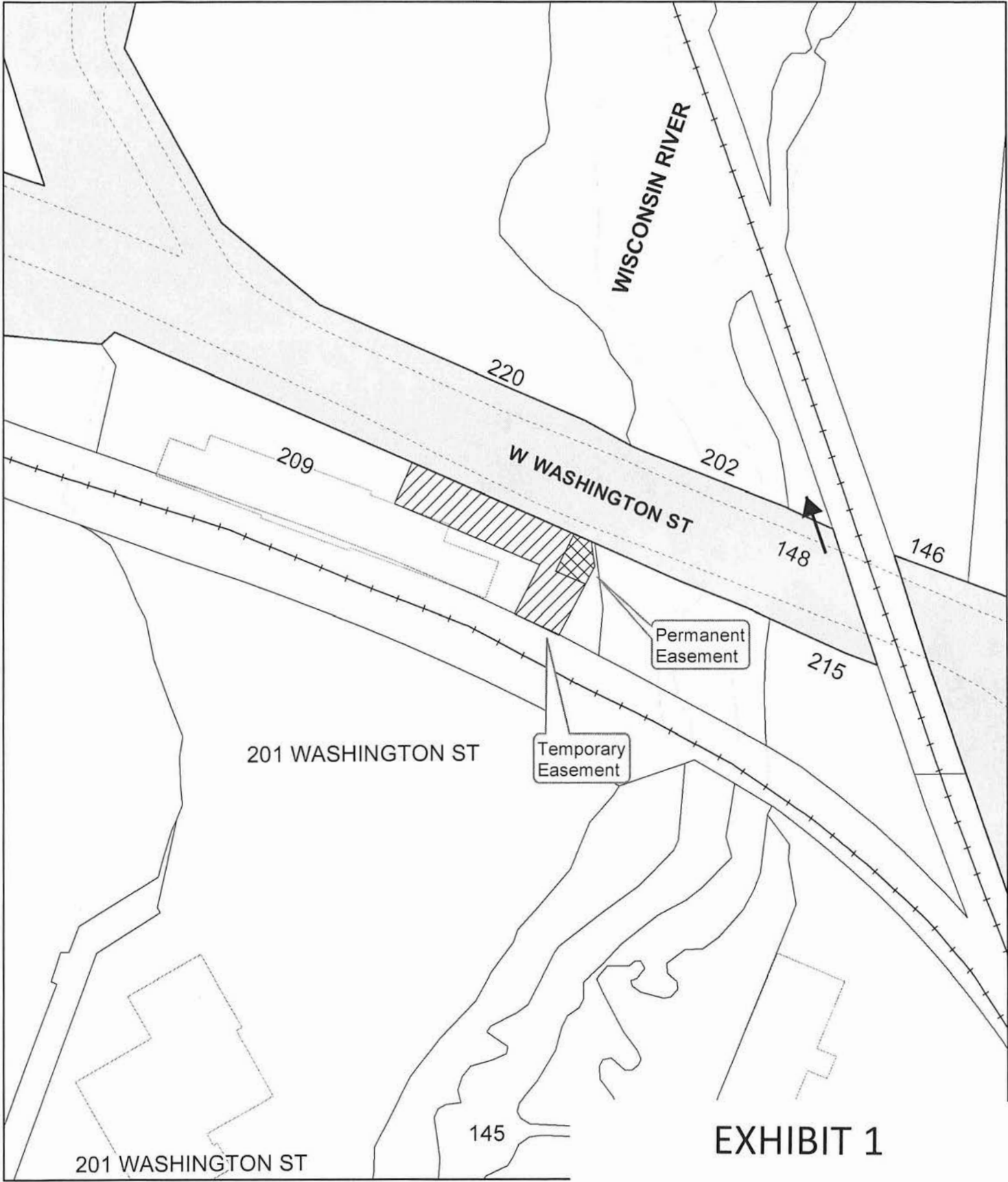


STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF MARATHON)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2020, the above named, \_\_\_\_\_  
\_\_\_\_\_ to me known to be the person(s) who executed the  
foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission expires: \_\_\_\_\_

This instrument was drafted by  
Tara G. Alfonso, Assistant City Attorney  
for the City of Wausau  
407 Grant, Street  
Wausau WI 54403-4783

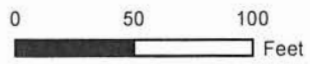


# EXHIBIT 1

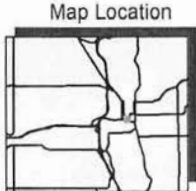


Map Date: October 5, 2023

City of Wausau  
Marathon County Wisconsin



- Parcels
- Right-of-Way
- Road Edge
- Building Footprints
- Temporary Easement
- Permanent Easement



**EASEMENT AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between, Wausau Area Chamber of Commerce, a Wisconsin non-stock corporation, Grantors, and the City of Wausau, a municipal corporation of the State of Wisconsin, Grantee;

WITNESSETH:

That in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantors by Grantee, receipt of which is hereby acknowledged, Grantors, have this day conveyed, transferred, and delivered unto Grantee a permanent non-exclusive easement for the purpose of constructing, installing, maintaining, operating, inspecting, removing, replacing, or abandoning in place a lift station and related sanitary sewer fixtures, equipment and appurtenances that may from time to time be required, together with the right of ingress and egress for the purpose of this grant.

The perpetual easement and right of entry is depicted as "Permanent Easement" on the map attached hereto and made a part hereof as Exhibit 1 and is legally described as follows:

Part of the Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the East ¼ Corner of said Section 26; thence S 00°04'41" E, along the East line of the Southeast ¼ of said Section 26, 2629.66 feet to the Southeast corner of said Section 26;

thence N 75°56'47" W, 565.88 feet to the intersection of the Southerly right-of-way of W. Washington Street and the Easterly line of Certified Survey Map No. 312 recorded in the Office of Register of Deeds for Marathon County in Volume 2 of Certified Survey Maps on Page 62, the point of beginning;

Thence S 07°51'53" E, along said Easterly line, 15.79 feet; thence S 27°24'47" W, 12.15 feet; thence N 67°13'13" W, 20.00 feet; thence N 26°30'46" E, 25.72 feet to said Southerly right-of-way of W. Washington Street; thence Easterly, along said Southerly right-of-way, 11.26 feet to said Easterly line of Certified Survey Map No. 312, the point of beginning;

Commonly known as 209 W. Washington Street, Wausau, Wisconsin.

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

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

Recording Area

Name and Return Address

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

PIN: 291-2907-264-0985

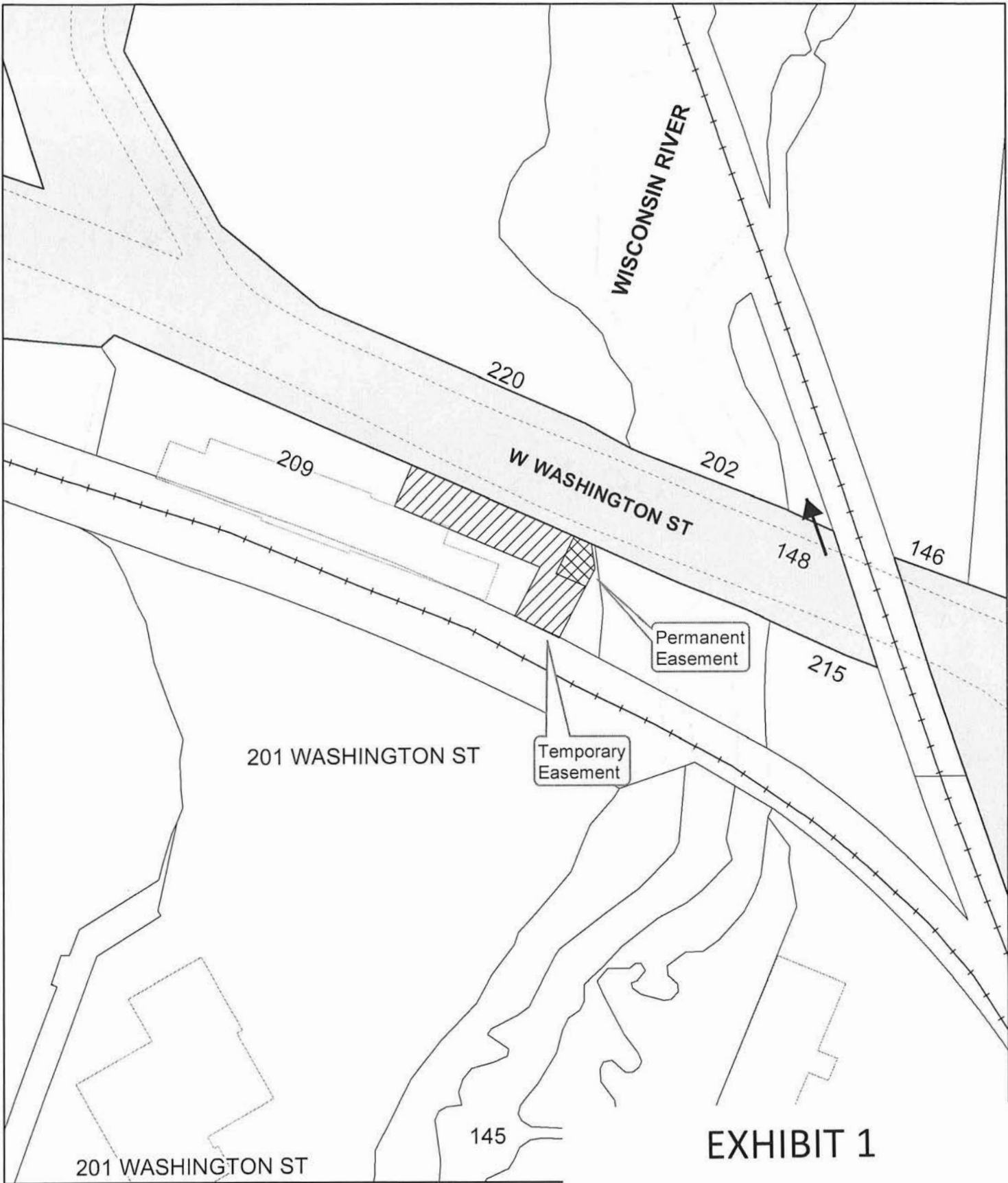


STATE OF WISCONSIN    )  
                                  ) ss.  
COUNTY OF MARATHON)

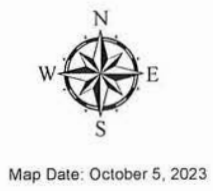
Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, the above named, \_\_\_\_\_  
\_\_\_\_\_ to me known to be the person(s) who executed the  
foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission expires: \_\_\_\_\_

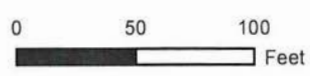
This instrument was drafted by  
Tara G. Alfonso, Assistant City Attorney  
for the City of Wausau  
407 Grant, Street  
Wausau WI 54403-4783



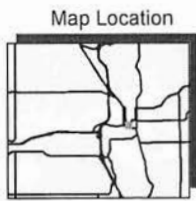
# EXHIBIT 1



City of Wausau  
Marathon County Wisconsin



- Parcels
- Right - of - Way
- Road Edge
- Building Footprints
- Temporary Easement
- Permanent Easement





CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

---

Date of Meeting: September 14, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Lisa Rasmussen, Gary Gisselman, Doug Diny (Chad Henke was excused)

Also Present: Allen Wesolowski, TJ Niksich, Jill Kurtzhals, Andrew Lynch, Lori Wunsch

**CONSENT AGENDA**

- A. Approve minutes of the August 10, 2023 meeting**
  - B. Action on easement with Wisconsin Public Service at 201 Washington Street**
  - C. Action on easement with Wisconsin Public Service at 209 Washington Street**
  - D. Action on easement with Wisconsin Public Service at 215 Washington Street**
  - E. Action on easement with Graphic Packing Corp for the construction of a multi-use trail at 200 Central Bridge Street**
  - F. Action on Final Resolution to levy special assessments for 2023 Street Construction Projects**
- 

Rasmussen moved to approve the consent agenda items. Diny seconded and the motion passed 4-0.



Agenda Item No.

1B

***STAFF REPORT TO CISM COMMITTEE – September 14, 2023***

**AGENDA ITEM**

Action on easement with Wisconsin Public Service at 201 Washington Street

**BACKGROUND**

The city will be constructing a grinder pump lift station to provide sanitary service to 201 and 209 Washington Street. The city intends to install the lift station on the property of 209 Washington Street and extend sanitary main to an existing sanitary manhole at 215 Washington Street. To construct the required infrastructure to serve 201 and 209 Washington Street, several permanent and temporary easements are required. See attached map for location of required easement at 201 Washington Street.

**FISCAL IMPACT**

NA

**STAFF RECOMMENDATION**

Staff recommends approval of the easement.

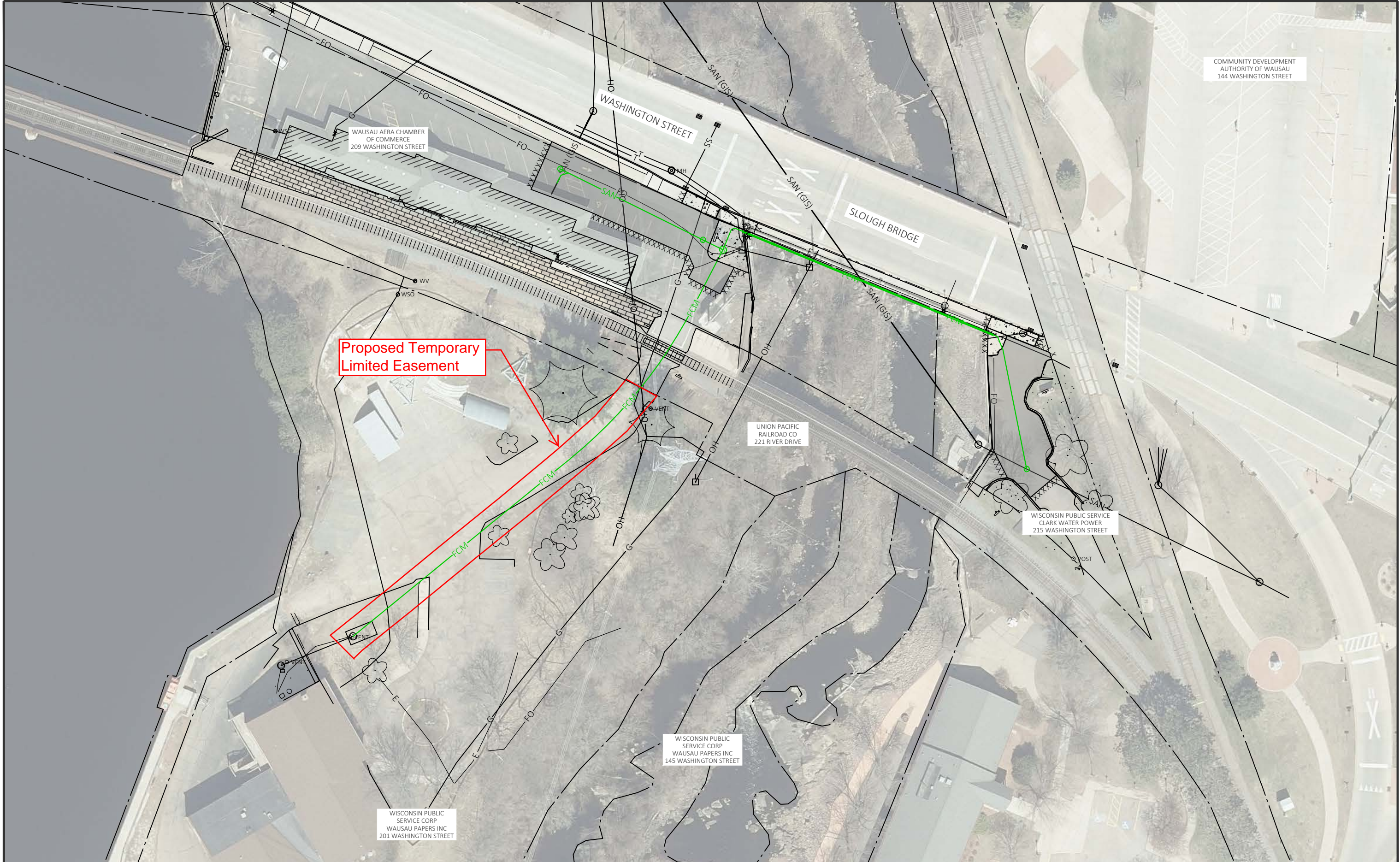
Staff contact: TJ Niksich 715-261-6748

NONE

NONE

LAYOUT: TLE 1  
PLOT TIME: 9/7/2023 1:03 PM  
FILE NAME: O:\Engineering\contracts\2022 Projects\2022 Washington St Siphon\BH Easement Docs\22007\_Easement Exhibit-230815.dwg

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**Proposed Temporary Limited Easement**

WAUSAU AERA CHAMBER OF COMMERCE  
209 WASHINGTON STREET

WASHINGTON STREET

SLOUGH BRIDGE

UNION PACIFIC RAILROAD CO  
221 RIVER DRIVE

WISCONSIN PUBLIC SERVICE  
CLARK WATER POWER  
215 WASHINGTON STREET

WISCONSIN PUBLIC SERVICE CORP  
WAUSAU PAPERS INC  
145 WASHINGTON STREET

WISCONSIN PUBLIC SERVICE CORP  
WAUSAU PAPERS INC  
201 WASHINGTON STREET

COMMUNITY DEVELOPMENT  
AUTHORITY OF WAUSAU  
144 WASHINGTON STREET



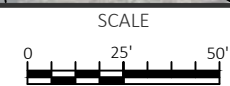
330 N. 4th STREET  
WAUSAU, WI 54403 • 715.845.8000  
becherhoppe.com

DRAWN BY: MWO  
CHECKED BY: JRK

DATE: AUGUST 2023

PROJECT NO: 2022.007

REV. DATES:



CITY OF WAUSAU  
SANITARY SEWER SIPHON  
WASHINGTON STREET

PROPOSED TEMPORARY EASEMENT EXHIBIT

SHEET  
TLE 1

**EASEMENT AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between, Wisconsin Public Service Corporation, a Wisconsin corporation, Grantors, and the City of Wausau, a municipal corporation of the State of Wisconsin, Grantee;

WITNESSETH:

That in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantors by Grantee, receipt of which is hereby acknowledged, Grantors, have this day conveyed, transferred, and delivered unto Grantee a temporary easement and right-of-way to enter upon the real estate hereinafter described at any time for the purpose of construction of a sanitary sewer service main on such property owned by Grantor which may be constructed through and under the lands hereinafter described.

The temporary easement and perpetual right of entry is depicted on the map attached hereto and made a part hereof as Exhibit 1 and is legally described as follows:

Part of the Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the East ¼ Corner of said Section 26; thence S 00°04'41" E, along the East line of the Southeast ¼ of said Section 26, 2629.66 feet to the Southeast corner of said Section 26;

thence N 75°56'47" W, 565.88 feet to the intersection of the Southerly right-of-way of W. Washington Street and the Easterly line of Certified Survey Map No. 312 recorded in the Office of Register of Deeds for Marathon County in Volume 2 of Certified Survey Maps on Page 62; thence S 07°51'53" E, along said Easterly line, 15.79 feet; thence S 27°24'47" W, 12.15 feet to the point of beginning;

Thence continuing S 27°24'47" W, 27.73 feet; thence along the arc of a curve to the right having a chord bearing of S 28°10'53" W and a chord distance of 7.64 feet and a radius of 285 feet, to the Northerly line of a railroad right-of-way; thence along said railroad right-of-way and along the arc of a curve to the left having a chord bearing of N 64°04'17" W and a chord distance of 30.05 feet and a radius of 1560.36 feet; thence along the arc of a curve to the left having a chord bearing of N 28°21'49" E and a chord distance of 8.42 feet and a radius of 175.02 feet; thence N 26°30'46" E, 25.27 feet; thence N 67°13'13" W, 96.87 feet; thence N 23°38'06" E, 27.17 feet to said Southerly right-of-way of W. Washington Street; thence Easterly, along said Southerly right-of-way, 108.64 feet to the Westerly line of the previously described Permanent Easement; thence S 26°30'46" W, along said Westerly line, 25.72 feet; thence S 67°13'13" E, along the Southerly line of the previously described Permanent Easement, 20.00 feet to the point of beginning.

Commonly known as 201 W. Washington Street, Wausau, Wisconsin.

This temporary easement shall expire on completion of the construction of the sanitary sewer service main.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss, or claims which may arise from the existence, use, and/or maintenance of said temporary easement.

Recording Area

Name and Return Address

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

PIN: 291-2907-351-0973

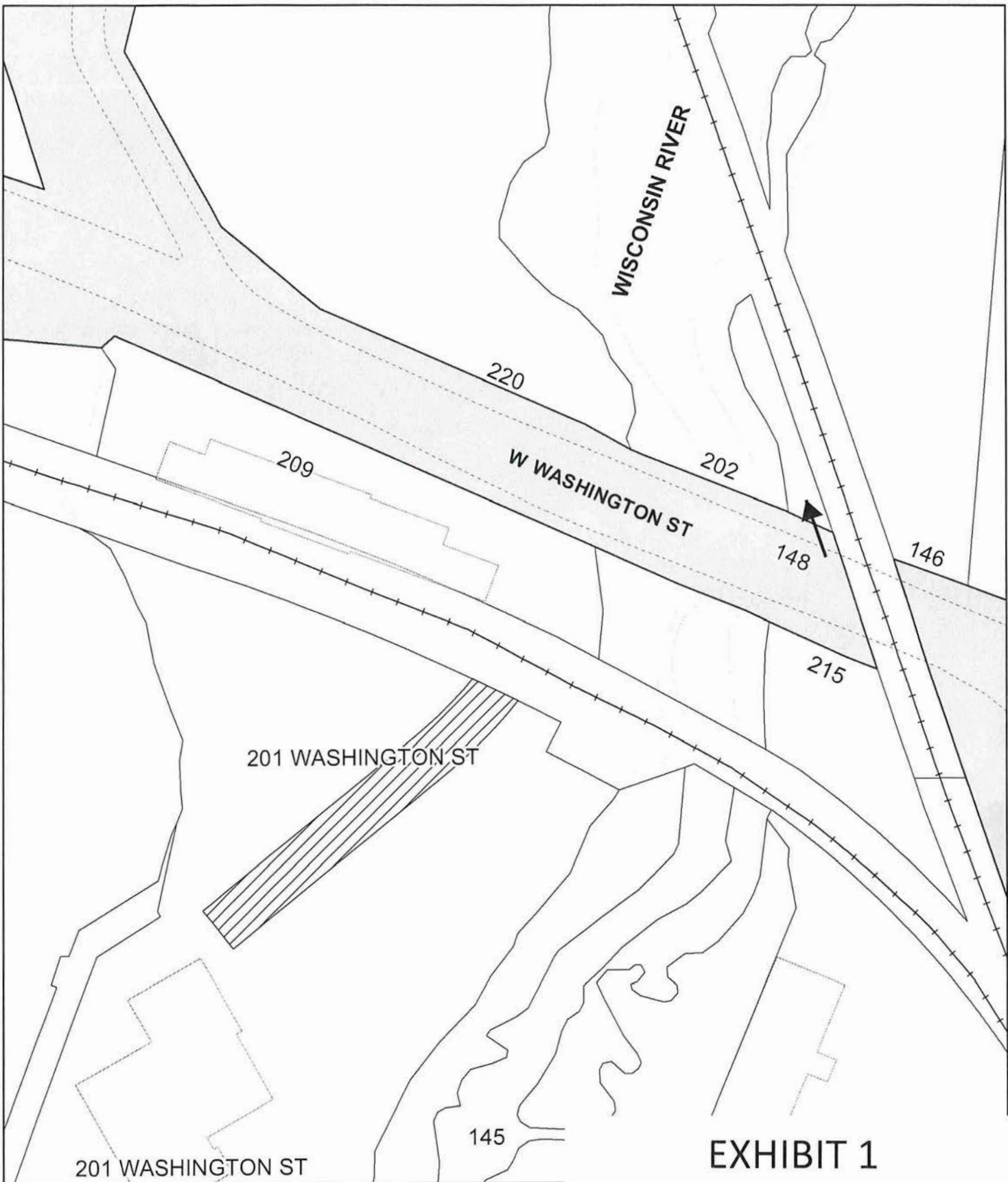


STATE OF WISCONSIN    )  
                                  ) ss.  
COUNTY OF MARATHON)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, the above named, \_\_\_\_\_  
\_\_\_\_\_ to me known to be the person(s) who executed the  
foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission expires: \_\_\_\_\_

This instrument was drafted by  
Tara G. Alfonso, Assistant City Attorney  
for the City of Wausau  
407 Grant, Street  
Wausau WI 54403-4783

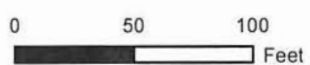







# EXHIBIT 1

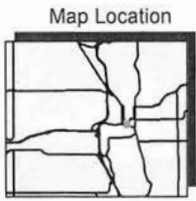


Map Date: October 5, 2023

City of Wausau  
Marathon County Wisconsin



-  Parcels
-  Right - of - Way
-  Road Edge
-  Building Footprints
-  Temporary Easement





CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

---

Date of Meeting: September 14, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Lisa Rasmussen, Gary Gisselman, Doug Diny (Chad Henke was excused)

Also Present: Allen Wesolowski, TJ Niksich, Jill Kurtzhals, Andrew Lynch, Lori Wunsch

**CONSENT AGENDA**

- A. Approve minutes of the August 10, 2023 meeting**
  - B. Action on easement with Wisconsin Public Service at 201 Washington Street**
  - C. Action on easement with Wisconsin Public Service at 209 Washington Street**
  - D. Action on easement with Wisconsin Public Service at 215 Washington Street**
  - E. Action on easement with Graphic Packing Corp for the construction of a multi-use trail at 200 Central Bridge Street**
  - F. Action on Final Resolution to levy special assessments for 2023 Street Construction Projects**
- 

Rasmussen moved to approve the consent agenda items. Diny seconded and the motion passed 4-0.



Agenda Item No.

1D

***STAFF REPORT TO CISM COMMITTEE – September 14, 2023***

**AGENDA ITEM**

Action on easement with Wisconsin Public Service at 215 Washington Street

**BACKGROUND**

The city will be constructing a grinder pump lift station to provide sanitary service to 201 and 209 Washington Street. The city intends to install the lift station on the property of 209 Washington Street and extend sanitary main to an existing sanitary manhole at 215 Washington Street. To construct the required infrastructure to serve 201 and 209 Washington Street, several permanent and temporary easements are required. See attached map for location of required easement at 215 Washington Street.

**FISCAL IMPACT**

NA

**STAFF RECOMMENDATION**

Staff recommends approval of the easement.

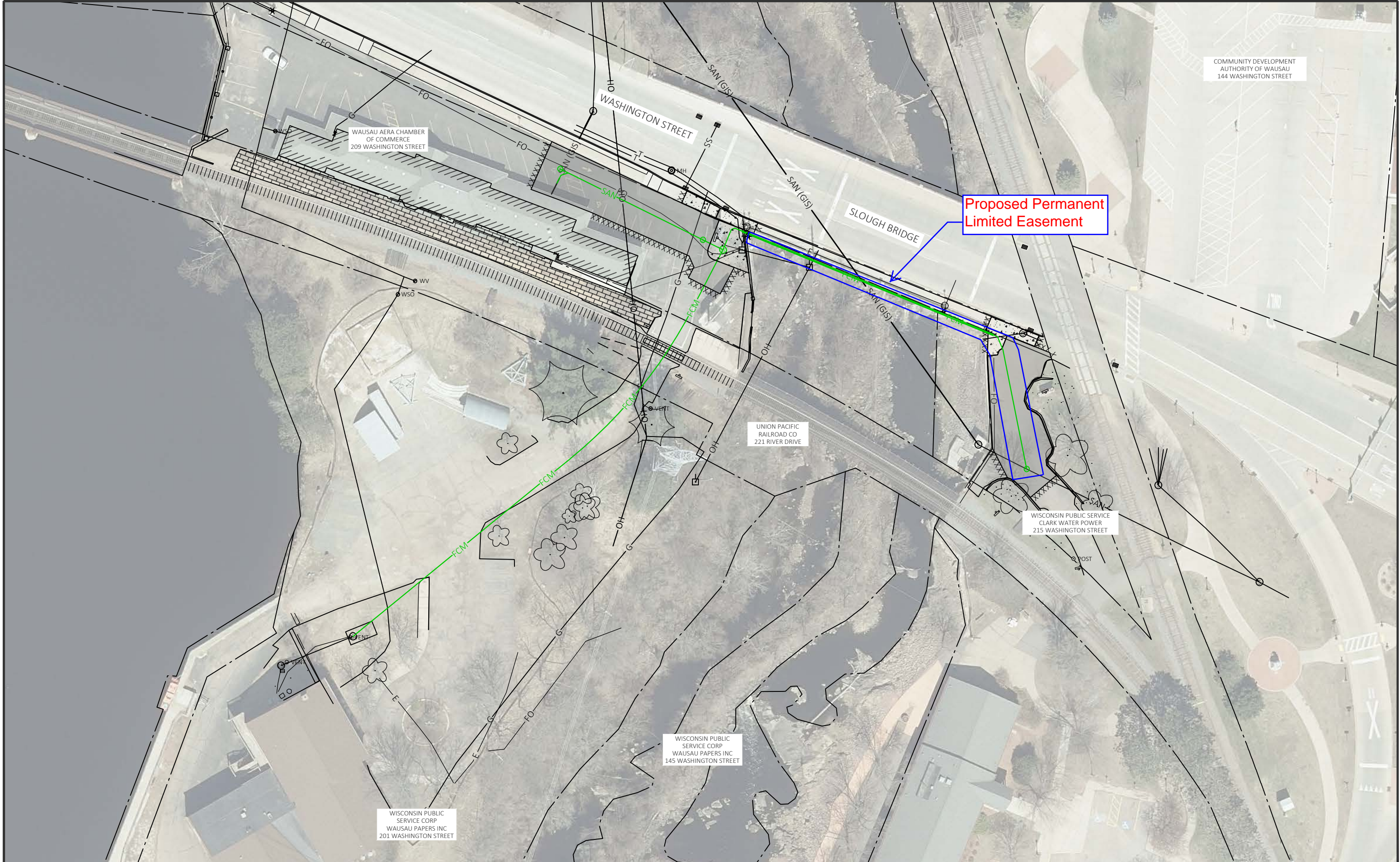
Staff contact: TJ Niksich 715-261-6748

NONE

NONE

LAYOUT: TLE 1  
PLOT TIME: 9/7/2023 1:03 PM  
FILE NAME: O:\Engineering\contracts\2022 Projects\2022 Washington St Siphon\BH Easement Docs\22007\_Easement Exhibit-230815.dwg

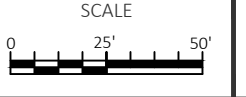
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330 N. 4th STREET  
WAUSAU, WI 54403 • 715.845.8000  
becherhoppe.com

DRAWN BY: MWO  
CHECKED BY: JRK  
DATE: AUGUST 2023

PROJECT NO: 2022.007  
REV. DATES:



CITY OF WAUSAU  
SANITARY SEWER SIPHON  
WASHINGTON STREET

PROPOSED TEMPORARY EASEMENT EXHIBIT

SHEET  
TLE 1

**EASEMENT AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between, Wisconsin Public Service Corporation, a Wisconsin corporation, Grantors, and the City of Wausau, a municipal corporation of the State of Wisconsin, Grantee;

WITNESSETH:

That in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantors by Grantee, receipt of which is hereby acknowledged, Grantors, have this day conveyed, transferred, and delivered unto Grantee a permanent non-exclusive easement for the purpose of constructing, installing, maintaining, operating, inspecting, removing, replacing, or abandoning in place a sanitary sewer main, together with the right of ingress and egress for the purpose of this grant.

The perpetual easement and right of entry is depicted on the map attached hereto and made a part hereof as Exhibit 1 and is legally described as follows:

Part of the Government Lot 6, Section 26, and part of Government Lot 5, Section 35 Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the East  $\frac{1}{4}$  Corner of said Section 26; thence S  $00^{\circ}04'41''$  E, along the East line of the Southeast  $\frac{1}{4}$  of said Section 26, 2629.66 feet to the Southeast corner of said Section 26; thence S  $88^{\circ}25'49''$  W, 370.24 feet to the point of beginning;

Thence S  $83^{\circ}37'36''$  W, 36.00 feet; thence N  $06^{\circ}22'24''$  W, 82.47 feet; thence N  $67^{\circ}33'17''$  W, 142.62 feet to the Easterly line of Certified Survey Map No. 312 recorded in the Office of Register of Deeds for Marathon County in Volume 2 of Certified Survey Maps on Page 62; thence N  $07^{\circ}51'53''$  W, along said Easterly line, 15.28 feet to the Southerly right-of-way of W. Washington Street; thence Easterly, along said Southerly right-of-way, to a point being N  $06^{\circ}22'24''$  W and 84.83 feet from the point of beginning; thence S  $06^{\circ}22'24''$  E, 84.83 feet to the point of beginning.

Commonly known as 215 W. Washington Street, Wausau, Wisconsin.

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

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

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

Recording Area

Name and Return Address

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

PIN: 291-2907-264-0971

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

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

CITY OF WAUSAU:

WISCONSIN PUBLIC SERVICE CORPORATION:

\_\_\_\_\_  
Katie Rosenberg, Mayor

\_\_\_\_\_  
Mary Goede, Deputy Clerk

STATE OF WISCONSIN )  
                                  ) ss.  
COUNTY OF MARATHON)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the above named Katie Rosenberg, Mayor, and Mary Goede, Deputy Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission expires: \_\_\_\_\_

STATE OF WISCONSIN )  
                                  ) ss.  
COUNTY OF MARATHON)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the above named, \_\_\_\_\_  
\_\_\_\_\_ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

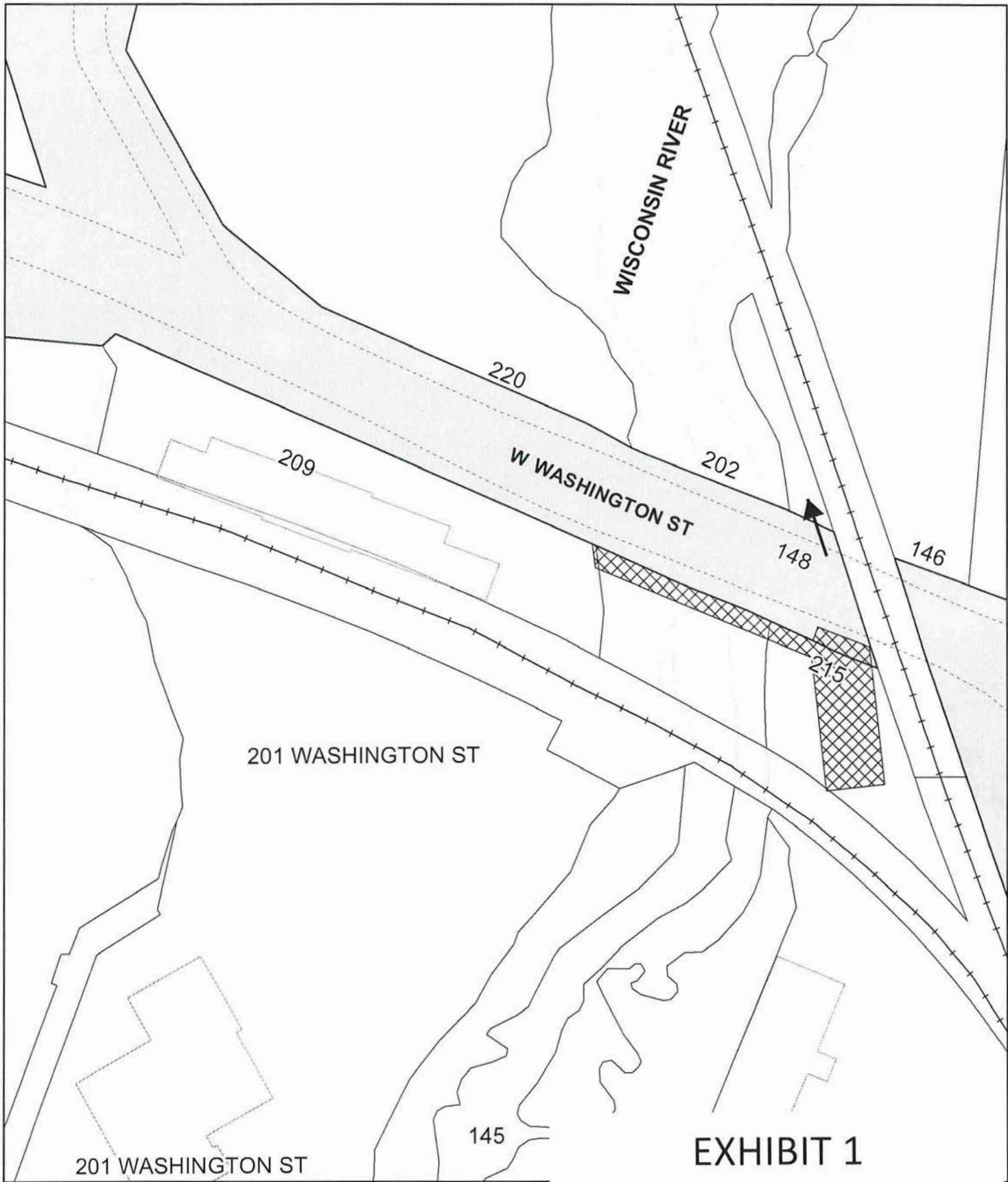
\_\_\_\_\_  
Notary Public, Wisconsin  
My commission expires: \_\_\_\_\_

STATE OF WISCONSIN    )  
                                  ) ss.  
COUNTY OF MARATHON)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, the above named, \_\_\_\_\_  
\_\_\_\_\_ to me known to be the person(s) who executed the  
foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission expires: \_\_\_\_\_

This instrument was drafted by  
Tara G. Alfonso, Assistant City Attorney  
for the City of Wausau  
407 Grant, Street  
Wausau WI 54403-4783

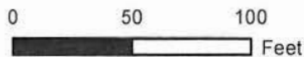


# EXHIBIT 1



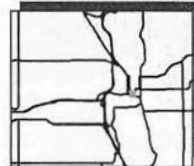
Map Date: October 5, 2023

City of Wausau  
Marathon County Wisconsin



- Parcels
- Right - of - Way
- Road Edge
- Building Footprints
- Permanent Easement

Map Location



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

<b>RESOLUTION OF THE CAPITAL IMPROVEMENTS &amp; STREET MAINTENANCE COMMITTEE</b>	
Approving Northcentral Wisconsin Stormwater Coalition Cooperative Agreement	
Committee Action:	Approved 5-0
Fiscal Impact:	\$1,500
<b>File Number:</b>	23-1011
<b>Date Introduced:</b>	October 24, 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> <span style="float:right;"><i>Annual Retirement</i></span>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

**RESOLUTION**

**WHEREAS**, the Wisconsin Department of Natural Resources regulates municipal storm sewer systems discharging water to surface or groundwaters through the Wisconsin Pollutant Discharge Elimination System (WPDES) permit program, and

**WHEREAS**, the goal of the WPDES Storm Water Program is to prevent the transportation of pollutants to Wisconsin’s water resources via stormwater runoff, and

**WHEREAS**, the City of Wausau owns stormwater facilities that are required to be permitted under the Wisconsin Pollutant Discharge Elimination System (WPDES), and

**WHEREAS**, the Stormwater Management Cooperative Agreement is between Marathon County; the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau, and Wisconsin Rapids; the villages of Kronenwetter, Plover, Rothschild and Weston; the town of Rib Mountain; and the University of Wisconsin – Stevens Point herein referred to as the Northcentral Wisconsin Stormwater Coalition, and

**WHEREAS**, the purpose of the Agreement, which is authorized pursuant to ss.66.0301, Wis. Stats., is to develop and implement a single information and outreach program meeting the requirements of the

Wisconsin Administrative Code and to increase awareness of stormwater impacts on waters of the state while avoiding duplication of efforts and saving costs, and

**WHEREAS**, the coalition will cooperate to adapt and revise operating procedures and municipal ordinances to comply with the requirements of the WPDES General Permits held by each party to the agreement and any changes made to the Wisconsin Administrative Code; now therefore

**BE IT RESOLVED** the Common Council of the City of Wausau hereby authorizes and executes a Stormwater Management Cooperative Agreement between Marathon County; the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau and Wisconsin Rapids; the villages of Kronenwetter, Plover, Rothschild, and Weston; the Town of Rib Mountain; and the University of Wisconsin – Stevens Point.

Approved:

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Katie Rosenberg, Mayor



## CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

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Date of Meeting: October 12, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Lisa Rasmussen, Gary Gisselman, Doug Diny, Chad Henke

Also Present: Allen Wesolowski, Tara Alfonso, Jill Kurtzhals, Andrew Lynch, Dustin Kraege, Solomon King, Lori Wunsch, Nathan Wincentzen – Riverside Land Surveying

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

### **Discussion and possible action on approving Northcentral Wisconsin Stormwater Coalition Cooperative Agreement**

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The City has been part of this organization with surrounding communities for 20 to 25 years. This is part of the MS4 WDNR permit. It is mainly a collaboration effort with all the communities for public outreach and education. Approval is recommended so we can keep working with surrounding communities and avoid duplication of efforts.

Rasmussen moved to approve. Gisselman seconded and the motion carried 5-0.

**AGENDA ITEM**

Discussion and possible action on approving Northcentral Wisconsin Stormwater Coalition Cooperative Agreement

**BACKGROUND**

Marathon County; the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau, and Wisconsin Rapids; the villages of Kronenwetter, Plover, Rothschild, and Weston; the town of Rib Mountain; and the University of Wisconsin – Stevens Point have formed a coalition to develop and implement a single information and outreach program meeting the requirements of the Wisconsin Administrative Code.

The collaborative effort avoids duplication of efforts, saves costs, satisfies the educational and outreach requirements of the MS4 WPDES General Permit and works to improve the quality of urban stormwater. In addition, the group works collaboratively to develop procedures and modify ordinances as necessary to comply with changes to the WPDES permits. The existing agreement is set to expire and this resolution is to renew the existing cooperative agreement.

**FISCAL IMPACT**

An annual contribution of approximately \$1,500.00 is used to fund the stormwater educational outreach programs.

**STAFF RECOMMENDATION**

Staff recommends approval of the Cooperative Agreement.

Staff contact: TJ Niksich 715-261-6748

# STORMWATER MANAGEMENT COOPERATIVE AGREEMENT

This Agreement is entered into pursuant to Wis. Stat. § 66.0301 to specify those certain responsibilities of the parties hereto in the implementation of an intergovernmental stormwater management program during the term of this Agreement.

## I. PARTIES

Any entity that is required to obtain a WPDES general permit may become a “member” of the Northcentral Wisconsin Stormwater Coalition (the Coalition).

This Agreement is among the following members: the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau, and Wisconsin Rapids; the villages of Kronenwetter, Plover, Rothschild, and Weston; the Town of Rib Mountain; Marathon County; and the University of Wisconsin-Stevens Point, herein referred to as the Northcentral Wisconsin Stormwater Coalition.

Each party shall be responsible for assigning appropriate designees to participate as members of the Northcentral Wisconsin Stormwater Coalition on behalf of each party. Duties and responsibilities are set forth below.

## II. TERM OF AGREEMENT

This Agreement shall commence on February 1, 2024, and continue through January 31, 2028. Any party may withdraw on thirty (30) days written notice to the coalition, subject only to the payment of any obligations due to the coalition under this Agreement.

## III. PURPOSE OF AGREEMENT

The purpose of this Agreement is to develop and implement a single information and outreach program for all participating members meeting the requirements of the Wisconsin Administrative Code to increase awareness of stormwater impacts on waters of the state while avoiding duplication of efforts and saving costs. The Coalition will also be tasked with cooperating to adapt and revise operating procedures, and municipal ordinances to comply with the requirements of Wisconsin Pollutant Discharge Elimination System (WPDES) General Permits held by each of the parties and any changes made to pertinent Wisconsin Administrative Code and to review changes to legislation and policies regarding stormwater and provide recommendations and options to members as well as state or federal policy makers and officials.

The parties to this Agreement may seek to improve the quality of local stormwater management programs by mutually agreeing to contract for services that would evaluate institutional arrangements for long-term program delivery and develop marketing and/or educational materials about stormwater impacts. The general WPDES permit terms and conditions, as currently held by all participating parties, are incorporated by reference. Said permits are subject to change.

## IV. PROGRAM SUMMARY

The activities required to complete this program include, but are not limited to the following:

- A. Review current research about stormwater impacts on waters of the state.
- B. Assess the public’s current knowledge of the causes of stormwater pollution.
- C. Develop marketing/educational materials to encourage reduction of the causes of stormwater pollution.
- D. Provide information directly to the public to influence changes in the behavior and encourage best practices for stormwater management.
- E. Evaluate collaborative efforts and institutional arrangements which may be used to implement

a long-term information and outreach program to meet the interests of the participating agencies.

- F. Work collaboratively to revise current ordinances to address the requirements of WPDES General Permits held by each of the participating parties.
- G. Work collaboratively to develop new procedures and revise existing agency practices to comply with and address the requirements of WPDES General Permits held by each participating party.

**V. SCOPE OF SERVICES**

Northcentral Wisconsin Stormwater Coalition duties shall include the following:

- A. Research, evaluate and develop a public education and outreach program, which will meet the requirements of WPDES permits held by the participating parties.
- B. Develop procedures and modify ordinances as necessary to comply with the WPDES permit, and the Administrative Code and changes made to the code and permit requirements.
- C. Collect funds from members to implement the education and outreach plan developed by the coalition and distribute these funds as voted upon by the membership to target educational goals of the WPDES program. Funding levels required shall be determined by the coalition members based upon educational activities and research planned by the members.
- D. Marathon County shall act as administrative and fiscal agent for the coalition and may delegate all or part of the necessary duty to a partner agency or organization.
- E. Create and administer bylaws to govern its operation.

**VI. INSURANCE**

Each party to this Agreement shall maintain its own liability and worker's compensation insurance sufficient to insure against the risks arising from each party's responsibilities under this Agreement. Events and activities sponsored by the Northcentral Wisconsin Stormwater Coalition shall be considered as work time by the personnel of all participating parties and shall be construed to carry with it all worker's compensation and liability insurance coverage for any claims arising from acts or omissions of said personnel.

**VII. MUTUAL INDEMNIFICATION**

The parties agree fully to indemnify and hold one another harmless from and against all claims, actions, judgments, costs, and expenses, arising out of damages or injuries to third persons or their property, caused by the fault or negligence of the said party, its agents, or employees, in the performance of this Agreement. The parties shall give to each other prompt and reasonable notice of any such claims or actions and shall retain the right to investigate, compromise and/or defend same.

**VIII. WAIVER OF BREACHES**

No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

**IX. APPLICABLE LAW**

This Agreement shall be governed under the laws of the State of Wisconsin.

**X. SECTION HEADINGS**

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

**XI. NON-ASSIGNMENT OF AGREEMENT**

The participating parties agree that there shall be no assignment or transfer of this Agreement, nor any interests, rights or responsibilities herein contained, except as agreed in writing by all participating parties.

**XII. MODIFICATIONS TO AGREEMENT**

There shall be no modifications to this Agreement except by a two-thirds (2/3) vote of the membership.

**XIII. INTEGRATION OF AGREEMENT**

The entire agreement of the parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral, and all negotiations as well as any previous agreements presently in effect between the participating parties relating to the subject matter of this Agreement.

All parties hereto having read and understood the entirety of this Agreement consisting of three (3) typewritten pages hereby affix their duly authorized signatures.

**XIV. APPROVAL**

This Stormwater Management Cooperative Agreement shall be adopted by resolution (or by other acceptable means by the University) by each member.

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

**RESOLUTION OF THE FINANCE COMMITTEE**

Accepting dedication of a portion of 7119 Stewart Avenue for public right-of-way

Committee Action:      Approved 5-0

Fiscal Impact:          None

**File Number:**          22-0912

**Date Introduced:**      October 24, 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 approved the transportation project plat for the reconstruction of Stewart Avenue from 72<sup>nd</sup> Avenue to 48<sup>th</sup> Avenue; and

**WHEREAS**, Request for Proposals for real estate services needed related to the Stewart Avenue Project were sought and received by the Board of Public Works on May 24, 2022; and

**WHEREAS**, a committee consisting of three staff members reviewed and ranked the four proposals received, with Corre, Inc. receiving the highest average score; and

**WHEREAS**, on June 7, 2022, the Board of Public Works accepted the proposal submitted by Corre, Inc. for the right-of-way property acquisition for the Stewart Avenue Project; and

**WHEREAS**, a portion of 7119 Stewart Avenue as indicated on the plat, which is city-owned, is needed for the reconstruction project; and

**WHEREAS**, the dedication of this land is required at this time and it is in the public interest for the City to dedicate such land; and

**WHEREAS**, your Finance Committee, on October 10, 2023, recommended dedicating the said portion of 7119 Stewart Avenue for public right-of-way for the Stewart Avenue Project; and

**WHEREAS**, in lieu of exercising its right to an appraisal and to just compensation, the City intends by this Resolution to waive this right and declare its intent to dedicate said lands as public right-of-way.

**NOW, THEREFORE, BE IT RESOLVED** the Common Council of the City of Wausau does accept the dedication of a portion of 7119 Stewart Avenue for right-of-way as indicated on the Transportation Project Plat for the reconstruction of Stewart Avenue from 72<sup>nd</sup> Avenue to 48<sup>th</sup> Avenue.

**BE IT FURTHER RESOLVED** this resolution shall be recorded in the office of the Marathon County Register of Deeds.

Approved:

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Katie Rosenberg, Mayor

**FINANCE COMMITTEE – BUDGET SESSION #1**

Date and Time: Tuesday, October 10, 2023 @ 5:30 p.m., Council Chambers

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

Others Present: Mayor Rosenberg, MaryAnne Groat, Emily Ley, Anne Jacobson, Matt Barnes, Jermany Kopp, Bob Barteck, James Henderson, Eric Lindman, Dustin Kraege, Rick Rubow, Mark Sauer, Liz Brodek, Randy Fifrick, Kody Hart, Alder Gary Gisselman, Alder Chad Henke

**Discussion and possible action accepting dedication of a portion of 7119 Stewart Avenue for public right-of-way**

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



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:** October 4, 2023

**SUBJECT:** Dedication of a portion of 7119 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 7119 Stewart Avenue, a City owned parcel, has a right of way taking as part of the project. A project map is attached showing the parcel. Also, a copy of the Transportation Project Plat page is attached. The parcel on the plat is Parcel 4. A resolution will be adopted to donate the portion of the parcel. Staff recommends approving donating the portion of the parcel as right of way and donating the temporary limited easement.

APOGEE WAUSAU GROUP INC

KINGSPAN LIGHT & AIR LLC

CITY OF WAUSAU

7120

STEWART AV

7119

MARATHON COUNTY

CITY OF WAUSAU

DP REAL ESTATE LLC

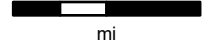
S 72ND AV

# ArcGIS Web Map

City of Wausau / DPW

Date Printed: 10/4/2023

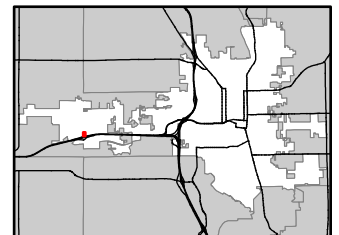
0 0.01 0.01



mi

Owner Last Name

Parcel



### NOTES:

1. Duplication of this map is prohibited without the written consent of the City of Wausau DPW / GIS Dept.

2. This map was compiled and developed by the City of Wausau and Marathon County GIS. The City and County assume no responsibility for the accuracy of the information contained herein.

3. City of Wausau  
Public Works / GIS Division  
407 Grant St  
Wausau, WI 54403  
www.ci.wausau.wi.us

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

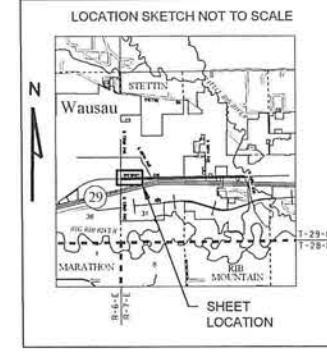
THAT PART OF LOT 1 OF CSM 1159 LOCATED IN PART OF THE SE1/4 OF THE NE1/4 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 6 EAST, PART OF LOT 1 OF CSM 17539 LOCATED IN PART OF THE NE1/4 OF THE NE1/4 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 6 EAST, PART OF LOT 1 OF CSM 4281, PART OF OUTLOT 1 OF CSM 12575, PART 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.

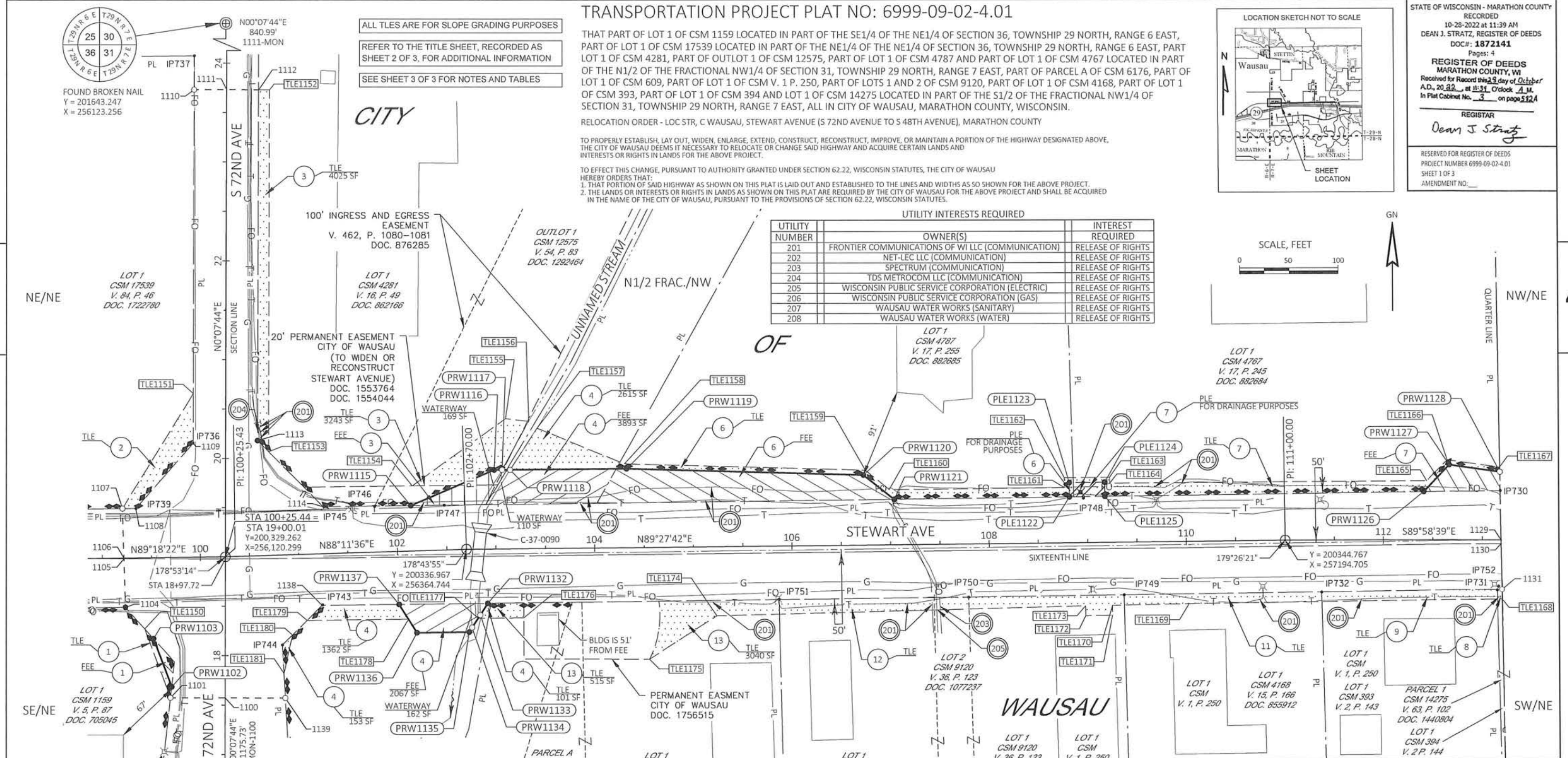


STATE OF WISCONSIN - MARATHON COUNTY  
 RECORDED  
 10-28-2022 at 11:39 AM  
 DEAN J. STRATZ, REGISTER OF DEEDS  
 DOC#: 1872141  
 Pages: 4  
**REGISTER OF DEEDS**  
 MARATHON COUNTY, WI  
 Received for Record this 23 day of October  
 A.D., 2022, at 11:31 O'clock A.M.  
 In Plat Cabinet No. 3 on page 5124  
 REGISTER  
 Dean J. Stratz  
 RESERVED FOR REGISTER OF DEEDS  
 PROJECT NUMBER 6999-09-02-4.01  
 SHEET 1 OF 3  
 AMENDMENT NO.:

ALL TILES 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 INTERESTS REQUIRED

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 SF	TLE SF
			NEW	EXISTING	TOTAL		
1	MARATHON COUNTY, A WISCONSIN MUNICIPAL CORPORATION	FEE/TLE	301	---	301	---	313
2	APOGEE WAUSAU GROUP, INC., A WISCONSIN CORPORATION	TLE	---	---	---	---	2264
3	KINGSPAN LIGHT & AIR LLC, A DELAWARE LIMITED LIABILITY COMPANY	FEE/TLE	1556	---	1556	---	7268
4	CITY OF WAUSAU, A WISCONSIN MUNICIPALITY	FEE/TLE	5960	---	5960	---	4231
6	BADGER HOUSING ASSOCIATES III, A WISCONSIN CO-PARTNERSHIP	FEE/PLE/TLE	8254	---	8254	63	3247
7	OSHCN CORPORATION, A WISCONSIN CORPORATION	FEE/PLE/TLE	1521	---	1521	455	4586
8	WTH 9, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	TLE	---	---	---	---	47
9	BRIAN LUETKE 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

- (201) FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)  
VOL. 66 PG. 561 DOC. 604190 - PAR. 2, 3, 4, 6, 7 & 8  
VOL. 155 PG. 286 DOC. 645939 - PAR. 9  
VOL. 155 PG. 604 DOC. 646161 - PAR. 11, 12 & 13  
VOL. 158 PG. 567 DOC. 647598 - PAR. 8  
VOL. 440 PG. 101 DOC. 859525 - PAR. 13  
VOL. 578 PG. 187 DOC. 959612 - PAR. 7
- (202) NET-LEC LLC (COMMUNICATION)  
DOC. 1607184 - PAR. 12
- (203) SPECTRUM (COMMUNICATION)  
NO RECORD OF EASEMENT - PAR. 12
- (204) TDS METROCOM LLC (COMMUNICATION)  
NO RECORD OF EASEMENT - PAR. 3
- (205) WISCONSIN PUBLIC SERVICE CORPORATION (ELECTRIC)  
NO RECORD OF EASEMENT - PAR. 12  
DOC. 1770320 - PAR. 13
- (207) WAUSAU WATER WORKS (SANITARY)  
DOC. 1756515 - PAR. 13
- (208) WAUSAU WATER WORKS (WATER)  
DOC. 1756515 - PAR. 13

**emcs inc**

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

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

<b>RESOLUTION OF THE FINANCE COMMITTEE</b>	
Approving Nominal Payment Parcel for a Temporary Limited Easement at 5411 Stewart Avenue, Parcel 36, Transportation Project Plat 6999-09-02	
Committee Action:	Approved 5-0
Fiscal Impact:	\$400.00
<b>File Number:</b>	23-0612A
<b>Date Introduced:</b>	October 24, 2023

<b>FISCAL IMPACT SUMMARY</b>			
<b>COSTS</b>	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source:</i> TID #10
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
<b>SOURCE</b>	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i> <span style="float: right;"><i>Annual Retirement</i></span>
	<i>TID Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input checked="" type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

**RESOLUTION**

**WHEREAS**, Stewart Avenue from 72<sup>nd</sup> Avenue to 48<sup>th</sup> Avenue is proposed to be reconstructed in 2024; and

**WHEREAS**, in preparation for the reconstruction project, the City must acquire the necessary real estate to construct the street in accordance with the conceptual design approved; and

**WHEREAS**, in order to acquire the necessary property for the approved road design, the City hired CORRE, Inc. to administer the real estate acquisitions needed for the reconstruction project; and

**WHEREAS**, on February 28, 2023 your Finance Committee reviewed the Nominal Payment Parcel Report for the Stewart Avenue Project and recommended approval; and

**WHEREAS**, on September 26, 2023 your Finance Committee reviewed the offer of and recommend approving a temporary limited easement of 492 sq. ft. for \$379.40 for a total rounded to \$400.00 for the property at 5411 Stewart Avenue; and

**WHEREAS**, the property owner has accepted the offer; now therefore

**BE IT RESOLVED** by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the documents necessary to acquire the property interests described herein for the property at 5411 Stewart Avenue.

Approved:

---

Katie Rosenberg, Mayor

# NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

RE1897 11/2022 Ch. 32 Wis. Stats.

Owner name(s) Tou Xoua Yang	Area and interest required 492.00 sq. ft. of Temporary Limited Easement (TLE)
--------------------------------	--

### Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	TLE Worksheet	492.00	Sq Ft	\$2.65	\$379.40

Total Allocation                      \$379.40  
Rounded To                                \$400.00

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.

X *Tou Xoua Yang*                      9-7-23  
Owner Signature                              Date  
Tou Xoua Yang

X *[Signature]*                              9/07/23  
Owner Signature                              Date

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  
36

Size of Temporary Limited Easement (TLE)		492.00
Unit value of the unencumbered fee within the TLE:	\$	2.65
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:	\$	130.38
<b><u>Discounted Lump Sum Payment of Annual Rent</u></b>		
Discount Rate:		2.00%
· First Year:	\$	130.38
· Second Year:	\$	127.82
· Third Year:	\$	121.20
· Fourth Year:	\$	-
· Fifth Year:	\$	-
· Sixth Year:	\$	-
<b>Total Compensation for Land Within the TLE:</b>	<b>\$</b>	<b>379.40</b>

## **FINANCE COMMITTEE**

Date and Time: Tuesday, September 26, 2023 @ 5:30 p.m., Council Chambers

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

Others Present: Mayor Rosenberg, MaryAnne Groat, Ben Graham, Anne Jacobson, Gerald Klein, Jeremy Kopp, James Henderson, Dustin Kraege, Eric Lindman, Liz Brodek, Tammy Stratz, Mary Goede

**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 3 (7120 Stewart Avenue) – Temporary Limited Easement/New Highway Right of Way Fee**

**Parcel 11 (7015 Stewart Avenue) -Temporary Limited Easement**

**Parcel 13 (7111 Stewart Avenue) - Temporary Limited Easement**

**Parcel 26 (5606 Stewart Avenue) – Temporary Limited Easement**

**Parcel 27 (5602 Stewart Avenue) – Temporary Limited Easement**

**Parcel 36 (5411 Stewart Avenue) – Temporary Limited Easement**

*No Discussion.*

Motion by Diny, second by Lukens to approve all. Motion carried 5-0.



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

<b>RESOLUTION OF THE FINANCE COMMITTEE</b>	
Approving Nominal Payment Parcel for a Temporary Limited Easement at 5602 Stewart Avenue, Parcel 27, Transportation Project Plat 6999-09-02	
Committee Action:	Approved 5-0
Fiscal Impact:	\$250.00
File Number:	23-0912B
Date Introduced:	October 24, 2023

<b>FISCAL IMPACT SUMMARY</b>			
<b>COSTS</b>	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source:</i> TID #10
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
<b>SOURCE</b>	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i> <span style="float: right;"><i>Annual Retirement</i></span>
	<i>TID Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input checked="" type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

**RESOLUTION**

**WHEREAS**, Stewart Avenue from 72<sup>nd</sup> Avenue to 48<sup>th</sup> Avenue is proposed to be reconstructed in 2024; and

**WHEREAS**, in preparation for the reconstruction project, the City must acquire the necessary real estate to construct the street in accordance with the conceptual design approved; and

**WHEREAS**, in order to acquire the necessary property for the approved road design, the City hired CORRE, Inc. to administer the real estate acquisitions needed for the reconstruction project; and

**WHEREAS**, on February 28, 2023 your Finance Committee reviewed the Nominal Payment Parcel Report for the Stewart Avenue Project and recommended approval; and

**WHEREAS**, on September 26, 2023 your Finance Committee reviewed the offer of and recommend approving a temporary limited easement of 294 sq. ft. for \$68.44 for a total rounded to \$250.00 for the property at 5602 Stewart Avenue; and

**WHEREAS**, the property owner has accepted the offer; now therefore

**BE IT RESOLVED** by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the documents necessary to acquire the property interests described herein for the property at 5602 Stewart Avenue.

Approved:

---

Katie Rosenberg, Mayor



Size of Temporary Limited Easement (TLE)	:	368.00
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:	\$	29.44
<b><u>Discounted Lump Sum Payment of Annual Rent</u></b>		
Discount Rate:		2.00%
* First Year:	\$	29.44
* Second Year:	\$	28.86
* Third Year:	\$	27.37
* Fourth Year:	\$	-
* Fifth Year:	\$	-
* Sixth Year:	\$	-
<b>Total Compensation for Land Within the TLE:</b>	<b>\$</b>	<b>85.67</b>

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

<b>RESOLUTION OF THE FINANCE COMMITTEE</b>	
Approving Nominal Payment Parcel for a Temporary Limited Easement at 5606 Stewart Avenue, Parcel 26, Transportation Project Plat 6999-09-02	
Committee Action:	Approved 5-0
Fiscal Impact:	\$250.00
<b>File Number:</b>	23-0912C
<b>Date Introduced:</b>	October 24, 2023

<b>FISCAL IMPACT SUMMARY</b>			
<b>COSTS</b>	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source:</i> TID #10
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
<b>SOURCE</b>	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i> <span style="float: right;"><i>Annual Retirement</i></span>
	<i>TID Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input checked="" type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

**RESOLUTION**

**WHEREAS**, Stewart Avenue from 72<sup>nd</sup> Avenue to 48<sup>th</sup> Avenue is proposed to be reconstructed in 2024; and

**WHEREAS**, in preparation for the reconstruction project, the City must acquire the necessary real estate to construct the street in accordance with the conceptual design approved; and

**WHEREAS**, in order to acquire the necessary property for the approved road design, the City hired CORRE, Inc. to administer the real estate acquisitions needed for the reconstruction project; and

**WHEREAS**, on February 28, 2023 your Finance Committee reviewed the Nominal Payment Parcel Report for the Stewart Avenue Project and recommended approval; and

**WHEREAS**, on September 26, 2023 your Finance Committee reviewed the offer of and recommend approving a temporary limited easement of 368 sq. ft. for \$85.67 for a total rounded to \$250.00 for the property at 5606 Stewart Avenue; and

**WHEREAS**, the property owner has accepted the offer; now therefore

**BE IT RESOLVED** by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the documents necessary to acquire the property interests described herein for the property at 5606 Stewart Avenue.

Approved:

---

Katie Rosenberg, Mayor



Size of Temporary Limited Easement (TLE)	:	368.00
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:	\$	29.44
<b><u>Discounted Lump Sum Payment of Annual Rent</u></b>		
Discount Rate:		2.00%
* First Year:	\$	29.44
* Second Year:	\$	28.86
* Third Year:	\$	27.37
* Fourth Year:	\$	-
* Fifth Year:	\$	-
* Sixth Year:	\$	-
<b>Total Compensation for Land Within the TLE:</b>	<b>\$</b>	<b>85.67</b>



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

<b>RESOLUTION OF THE FINANCE COMMITTEE</b>	
Approving Nominal Payment Parcel for a Temporary Limited Easement at 7015 Stewart Avenue, Parcel 11, Transportation Project Plat 6999-09-02	
Committee Action:	Approved 5-0
Fiscal Impact:	\$1,250.00
File Number:	23-0912D
Date Introduced:	October 24, 2023

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

**RESOLUTION**

**WHEREAS**, Stewart Avenue from 72<sup>nd</sup> Avenue to 48<sup>th</sup> Avenue is proposed to be reconstructed in 2024; and

**WHEREAS**, in preparation for the reconstruction project, the City must acquire the necessary real estate to construct the street in accordance with the conceptual design approved; and

**WHEREAS**, in order to acquire the necessary property for the approved road design, the City hired CORRE, Inc. to administer the real estate acquisitions needed for the reconstruction project; and

**WHEREAS**, on February 28, 2023 your Finance Committee reviewed the Nominal Payment Parcel Report for the Stewart Avenue Project and recommended approval; and

**WHEREAS**, on September 26, 2023 your Finance Committee reviewed the offer of and recommend approving a temporary limited easement of 1,997 sq. ft. for \$1,220.35 for a total rounded to \$1,250.00 for the property at 7015 Stewart Avenue; and

**WHEREAS**, the property owner has accepted the offer; now therefore

**BE IT RESOLVED** by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the documents necessary to acquire the property interests described herein for the property at 7015 Stewart Avenue.

Approved:

---

Katie Rosenberg, Mayor

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

RE1897 11/2022 Ch. 32 Wis. Stats.

Owner name(s) Industrial Towel and Uniform, Inc.	Area and interest required 1,997.00 sq. ft. of Temporary Limited Easement (TLE)
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**Allocation**

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	TLE Worksheet	1,997.00	Sq Ft	\$2.10	\$1,220.35

Total Allocation \$1,220.35  
Rounded To \$1,250.00

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 **Industrial Towel and Uniform, Inc.** to execute this document.

X Doug Rotkopf 9/11/23  
Signature Date  
VP operations  
Print Name & Title

X \_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Print Name & Title

Approved for City of Wausau

For Office Use Only

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



Q J 9 9 8 9 1 8

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

Project ID  
6999-09-02

Parcel No  
11

Size of Temporary Limited Easement (TLE)	:	1,997.00
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
<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:	\$	419.37
<b><u>Discounted Lump Sum Payment of Annual Rent</u></b>		
Discount Rate:		2.00%
• First Year:	\$	419.37
• Second Year:	\$	411.15
• Third Year:	\$	389.83
• Fourth Year:	\$	-
• Fifth Year:	\$	-
• Sixth Year:	\$	-
<b>Total Compensation for Land Within the TLE:</b>	<b>\$</b>	<b>1,220.35</b>

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

<b>RESOLUTION OF THE FINANCE COMMITTEE</b>	
Approving Nominal Payment Parcel for a Temporary Limited Easement at 7111 Stewart Avenue, Parcel 13, Transportation Project Plat 6999-09-02	
Committee Action:	Approved 5-0
Fiscal Impact:	\$2,200.00
File Number:	23-0912E
Date Introduced:	October 24, 2023

<b>FISCAL IMPACT SUMMARY</b>			
<b>COSTS</b>	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source:</i> TID #10
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
<b>SOURCE</b>	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i> <span style="float: right;"><i>Annual Retirement</i></span>
	<i>TID Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input checked="" type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

**RESOLUTION**

**WHEREAS**, Stewart Avenue from 72<sup>nd</sup> Avenue to 48<sup>th</sup> Avenue is proposed to be reconstructed in 2024; and

**WHEREAS**, in preparation for the reconstruction project, the City must acquire the necessary real estate to construct the street in accordance with the conceptual design approved; and

**WHEREAS**, in order to acquire the necessary property for the approved road design, the City hired CORRE, Inc. to administer the real estate acquisitions needed for the reconstruction project; and

**WHEREAS**, on February 28, 2023 your Finance Committee reviewed the Nominal Payment Parcel Report for the Stewart Avenue Project and recommended approval; and

**WHEREAS**, on September 26, 2023 your Finance Committee reviewed the offer of and recommend approving a temporary limited easement of 3,555 sq. ft. for \$2,172.43 for a total rounded to \$2,200.00 for the property at 7111 Stewart Avenue; and

**WHEREAS**, the property owner has accepted the offer; now therefore

**BE IT RESOLVED** by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the documents necessary to acquire the property interests described herein for the property at 7111 Stewart Avenue.

Approved:

---

Katie Rosenberg, Mayor

# NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

RE1897 11/2022 Ch. 32 Wis. Stats.

Owner name(s) DP Real Estate LLC	Area and interest required 3,555.00 sq. ft. of Temporary Limited Easement (TLE)
-------------------------------------	--

### Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	TLE Worksheet	3,555.00	Sq Ft	\$2.10	\$2,172.43

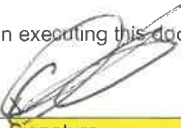
Total Allocation \$2,172.43  
Rounded To \$2,200.00

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 **DP Real Estate LLC** to execute this document.

  
 Signature \_\_\_\_\_ Date 9-7-23

Dennis Draeger  
 Print Name & Title \_\_\_\_\_

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

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

Approved for City of Wausau

For Office Use Only

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



Q J 9 9 8 9 2 2

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

Project ID  
 6999-09-02

Parcel No  
 13

Size of Temporary Limited Easement (TLE)	:	3,555.00
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
<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:	\$	746.55
<b><u>Discounted Lump Sum Payment of Annual Rent</u></b>		
Discount Rate:		2.00%
· First Year:	\$	746.55
· Second Year:	\$	731.91
· Third Year:	\$	693.97
· Fourth Year:	\$	-
· Fifth Year:	\$	-
· Sixth Year:	\$	-
<b>Total Compensation for Land Within the TLE:</b>	<b>\$</b>	<b>2,172.43</b>



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

<b>RESOLUTION OF THE FINANCE COMMITTEE</b>	
Approving Nominal Payment Parcel for a Temporary Limited Easement and New Highway Right-of-Way Fee at 7120 Stewart Avenue, Parcel 3, Transportation Project Plat 6999-09-02	
Committee Action:	Approved 5-0
Fiscal Impact:	\$2,950.00
File Number:	23-0912F
Date Introduced:	October 24, 2023

<b>FISCAL IMPACT SUMMARY</b>			
<b>COSTS</b>	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source:</i> TID #10
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
<b>SOURCE</b>	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i> <span style="float: right;"><i>Annual Retirement</i></span>
	<i>TID Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input checked="" type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

**RESOLUTION**

**WHEREAS**, Stewart Avenue from 72<sup>nd</sup> Avenue to 48<sup>th</sup> Avenue is proposed to be reconstructed in 2024; and

**WHEREAS**, in preparation for the reconstruction project, the City must acquire the necessary real estate to construct the street in accordance with the conceptual design approved; and

**WHEREAS**, in order to acquire the necessary property for the approved road design, the City hired CORRE, Inc. to administer the real estate acquisitions needed for the reconstruction project; and

**WHEREAS**, on February 28, 2023 your Finance Committee reviewed the Nominal Payment Parcel Report for the Stewart Avenue Project and recommended approval; and

**WHEREAS**, on September 26, 2023 your Finance Committee reviewed the offer of and recommend approving a temporary limited easement of 7,268 sq. ft. for \$1,691.97; and a new highway right-of-way fee of 1,556 sq. ft. for \$1,244.80 for a total rounded to \$2,950.00 for the property at 7120 Stewart Avenue; and

**WHEREAS**, the property owner has accepted the offer; now therefore

**BE IT RESOLVED** by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the documents necessary to acquire the property interests described herein for the property at 7120 Stewart Avenue.

Approved:

---

Katie Rosenberg, Mayor

# NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

RE1897 11/2022 Ch. 32 Wis. Stats.

Owner name(s) Kingspan Light & Air LLC	Area and interest required 1,556.00 sq. ft. of New Highway Right of Way (FEE), 7,268.00 sq. ft. of Temporary Limited Easement (TLE)
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### Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	TLE Worksheet	7,268.00	Sq Ft	\$0.80	\$1,691.97
New Highway Right of Way (FEE)		1,556.00	Sq Ft	\$0.80	\$1,244.80

Total Allocation \$2,936.77  
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 **Kingspan Light & Air LLC** to execute this document.

X <u>Emer Kiernan</u> <u>09/16/2023</u> Signature Date <u>Emer Kiernan, Vice President of finance</u> Print Name & Title	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  
3

Size of Temporary Limited Easement (TLE)	7,268.00
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:	\$ 581.44
<b><u>Discounted Lump Sum Payment of Annual Rent</u></b>	
Discount Rate:	2.00%
· First Year:	\$ 581.44
· Second Year:	\$ 570.04
· Third Year:	\$ 540.49
· Fourth Year:	\$ -
· Fifth Year:	\$ -
· Sixth Year:	\$ -
<b>Total Compensation for Land Within the TLE:</b>	<b>\$ 1,691.97</b>



Washington Street and Stewart Avenue)

Beginning at the Grand Avenue intersection and ending at the 1<sup>st</sup> Avenue intersection. The segment includes the bridge structures over the Wisconsin River and river overflow channel

- STH 52 (Highway 52 Parkway and Stewart Avenue)  
Beginning at 0.02 miles north of the Stewart Avenue intersection and ending at the 3<sup>rd</sup> Avenue intersection
- STH 52 Eastbound (Forest Street)  
Beginning at the Grand Avenue intersection and ending at the 6<sup>th</sup> Street intersection
- STH 52 Eastbound (6<sup>th</sup> Street)  
Beginning at the Scott Street intersection and ending at the Bridge Street intersection
- STH 52 Westbound (5<sup>th</sup> Street)  
Beginning at the Scott Street intersection and ending at the Bridge Street intersection; and

**WHEREAS**, the Wisconsin Department of Transportation has determined that the traveling public will best be served by adding to the City's Connecting Highway System, highway segments described as:

- USH Business 51 (Thomas Street)  
Beginning at the Grand Avenue intersection and ending at the 1<sup>st</sup> Avenue intersection. The segment includes bridge structures over the Wisconsin River and Fox Valley & Lake Superior railroad track
- USH Business 51 Northbound (1<sup>st</sup> Avenue)  
Beginning at the Thomas Street intersection and ending at the Stewart Avenue intersection
- USH Business 51 Southbound (Thomas Street)  
Beginning at the 1<sup>st</sup> Avenue intersection and ending at the 3<sup>rd</sup> Avenue intersection
- USH Business 51 Southbound (3<sup>rd</sup> Avenue)  
Beginning at the Thomas Street intersection and ending at the Stewart Avenue intersection
- STH 52 (Bridge Street)  
Beginning at the USH 51 interchange southbound ramp terminal and ending at the 5<sup>th</sup> Street intersection. The segment includes a bridge structure over the Wisconsin River, River Drive and Fox Valley & Lake Superior railroad track
- STH 52 Eastbound (Bridge Street)  
Beginning at the 5<sup>th</sup> Street intersection and ending at the 6<sup>th</sup> Street intersection

**WHEREAS**, Section 86.32(1), Wisconsin Statutes, enables the State to designate or rescind the designation of certain marked routes of the state trunk highway system over the streets or highways in any municipality; and

**WHEREAS**, your Capital Improvements and Street Maintenance Committee, at their October 12, 2023 meeting, reviewed the Connecting Highway Designation and Rescission Agreements and recommends approval (a copy of each is attached hereto and incorporated herein by reference).

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Wausau does hereby authorize and directs the proper City officials to execute the Connecting Highway Designation and Connecting Highway Rescission Agreements pertaining to US Highway Business 51 and STH 52 with the Wisconsin Department of Transportation.

Approved:

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Katie Rosenberg, Mayor

## CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

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Date of Meeting: October 12, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Lisa Rasmussen, Gary Gisselman, Doug Diny, Chad Henke

Also Present: Allen Wesolowski, Tara Alfonso, Jill Kurtzhals, Andrew Lynch, Dustin Kraege, Solomon King, Lori Wunsch, Nathan Wincentzen – Riverside Land Surveying

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

### **Discussion and possible action on Connecting Highway Recission and Connecting Highway Designation regarding the rerouting of STH 52 and Business Hwy 51 in the City of Wausau**

Wesolowski explained this is through the DOT. There is a document to rescind existing highway designations. A map was provided showing the areas on 52 Parkway, Stewart Avenue, 1<sup>st</sup> Street, Forest Street that would be rescinded. The second document shows the areas that would become state highways. Bridge Street would now be designated as a highway from 6<sup>th</sup> Street to Highway 51. Business Highway 51 would use 1<sup>st</sup> and 3<sup>rd</sup> Avenues to Thomas Street, Thomas Street to Grand Avenue.

The DOT did a traffic study and found that the associated traffic changes were minimal. The DOT was also looking to complete an environmental document; however, they decided not to complete this as the project does not involve any construction. The DOT requested that the City hold a public comment meeting, which took place at the last CISM meeting. The meeting did not yield any comments. The DOT felt comfortable with drafting the recission and designation documents. The City would collect about \$33,000 less in connecting highway aids. At one time the DOT was asking the City to contribute to the cost of the sign changes. They are bidding out a major sign project for the corridor and have agreed to add new signs and take down existing signs related to this project. They had estimated that cost to be \$130,000 that the DOT is now willing to pay for with no contribution from the City.

Rasmussen said when a connecting highway designation is accepted, it comes with a stream of road aid dollars. When those roads need work or rebuild, we can expect there would be sharing or help from the State. Wesolowski explained that connecting highway designation means we still maintain them. We get connecting highway aids to plow, patch, etc. If it needs to be reconstructed, the DOT pays for the reconstruction. This leads Rasmussen to believe this is a fantastic deal as the new route contains two bridges that are not new. If it comes to the point where these bridges need work or replacement, having them designated as a connecting highway should help us. Wesolowski explained that the bridges are different. The City is the maintaining authority on all the bridges. Now the connecting highway goes across the Stewart Ave/Scott Street bridges. If those needed to be reconstructed, they would be reconstructed by the DOT under their program. With this proposed change, those bridges would revert to a local bridge program. The bridges would be replaced by the City under the local bridge program. The local bridge program is very well funded and usually has an excess of funds. From what we have been told by the DOT, the bridges would probably get replaced quicker under the local bridge aid program. The Bridge Street Bridge would still be owned by the City but would fall under the DOT's program to replace and under the local bridge aid program. The Thomas Street Bridge is owned by the DOT. Under these agreements, the DOT has a commitment to rebuild the Thomas Street Bridge once and then turn it over to the City.

Rasmussen asked if we are better off in this scenario in terms of replacement, repair, or reconstruction. If not on the local bridge aid program, she asked if it would be a situation where the DOT would let the bridge decay to a point where it is unsafe and failing testing before they will do anything. We have seen them let other bridges go way past their useful life, such as in Brokaw. Wesolowski said the DOT has indicated the bridges would probably get replaced quicker on the local bridge aid program versus under the DOT program. Discussion followed.

Wesolowski indicated the incentive to the DOT is that they would have less highway miles through the City. The advantage to the City is removing the highway designations from the downtown. A portion of Grand Avenue, 5<sup>th</sup>



Street, and 6<sup>th</sup> Street will now be the City's responsibility to reconstruct, but that would open up other funding sources, such as the STP Urban Fund and LRIP Funding.

Henke asked what the GTA payments are used for now. Wesolowski feels that may be a better question for Groat but it is used for maintenance, plowing, and reconstruction. The General Transportation Aids are used for transportation purposes. It is part of the money that pays for our transportation system.

Henke moved to approve. Rasmussen seconded and the motion carried 5-0.

**AGENDA ITEM**

Discussion and possible action on Connecting Highway Recission and Connecting Highway Designation regarding the rerouting of STH 52 and Business Highway 51 in the City of Wausau

**BACKGROUND**

Business Hwy 51 and STH 52 run through the City of Wausau as connecting highways. Being designated as a connecting highway means the Wisconsin Department of Transportation (WDOT) is the controlling authority over these roadways. It also means the WDOT is responsible for the reconstruction of these roadways. The City of Wausau receives connecting highway aid on these segments of roadway to do roadway maintenance such as pothole patching and pavement marking.

Engineering and Planning have been working with the WDOT to reroute STH 52 and Business 51. The attached maps outline the existing connecting highways to remain, the connecting highways to be rescinded, and the new designated connecting highways in the City of Wausau. Business HWY 51 would utilize 1<sup>st</sup> and 3<sup>rd</sup> Avenues from Stewart to Thomas Street and Thomas Street from 3<sup>rd</sup> Avenue to Grand Avenue. WDOT has reviewed these proposed routes and conducted a traffic study. The traffic study did not reveal any significant issues related to the proposed re-route.

An opportunity for public comment was held at the September CISM meeting, no comments were received.

The Wisconsin DOT staff has drafted the attached documents which would formalize the changes. The 4 documents rescind a portion of each route and then add a portion to the new route. The 4 documents are attached.

**FISCAL IMPACT**

The WDOT has estimated the City would receive approximately \$33,000 less per year in GTA payments from the State with the changes to the connecting highway designation. This reduction would not take effect until 2025. The WDOT has agreed to fund removing and adding route change signs. The WDOT has estimated this cost to be \$130,000.

**STAFF RECOMMENDATION**

Staff recommends approving the documents to formalize the reroute.

Staff contact: Allen Wesolowski 715-261-6762

# CONNECTING HIGHWAY DESIGNATION

## AGREEMENT FOR CONNECTING HIGHWAY CHANGE NUMBER 301 PERTAINING TO US HIGHWAY BUS 51 AND STATE TRUNK HIGHWAY 52 CITY OF WAUSAU MARATHON COUNTY

### 1. Introduction

The Wisconsin Department of Transportation (Department) proposes Connecting Highway Changes in the City of Wausau (City) in Marathon County, whereby:

- Segments of existing city streets will be designated as Connecting Highway.

### 2. Statutory Authority of State Highway Change

All determinations and decisions herein and hereafter described are made in accordance with Section 86.32(1) of the Wisconsin State Statutes whereby the Department is proposing Connecting Highway Change Number 301 to add segments of Connecting Highway in the City.

### 3. Determination and Description of Highway Segments To Be Added To The Connecting Highway System

The Department hereby finds, determines, and makes this decision that the traveling public will best be served by adding to the City's Connecting Highway System, the highway segments described as:

Segment #1: USH Bus 51 (Thomas Street)

Beginning at the Grand Avenue intersection and ending at the 1<sup>st</sup> Avenue intersection. The length of this segment is 0.81 miles. The segment includes bridge structures over the Wisconsin River and Fox Valley & Lake Superior railroad track.

Segment #2: USH Bus 51 Northbound (1<sup>st</sup> Avenue)

Beginning at the Thomas Street intersection and ending at the Stewart Avenue intersection. The length of this segment is 0.82 miles.

Segment #3: USH Bus 51 Southbound (Thomas Street)

Beginning at the 1<sup>st</sup> Avenue intersection and ending at the 3<sup>rd</sup> Avenue intersection. The length of this segment is 0.06 miles.

## CONNECTING HIGHWAY DESIGNATION

### Segment #4: USH Bus 51 Southbound (3<sup>rd</sup> Avenue)

Beginning at the Thomas Street intersection and ending at the Stewart Avenue intersection. The length of this segment is 0.74 miles.

### Segment #5: STH 52 (Bridge Street)

Beginning at the USH 51 interchange southbound ramp terminal and ending at the 5<sup>th</sup> Street intersection. The length of this segment is 1.58 miles. The segment includes a bridge structure over the Wisconsin River, River Drive, and Fox Valley & Lake Superior railroad track.

### Segment #6: STH 52 Eastbound (Bridge Street)

Beginning at the 5<sup>th</sup> Street intersection and ending at the 6<sup>th</sup> Street intersection. The length of this segment is 0.11 miles.

Said segments are depicted on the attached Location Map.

#### 4. Effective Date of Change

The effective date for the changes described in Section 3 shall be after the State installs all signs in calendar year 2024 along the new connecting highway segments as described in Section VIII of the Other Considerations document for this agreement.

#### 5. Other Considerations

The Department has determined that Other Considerations should be included within this agreement for the connecting highway changes. See attached **OTHER CONSIDERATIONS document**.

\_\_\_\_\_  
Rebecca Burkel, Administrator  
Division of Transportation System Development

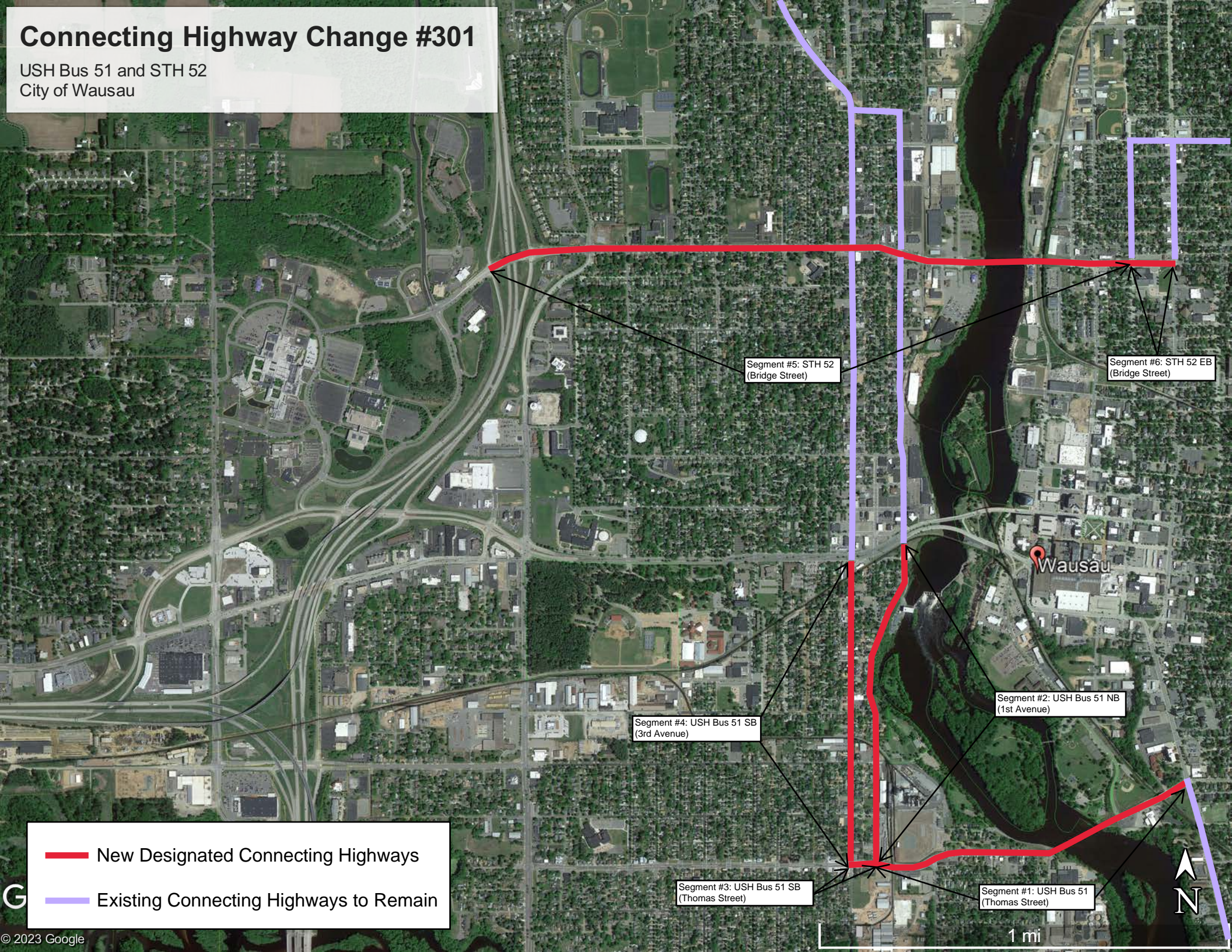
\_\_\_\_\_  
Date

\_\_\_\_\_  
Katie Rosenberg, Mayor  
City of Wausau

\_\_\_\_\_  
Date

# Connecting Highway Change #301

USH Bus 51 and STH 52  
City of Wausau



Segment #5: STH 52  
(Bridge Street)



Segment #6: STH 52 EB  
(Bridge Street)

Segment #2: USH Bus 51 NB  
(1st Avenue)

Segment #4: USH Bus 51 SB  
(3rd Avenue)

Segment #3: USH Bus 51 SB  
(Thomas Street)

Segment #1: USH Bus 51  
(Thomas Street)

 New Designated Connecting Highways  
 Existing Connecting Highways to Remain

**OTHER CONSIDERATIONS  
CONNECTION HIGHWAY CHANGE NUMBER 301**

**SECTION I**

**RIGHT-OF-WAY**

The City already has ownership of the underlying right-of-way along the highway segments.

**SECTION II**

**ACCESS**

The City already has all access control authority over the highway segments.

**SECTION III**

**UTILITIES AND OTHER NON-ACCESS PERMITS**

The City already has all utility and other permitting control authority over the highway segments.

**SECTION IV**

**HIGHWAY MAINTENANCE AGREEMENTS**

Not applicable for the connection highway changes.

**DAILY MAINTENANCE RESPONSIBILITY AND CONNECTING HIGHWAY AIDS**

The City currently has maintenance responsibility for the highway segments. With the designation of these segments as connecting highway, the City will still be responsible for the maintenance. However, the segments will become eligible to receive connecting highway aids from the Department for maintenance. The segments will no longer be eligible for the Department's general transportation aids.

**SECTION V**

**JURISDICTIONAL RESPONSIBILITY FOR FACILITIES: DEPARTMENT AND/OR CITY**

The City will retain jurisdictional responsibility for the bridge structure (B-37-232) along new STH 52 (Bridge Street) over the Wisconsin River, River Drive, and Fox Valley & Lake Superior railroad track and bridge structure (B-37-388) along new USH Bus 51(Thomas Street) over the Fox Valley & Lake Superior railroad track. The Department will retain jurisdictional responsibility over the Wisconsin State Statute 84.10 bridge structure (B-37-971) along new USH Bus 51(Thomas Street) over the Wisconsin River until this structure is replaced by the Department. After the bridge structure is replaced, the City will then take jurisdictional responsibility for the structure. The Department will be responsible for all state highway route signs along the highway segments added to the connecting highway system. The City will retain jurisdictional responsibility for all sign structures, retaining walls (R-37-003, 004, 032, 033, 056, & 057), and other facilities along these segments.

## **SECTION VI**

### **CAPITALIZATION OF MAINTENANCE COSTS FOR ADDITIONAL NET MILES ASSIGNED**

The City accepts the maintenance costs for the additional net miles of connecting highway without a maintenance capitalization start up payment from the Department.

## **SECTION VII**

### **SYSTEM ROUTING AND NAMING CONVENTIONS**

STH 52 and US Bus 51 will be routed along the highway segments described in Section #3 of the agreement. The segments will also continue to be locally known as 1<sup>st</sup> Avenue, 3<sup>rd</sup> Avenue, Thomas Street, and Bridge Street.

## **SECTION VIII**

### **TRAFFIC OPERATIONS**

The City retains all traffic operation functions and facilities along the highway segments, except for state highway route signs along these segments and traffic signals at the USH 51/STH 52 (Bridge Street) interchange southbound and northbound ramp terminals. The Department agrees to be responsible for installing all STH 52 and US Bus 51 route signs along the segments, impacted existing connecting highway segments, USH 51, and STH 29. Route signs along the rescinded connecting highway segments identified in Section 3 of Connecting Highway Change Agreement #302 will be reused for this task, if possible.

## **SECTION IX**

### **SYNCHRONIZING GENERAL TRANSPORTATION AID (GTA) PAYMENTS**

Not applicable for this connection highway change. The City will continue to receive GTAs for the highway segments through calendar years 2024 and 2025 and start receiving connecting highway aids for the segments in calendar year 2026.

## **SECTION X**

### **HISTORICAL PRESERVATION**

Any historical properties along the highway segments will be avoided with the connecting highway changes. The only significant work that will be done along the segments will be the installation of new STH 52 and USH Bus 51 route signs.

## **SECTION XI**

### **REHABILITATION/RECONSTRUCTION TREATMENTS**

#### **Segment Designation**

The highway segments involved in the connecting highway designation are described in Section #3 of the agreement.

#### **Roadway Rehabilitation**

The Department and City will not complete any rehabilitation improvements along the highway segments as part of this agreement.

## **SECTION XII**

### **MISCELLANEOUS ITEMS**

No miscellaneous items.



# CONNECTING HIGHWAY RESCISSION

## AGREEMENT FOR CONNECTING HIGHWAY CHANGE NUMBER 302 US HIGHWAY BUSINESS 51 AND STATE TRUNK HIGHWAY 52 CITY OF WAUSAU MARATHON COUNTY

### 1. Introduction

The Wisconsin Department of Transportation (Department) proposes Connecting Highway Changes in the City of Wausau (City) in Marathon County, whereby:

- Connecting Highway designation will be rescinded from segments of USH Bus 51 and STH 52.

### 2. Statutory Authority of State Highway Change

All determinations and decisions herein and hereafter described are made in accordance with Section 86.32(1) of the Wisconsin State Statutes whereby the Department is proposing Connecting Highway Change Number 302 to rescind segments of Connecting Highway in the City.

### 3. Determination and Description of Highway Segments To Be Rescinded From The Connecting Highway System

The Department hereby finds, determines, and makes this decision that the traveling public will best be served by removing from the State Connecting Highway System the following segments of highway described as:

Segment #1: USH Bus 51 (Grand Avenue and 6<sup>th</sup> Street)

Beginning at the Thomas Street intersection and ending at the Forest Street intersection. The length of this segment is 0.40 miles.

Segment #2: USH Bus 51 Northbound (Scott Street)

Beginning at the 6<sup>th</sup> Street intersection and ending at the 5<sup>th</sup> Street intersection. The length of this segment is 0.10 miles.

Segment #3: USH Bus 51 Northbound/STH 52 Eastbound (6<sup>th</sup> Street)

Beginning at the Forest Street intersection and ending at the Scott Street intersection. The length of this segment is 0.24 miles.

## CONNECTING HIGHWAY RESCISSION

Segment #4: USH Bus 51 Northbound/STH 52 Westbound (Scott Street & Stewart Avenue)

Beginning at the 5<sup>th</sup> Street intersection and ending at the 1<sup>st</sup> Avenue intersection. The length of this segment is 0.56 miles. The segment includes the bridge structures over the Wisconsin River, river overflow channel, and Fox Valley & Lake Superior railroad track.

Segment #5: USH Bus 51 Southbound/STH 52 (Stewart Avenue)

Beginning at the 1<sup>st</sup> Avenue intersection and ending at the 3<sup>rd</sup> Avenue intersection. The length of this segment is 0.14 miles.

Segment #6: USH Bus 51 Southbound/STH 52 Eastbound (Forest Street, 1<sup>st</sup> Street, Washington Street, & Stewart Avenue)

Beginning at the Grand Avenue intersection and ending at the 1<sup>st</sup> Avenue intersection. The length of this segment is 0.72 miles. The segment includes the bridge structures over the Wisconsin River and river overflow channel.

Segment #7: STH 52 (Highway 52 Parkway & Stewart Avenue)

Beginning at 0.02 miles north of the Stewart Avenue intersection and ending at the 3<sup>rd</sup> Avenue intersection. The length of this segment is 1.88 miles.

Segment #8: STH 52 Eastbound (Forest Street)

Beginning at the Grand Avenue intersection and ending at the 6<sup>th</sup> Street intersection. The length of this segment is 0.04 miles.

Segment #9: STH 52 Eastbound (6<sup>th</sup> Street)

Beginning at the Scott Street intersection and ending at the Bridge Street intersection. The length of this segment is 0.63 miles.

Segment #10: STH 52 Westbound (5<sup>th</sup> Street)

Beginning at the Scott Street intersection and ending at the Bridge Street intersection. The length of this segment is 0.62 miles.

Said segments are depicted on the attached Location Map.

#### **4. Disposition of Highway Segments Where Connecting Highway Designations are Rescinded**

The Department has determined that upon rescission of connecting highway designation the underlying highways will revert to local jurisdiction as city streets.

# CONNECTING HIGHWAY RESCISSION

## 5. Effective Date of Changes

The effective date for the changes described in Section 3 shall be after the State installs all signs in calendar year 2024 along the new connecting highway segments as described in Section VIII of the Other Considerations document for Connecting Highway Change Agreement #301.

## 6. Other Considerations

The Department has determined that Other Considerations should be included within this agreement for the connecting highway changes. See attached **OTHER CONSIDERATIONS document**.

\_\_\_\_\_  
Rebecca Burkel, Administrator  
Division of Transportation System Development  
Wisconsin Department of Transportation

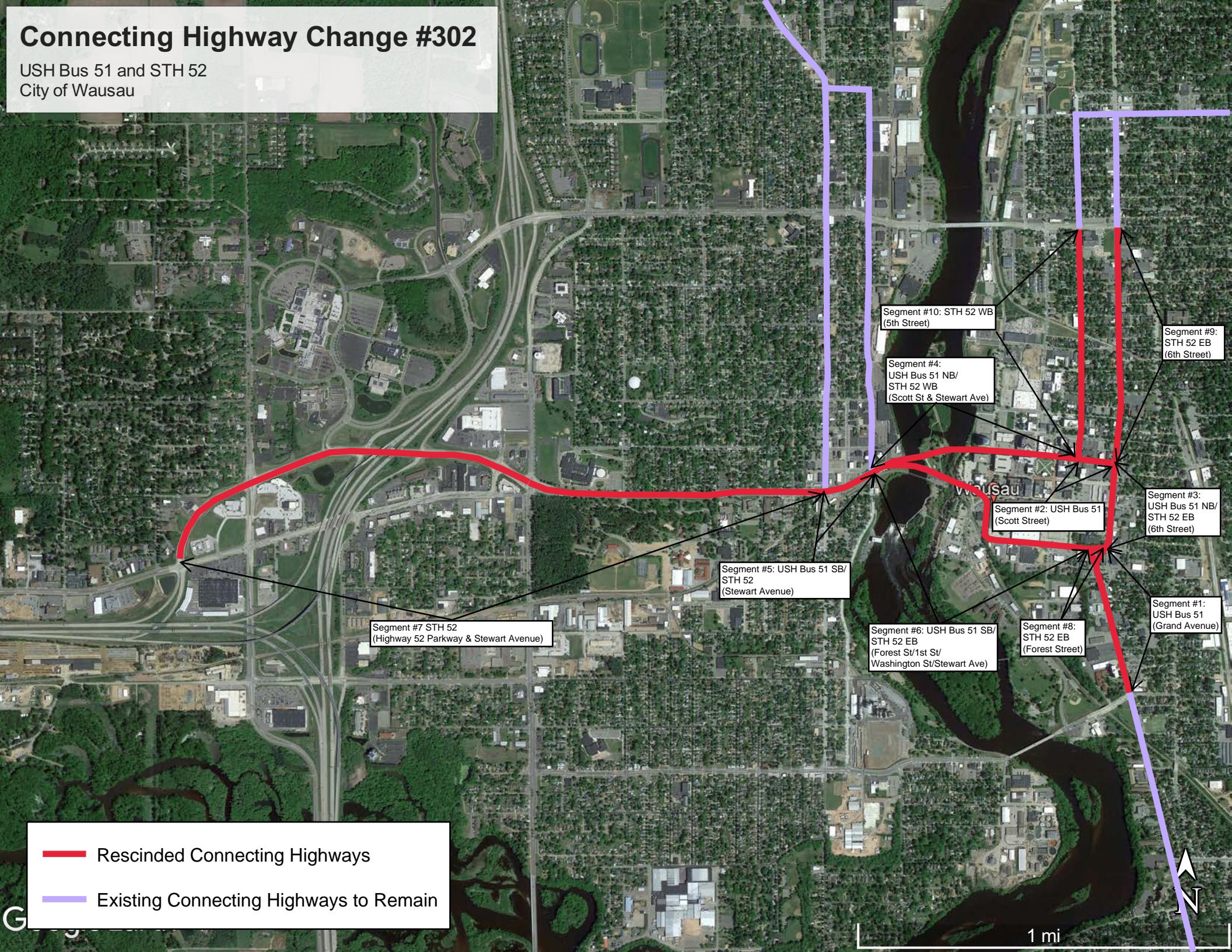
\_\_\_\_\_  
Date


\_\_\_\_\_  
Katie Rosenberg, Mayor  
City of Wausau


\_\_\_\_\_  
Date

# Connecting Highway Change #302

USH Bus 51 and STH 52  
City of Wausau



 Rescinded Connecting Highways

 Existing Connecting Highways to Remain

1 mi



**OTHER CONSIDERATIONS  
CONNECTION HIGHWAY CHANGE NUMBER 302**

**SECTION I**

**RIGHT-OF-WAY**

The City already has ownership of the underlying right-of-way along the highway segments.

**SECTION II**

**ACCESS**

The City already has all access control authority over the highway segments.

**SECTION III**

**UTILITIES AND OTHER NON-ACCESS PERMITS**

The City already has all utility and other permitting control authority over the highway segments.

**SECTION IV**

**HIGHWAY MAINTENANCE AGREEMENTS**

Not applicable for the connecting highway changes.

**DAILY MAINTENANCE RESPONSIBILITY AND CONNECTING HIGHWAY AIDS**

The City already has maintenance responsibility for the highway segments. With the rescission of the connecting highway designation, the City will no longer receive connecting highway aids from the Department for maintenance. The segments will become eligible for the Department's general transportation aids.

**SECTION V**

**JURISDICTIONAL RESPONSIBILITY FOR FACILITIES: DEPARTMENT AND/OR CITY**

The Department will no longer have jurisdictional responsibility for the sign structure (S-37-036) along USH Bus 51 southbound/STH 52 eastbound (Stewart Avenue) between 1<sup>st</sup> Avenue and Wisconsin River Bridge. As of the effective date of this agreement, the City will own and maintain the sign structure. The City will retain jurisdictional responsibility for all other sign structures along the highway segments removed from the connecting highway system. The City will also retain jurisdictional responsibility for all bridges (B-37-203, 266, 273, & 578), retaining walls (R-37-003 & 004), and other facilities along these segments.

**SECTION VI**

**CAPITALIZATION OF MAINTENANCE COSTS FOR ADDITIONAL NET MILES ASSIGNED**

The City accepts the maintenance costs for the additional net miles of city streets without a maintenance capitalization start up payment from the Department.

## **SECTION VII**

### **SYSTEM ROUTING AND NAMING CONVENTIONS**

STH 52 and USH Bus 51 will no longer be routed along the highway segments listed within Section #3 of the agreement, so segments will now be known only as the City's current local street names.

## **SECTION VIII**

### **TRAFFIC OPERATIONS**

The City retains all traffic operation functions and facilities along the highway segments, except for the traffic signals at the USH 51/Highway 52 Parkway interchange southbound and northbound ramp terminals and Highway 52 Parkway/Stewart Avenue intersection. The Department agrees to remove all existing STH 52 and USH Bus 51 route signs along the segments and use them for the new connecting highway segments identified in Section 3 of Connecting Highway Change Agreement #301, if possible.

## **SECTION IX**

### **SYNCHRONIZING GENERAL TRANSPORTATION AID (GTA) PAYMENTS**

The City agrees to not receive a synchronizing GTA payment from the Department for the highway segments. The City will continue to receive connecting highway aids for the segments through calendar years 2024 and 2025 and start receiving GTA payments for the segments in calendar year 2026.

## **SECTION X**

### **HISTORICAL PRESERVATION**

Any historical properties along the highway segments will be avoided with the connecting highway changes. The only significant work that will be done along the segments will be the removal of all existing STH 52 and USH Bus 51 route signs.

## **SECTION XI**

### **REHABILITATION/RECONSTRUCTION TREATMENTS**

#### **Segment Designation**

The highway segments involved in the connecting highway rescission are described in Section #3 of the agreement.

#### **Roadway Rehabilitation**

The Department and City will not complete any rehabilitation improvements along the highway segments as part of this agreement.

**SECTION XII**

**MISCELLANEOUS ITEMS**

No miscellaneous items.

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

**RESOLUTION OF THE WAUSAU WATER WORKS COMMISSION**

Declaring Official Intent to Reimburse Expenditures from the Clean Drinking Water Fund Program for Wastewater Treatment Plant Headworks – Influent Screens in Year 2024.

Committee Action:       Approved 5-0

Fiscal Impact:           Reimbursement of the cost of engineering services and construction services in the amount of up to \$3.75 million.

<b>File Number:</b> 23-1013	<b>Date Introduced:</b> October 24, 2023
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<b>FISCAL IMPACT SUMMARY</b>			
<b>COSTS</b>	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$3.75 Million</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" 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 checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:                    Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

**RESOLUTION**

**WHEREAS**, the City of Wausau, Marathon, County, Wisconsin (the “Municipality”) wishes to undertake a project for the Wastewater Treatment Plant (WWTP) Headworks – Influent Screens in year 2024, identified as DNR No. 4138-10 (the “Project”); and

**WHEREAS**, the Municipality expects to finance the Project through a combination of grants, forgivable loans and/or by issuing tax-exempt bonds or promissory notes (the “Bonds”); and

**WHEREAS**, because the grants, forgivable loans and/or Bonds will not be issued prior to expenditure of funds on the Project, the Municipality must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the grants, forgivable loans and/or Bonds; and

**WHEREAS**, it is necessary, desirable, and in the best interests of the Municipality to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the grants, forgivable loans and/or Bonds are issued; and

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau, that:



Section 1. Expenditure of Funds. The Municipality shall make expenditures as needed from its funds on hand to pay the costs of the Project until the grants, forgivable loans and/or Bond proceeds become available.

Section 2. Declaration of Official Intent. The Municipality hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the grants, forgivable loans and/or Bonds, the principal amount of which is not expected to exceed \$3.75 million.

Section 3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the grants, forgivable loans and/or Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Municipality pursuant to its budget or financial policies.

Section 4. Public Availability of Official Intent Resolution. This Resolution shall be made available for public inspection at the City Clerk's office within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, *Wisconsin Statutes*, and shall remain available for public inspection until the grants, forgivable loans and/or Bonds are issued.

Section 5. Effective Date. This Resolution shall be effective upon its adoption and approval.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2023.

Approved:

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Katie Rosenberg, Mayor



## Minutes of October 17, 2023

A meeting of the Wausau Water Works Commission was called to order at 11:30 a.m. in City Hall on Tuesday, October 17<sup>th</sup>, 2023. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on October 13<sup>th</sup>, 2023.

Members Present: President Rosenberg, Commissioners Herbst, Robinson, Force, Gehin  
Others Present: Eric Lindman, Scott Boers, Ben Brooks, Tegan Troutner, James Henderson  
WebEx: Monica Dvorak, Susan Wojtkiewicz/ Donohue, Sean Agid/ CIP, Shawn Kerachsky/ CIP, Pete Littleton/ CIP.

### **9) Discussion and Possible Action Approving a Reimbursement Resolution for the Clean Water Fund for the Wastewater Treatment Facility Headworks Project.**

Lindman began this is our application to DNR for our headworks screening improvements project seeking principal forgiveness for this project. This allows us to use the grant and loan funds to reimburse us for work done ahead of the funding allocated to the city.

Force questioned if we were adding influent screen if they were not part of the design.

Brooks replied this was part of the initial project design but for cost saving measures it was decided not to proceed with the work. We are venturing into this project to take care of the headworks that should've been done as part of the project.

Lindman replied we have screens but issues with the building prevent us from being able to properly maintain and clean the screens. The city approved \$800k funding with ARPA but this will not cover the total project so we have applied for possible DNR grant funding. We haven't seen the funding allocation yet.

Robinson questioned if this was done already or contingent upon funding?

Brooks replied work has not been done, some engineering done to help out with the applications but there were plans and specs submitted to DNR and we were able to alter those plans to resubmit revisions. We are altering the headworks and redesigning it to get the screens up from the basement and there will be new step screens installed. The ones in place are aged. It will not impact our influent quality. It will capture more solids and larger debris.

Gehin motioned to approve a reimbursement resolution for the Clean Water Fund for the Wastewater Treatment Facility Headworks Project. Seconded by Herbst.

Motion Carried 5-0.

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

<b>RESOLUTION OF THE COMMON COUNCIL</b>	
Approving contract with Flock Group, Inc. for automated license plate recognition cameras	
Committee Action:	<i>Pending</i> <i>Finance Committee approved sole source procurement 5-0</i>
Fiscal Impact:	\$250,000 for five years
<b>File Number:</b>	23-1012
<b>Date Introduced:</b>	October 24, 2023

<b>FISCAL IMPACT SUMMARY</b>			
<b>COSTS</b>	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" 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 checked="" 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> <span style="float: right;"><i>Annual Retirement</i></span>
	<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, Council approved a State ARPA allocation grant for the purchase of 20 automatic license plate recognition cameras (“ALPR”) in the amount of \$57,000 with Flock Safety; and

**WHEREAS**, on January 10, 2023, the City entered into a one-year agreement with Flock Group, Inc. for 20 ALPR cameras, which expires on December 31, 2023, at a cost of \$57,000 and the City now wishes to enter into a five-year contract, prior to the expiration of the current contract, for a total of \$250,000; and

**WHEREAS**, on September 12, 2023, your Finance Committee reviewed and approved a \$250,000 purchase of 20 automated license plate reading cameras from Flock Group, Inc. as a sole source procurement, to fund a proposed contract with Flock Group, Inc. for five years in the amount of \$250,000; and

**WHEREAS**, Flock Group Inc. has proposed a new contract, beginning December 15, 2023, to lock in the existing rate, of \$50,000 per year, as opposed to an increased rate beginning January 1, 2024, or a total of \$250,000 over five (5) years, with an automatic renewal term of 2 years, unless notice of nonrenewal is given by one party and received by the other, 30 days in advance of the expiration of the current term, thereby saving the City \$50,000 over the 5 year term.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau that the proper city officials are hereby authorized and directed to enter into a contract in substantial

compliance with the terms in the attached Master Services Agreement with Flock Group, Inc. for the purchase of a software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing footage, for a term of five years in the amount of \$250,000, in compliance with the approved sole source documentation.

Approved:

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Katie Rosenberg, Mayor

## **FINANCE COMMITTEE**

Date and Time: Tuesday, September 12, 2023 @ 5:15 p.m., Council Chambers

Members Present: Lisa Rasmussen, Michael Martens, Carol Lukens, Sarah Watson (5:17 p.m.), and Doug Diny

Others Present: Mayor Rosenberg, MaryAnne Groat, Matt Barnes, Anne Jacobson, Jeremy Kopp, James Henderson, Rick Rubow, Dustin Kraege, Solomon King, Eric Lindman, Ben Graham, Randy Ffrick, Kody Hart

### **Discussion and possible action regarding sole source request for purchase/lease of 20 automated license plate reading cameras (Flock Safety)**

Rasmussen referenced the successful test of these systems. Ben Graham, Police Captain, was invited to answer questions and share the details of the successful test. Graham shared several instances in which the system successfully aided in solving crimes throughout the city.

Diny stated concerns about the threshold for which these systems will be used. It was stated that the camera systems would be used to enforce ordinance violations to misdemeanor or felony offences. There is a policy for proper use.

Watson questioned if this funding would be a cost to continue added to the Police Department budget. It was stated that it would be added to the budget without being added as a budget request.

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

**FLOCK GROUP INC.  
SERVICES AGREEMENT  
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

<p><b>Agency:</b> WI - Wausau PD <b>Legal Entity Name:</b> City of Wausau</p>	<p><b>Contact Name:</b> Ben Graham</p>
<p><b>Address:</b> 515 Grand Ave Wausau, Wisconsin 54403</p>	<p><b>Phone:</b> (715) 261-7801 <b>E-Mail:</b> benjamin.graham@ci.wausau.wi.us</p>
<p><b>Expected Payment Method:</b></p>	<p><b>Billing Contact:</b> (if different than above)</p>

<p><b>Initial Term:</b> 12 months <b>Renewal Term:</b> 12 months</p>	<p><b>Billing Term:</b> Annual payment due Net 30 per terms and conditions</p>
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## Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	20.00	\$7,000.00

## Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	20.00	\$50,000.00

<b>Subtotal Year 1:</b>	\$57,000.00
<b>Subscription Term:</b>	12 Months
<b>Annual Recurring Total:</b>	\$50,000.00
<b>Estimated Sales Tax:</b>	\$385.00
<b>Total Contract Amount:</b>	\$57,000.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

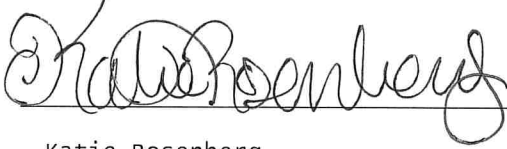
Agency: ~~WI - Wausau PD~~ City of Wausau

By:  AC5C931454C24F3...

Name: Mark Smith

Title: General Counsel


Date: 1/11/2023

By: 

Name: Katie Rosenberg

Title: Mayor

Date: 10 January 2023

By: 

Name: Kaitlyn Bernarde

Title: City Clerk

Date: 01/10/2023



# flock safety

## GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

**WHEREAS**, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

**WHEREAS**, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

**WHEREAS**, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

### AGREEMENT

**NOW, THEREFORE**, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

### 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Advanced Search**” means the provision of Services, via the web interface using Flock’s software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 “**Agency Data**” means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4. “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.17 “*Footage*” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 “*Hotlist(s)*” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 “*Implementation Fee(s)*” means the monetary fees associated with the Installation Services, as defined below.

1.20 “*Installation Services*” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 “*Non-Agency End User(s)*” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 “*Services*” or “*Flock Services*” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 “*Support Services*” means Monitoring Services, as defined in Section 2.10 below.

1.24 “*Usage Fee*” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 “*Web Interface*” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 “*Wing Suite*” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 “*Wing Livestream*” means real-time video integration with third-party cameras via the Flock interface.

1.28 “*Wing LPR*” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.29 “*Wing Replay*” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 “*Vehicle Fingerprint*<sup>™</sup>” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bikeracks.

## 2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 **Wing Suite License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 **Usage Restrictions.**

**2.5.1 Flock IP.** The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency (“*Permitted Purpose*”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, 2.3, or 2.4.

**2.5.2. Flock Hardware.** Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

**2.6 Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

## **2.7 Suspension.**

**2.7.1 Service Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for

anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("*Service Suspension*"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

**2.7.2 Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("*Service Interruption*"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

## **2.8 Installation Services.**

**2.8.1 Designated Locations.** For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("*Designated Location*") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("*Reinstalls*") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

**2.8.2 Agency Installation Obligations.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

**2.8.3 Flock’s Obligations.** Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

**2.8.4 Ownership of Hardware.** Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any

payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

**2.9 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

**2.10 Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at [support@flocksafety.com](mailto:support@flocksafety.com), at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

**2.11 Special Terms.** From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**2.12 Upgrades to Platform.** Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

### **3. RESTRICTIONS AND RESPONSIBILITIES**

**3.1 Agency Obligations.** Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate



that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

**3.2 Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

#### **4. CONFIDENTIALITY; AGENCY DATA**

**4.1 Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing

Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

**4.2 Agency Data.** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

**4.3 Agency Generated Data in Wing Suite.** Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 **Aggregated Data.** Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

## 5. PAYMENT OF FEES

5.1.1 **Software Product Fees.** For Order Forms listing Wing Suite, Advanced Search and other software-only products, Agency will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or before the 30<sup>th</sup> day from the date of invoice. For any Renewal Terms, Agency shall pay invoice on or before the 30<sup>th</sup> day from the date of renewal invoice.

5.1.2 **Hardware Product Fees.** For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products, Agency will pay Flock fifty percent (50%) of the fees for the Initial Term as set forth on the Order Form on or before the 30<sup>th</sup> day from date of invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30<sup>th</sup> day following date of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30<sup>th</sup> day following date of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For any Renewal Terms, Agency shall pay the total invoice on or before the 30<sup>th</sup> day from the date of renewal invoice.

5.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to

receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

## 6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the “*Term*”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “*Renewal Term*”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.
- e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 **Termination for Convenience.** At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination. Agency’s termination of this Agreement for Flock’s material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

**6.4 No-Fee Term.** Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 (“*No-Fee Term*”). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days’ notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days’ notice.

**6.5 Survival.** The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

## **7. REMEDY; WARRANTY AND DISCLAIMER**

**7.1 Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Agency must notify Flock’s technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

**7.2 Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

**7.3 Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of

other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

**7.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

**7.5 Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Flock will provide Agency a Certificate of Insurance and add the City of Wausau to its policy as an additional insured, according to the insurance requirements attached and incorporated herein by reference.

**7.6 Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

## **8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY**

**8.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC

DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME

PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

**8.2 Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

**8.3 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

## **9. INTENTIONALLY OMITTED**

## **10. MISCELLANEOUS**

**10.1 Compliance With Laws.** Flock and the Agency agree to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any

subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

10.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

10.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

10.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

10.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7 **Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and



according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

10.11 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210  
ATLANTA, GA 30318  
ATTN: LEGAL DEPARTMENT  
EMAIL: [legal@flocksafety.com](mailto:legal@flocksafety.com)

AGENCY NOTICES ADDRESS:

ADDRESS:

515 GRAND AVENUE  
WAUSAU, WI 54403  
ATTN: BEN GRAHAM  
EMAIL: [BENJAMIN.GRAHAM@CI.WAUSAU.WI.US](mailto:BENJAMIN.GRAHAM@CI.WAUSAU.WI.US)

407 GRANT STREET  
WAUSAU, WI 54403  
ATTN: CITY CLERK  
EMAIL: [CLERK@CI.WAUSAU.WI.US](mailto:CLERK@CI.WAUSAU.WI.US)

# flock safety

Let's defeat crime together

## Customer Implementation Guide: Law Enforcement

Implementation Timeline

Implementation Team

Implementation Service brief: Standard VS Advanced

- Standard Implementation
- Advanced Implementation

Things to Consider when Picking Locations

Customer Responsibilities: AC-Powered Cams

Electrician Handout

- Electrician Installation Steps
- FAQs about AC-Powered Flock Cameras

Installation Service Brief

Permitting: Pre-Install Questionnaire

- Timeline
- Right of Way
- AC Power vs. Solar
- Traffic Control & Installation Methods
- Paperwork & Required Forms
- Contacts

Professional Services Fee Schedule

Billing

Help Center

Customer Support



## Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:

<b>Review Locations</b>	<p>Confirm camera locations with your sales representative</p> <p><b>Flock:</b> Your Sales representative will present several viable options for camera locations</p> <p><b>Customer:</b> Review Deployment Plan &amp; approve camera locations</p>
<b>Finalize Locations</b>	<p>Prepare for finalized camera locations</p> <p><b>Flock:</b> Confirm Deployment Plan and signed agreement. Flock will move forward with next steps for locations that don't need permits (minimum 10 locations needed to move forward with partial installation)</p> <p><b>Customer:</b> Prepare the below items, as needed</p> <ul style="list-style-type: none"><li>• If permits are required, begin application process</li><li>• If cameras will be AC-powered, hire an electrician/street department</li></ul>
<b>Step 1</b>	<p>Conduct On-site Survey &amp; place flags:</p> <p><b>Flock:</b> Flock technician conducts site survey to (1) evaluate solar or power access, (2) check line of sight to the road, and (3) evaluate cellular service in the area. When the technician deems the locations suitable, s/he will place a white flag at each spot.</p> <p><b>Please note:</b> If the initially determined locations don't meet Flock standards, we will evaluate a new location, obtain customer approval, and redo a site survey. This may push timeline for installation.</p>
<b>Step 2</b>	<p>Call 811</p> <p><b>Flock:</b> Flock Safety will coordinate with Call 811 to mark each camera location for underground utilities within a 10-foot radius.</p> <p><b>Please Note:</b> Call 811 is a government service, so turnaround times may vary and is outside of Flock control</p>
<b>Step 3</b>	<p>Schedule installation:</p> <p><b>Flock:</b> Flock will (1) ship any site specific materials that the technician does not have locally (2) schedule the installation date</p>
<b>Step 4</b>	<p>Install &amp; Validate Cameras</p> <p><b>Flock:</b> After installation, your Customer Success Manager will confirm that cameras are capturing footage well and functioning properly. They will then give you full access to the system along with helpful training resources.</p>
<b>Ongoing-as needed</b>	<p>Finalize any Installation needs</p> <p><b>Flock:</b> While we typically complete installations within 4 weeks of finalizing locations, delays may occur due to external factors. In these instances, we will continue to work through this process until your cameras are fully installed and operational.</p>

## Flock Safety Team

Implementation Team	How they will support you
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### Project Manager

Your **Project Manager** is your **primary contact during camera installation.**

- Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.

### Field Operations Team

- The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product.
- They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location.
- **\*Note\*:** For all **Installation questions or concerns**, please always direct them to your **Customer Success Manager** and not the technician.

Relationship Team	How they will support you
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### Customer Success Manager

Your **Customer Success Manager** is your **strategic partner** for your lifetime as a Flock customer.

While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system.

Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to:

- Set up Account Training
- Understand benefits of features
- Learning best practices for getting relevant data
- Identifying opportunities to expand the security network in your area
- Provide feedback on your partnership with Flock

Relationship Team	How they will support you
-------------------	---------------------------

**Flock Safety Support**

The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To **get in touch with support**, simply email [support@flocksafety.com](mailto:support@flocksafety.com) Support can help you:

- Request camera maintenance
- Troubleshoot online platform
- Contract / Billing questions
- Update account information
- Camera Sharing questions
- Quick “How to” questions in your Flock Account

**Please Note:** On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

Outside Party	When they may be involved
---------------	---------------------------

**Electrician/Street Department**

If your Flock Safety cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity

**Public Works (LE)**

To weigh in on the use of public Rights of Way or property

**Department of Transportation (DOT), City, or County agencies**

If installation in your area requires permitting

## Implementation Service brief: Standard VS Advanced

### Standard Implementation

**Cost** = \$350 / camera (one time cost)

#### Included in scope:

Once Designated Locations are confirmed, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**
  - Installation of camera and solar panel on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
  - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
    - *Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements ([link](#)). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.*
  - Access requiring up to a 14' A-frame ladder
  - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location



### **Not included in scope:**

Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Cannot NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required City, County, or State permits

## Advanced Implementation

Cost = \$750 / camera (one time cost)

**Included in scope:** Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**
  - Installation of camera and solar panel on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion) or **NCHRP 350 or MASH approved pole**, if necessary.
    - *Pole Options - Northern and Coastal*
    - *Pole Options - Non-Winterized, Non-Coastal*
    - *Pole Options - Georgia*
    - *Pole Options - Texas*
  - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
    - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements ([link](#)). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
  - Access requiring up to a 14' A-frame ladder
  - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location



**Not included in scope:**

By default, Flock does **not** include the following as part of the Advanced Implementation Service but can optionally provide a quote for sourcing (additional cost):

- A Bucket Truck for accessing horizontal/cross-beams
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)

Any fees or costs associated with filing for required City, County, or State permits



## Things to Consider when Picking Locations

### Falcon Cameras

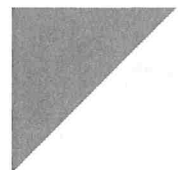
- Use Cases
  - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
  - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
  - They capture vehicles driving away from an intersection.
  - They cannot point into the middle of an intersection.
  - They should be placed after the intersection to prevent stop and go motion activation or “stop and go” traffic.
- Mounting
  - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles. **\*\*NOTE\*\*** *Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.*
  - They should be mounted one per pole\*. If using AC power, they can be mounted 2 per pole.
    - \*Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
  - They can be powered with solar panels or direct wire-in AC Power (no outlets). **\*\*NOTE\*\*** Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.
  - They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

### Solar Panels

- Solar panels need unobstructed southern-facing views.

### Pole

- If a location requires a “DOT Pole” (i.e., not Flock standard pole), the implementation cost will be \$750/camera.



## Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the customer is responsible for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below.**



## Don't Let Access to Solar Limit Your Power Needs

**The Flock Safety license plate reading camera system can leverage AC power to help your community solve crime no matter the location.**



Easy to Use Install Power Kit

Work with Local Electricians

Efficient Quote & Installation Process

## How to Get Started with a Powered Install

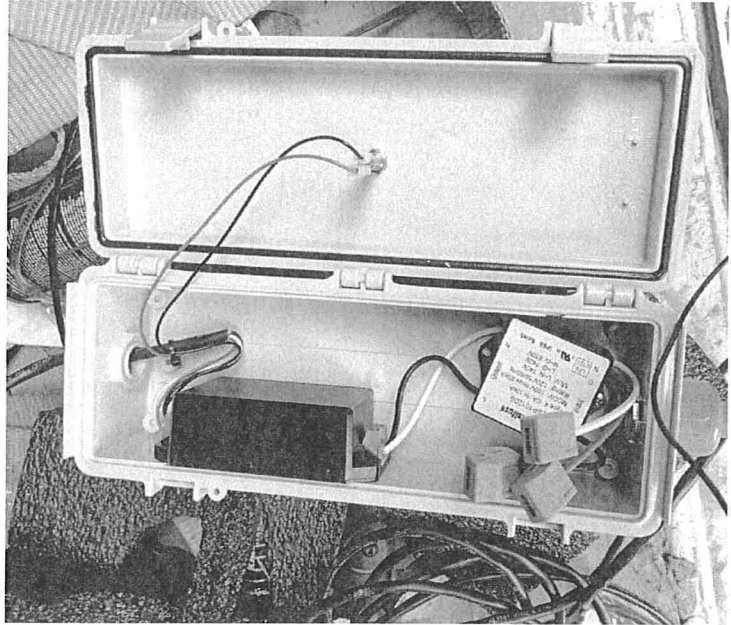
- 1. Create a Deployment Plan**  
Work with Flock to select the best location(s) for your cameras and power sources.
- 2. Acquire an Electrical Quote**  
Contact an electrician to receive a quote to run 120volt AC power to the camera.
- 3. Sign Flock Safety Agreement**  
Sign the Flock Safety purchase order to begin the installation of the cameras.
- 4. Conduct Site Survey**  
Flock will mark camera locations, locate underground utilities and mark if present.
- 5. Install Camera**  
Flock will install the camera and AC power kit at the specified camera location.
- 6. Connect Camera to Power**  
Notify the electrician that the camera is ready for the power connection installation.

Visit [flocksafety.com/power-install](http://flocksafety.com/power-install) for the complete plan, FAQs & to get started!

## Electrician Handout

### Electrician Installation Steps

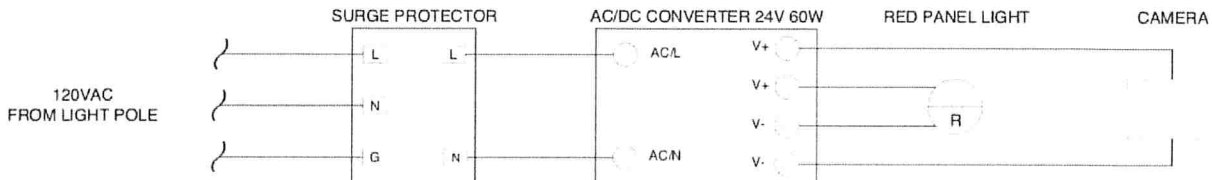
1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts 1/2" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
  - Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
  - Connect AC Line wire to the Surge Protector black Linewire using the open position on the lever nut.
  - Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:



SoutheastRegion -(678) 562-8766

West-Region - (804) 607-9213

Central & NE Region - (470) 868-4027



## FAQs about AC-Powered Flock Cameras

- **What voltage is supported?** The AC kit is designed to work with 120VAC infrastructure by default. A 240VAC version is available on request.
- **How much power does this consume?** Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.
- **Who is responsible for contracting the electrician?** The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.
- **Who is responsible for maintenance?** Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.
  - If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.
- **How much does it cost?** Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.
- **What information do I need to provide my electrician?** The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.
- **Can you plug it into my existing power outlet?** The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.
- **How long does this process typically take?** The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.
- **What kind of electrician should I look for?** Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.
- **What happens if the electrician damages the equipment?** The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

- **When should the electrician perform his work?** Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.
- **What if my electrician has questions about Flock's AC Kit?** You should share the **AC-Power Kit Details** packet with the electrician if they have questions.
- **What if the AC power is on a timer?** Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.



## Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

What is covered by Flock	What is NOT covered by Flock	Special note
Flock Cameras & Online Platform	Traffic Control and any associated costs	
Mounting Poles	*DOT Approved Pole cost Electrician & ongoing electrical costs	
AC Power Kit (as needed)	Engineering Drawings	
Solar Panels (as needed)	Relocation Fees	<i>Excluding changes during initial installation</i>
Site Surveys and Call 811 Scheduling	Contractor licensing fees	
Installation Labor Costs	Permit application processing fees	
Customer Support / Training	Specialist mounting equipment	<i>Including, but not limited to, **MASH poles or adapters</i>
Cellular Data Coverage	Bucket trucks	
Maintenance Fees (review Fees Sheet for more details)	Loss, theft, damage to Flock equipment	
Data storage for 30 days	Camera downtime due to power outage	<i>Only applicable for AC-powered cameras</i>
	***Field Technician Maintenance for Falcon™ Flex	

\*if a location requires a “DOT pole” (i.e., not our standard), the implementation cost will be \$750/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

\*\*MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

\*\*\*If a camera is lost, stolen, or damaged, a replacement device can be purchased discounted price of \$1500

## Permitting: Pre-Install Questionnaire

### 1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**. Law enforcement agencies and city governments can work with their local Public Works or Department of Transportation offices directly to help expedite the process. When Flock Safety customers manage the permitting processes, results tend to come more quickly.
- Flock Safety can provide assistance during the permitting process (guidance on required paperwork, who to contact, etc.), but the timeline will be dependent on the customer completing the permitting process.

### 2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
  - What is the RoW buffer?
  - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
  - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
    - Note: A bucket truck is required if the height exceeds 15 feet tall.

### 3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered installation kit? ([Link](#))
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
  - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
  - Double Panel: 21.25" x 28" x 2" (LxWxD)

### 4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?**
  - Note: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.
- **If full traffic control is required (cones, arrow boards, etc.):**
  - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices ([MUTCD](#)).
  - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?



- Are there state-specific special versions/variances that must be followed?
- **If a bucket truck is *not* required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
  - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

## 5. Paperwork & Required Forms

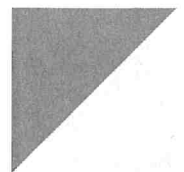
- The customer is responsible for submitting the permits.
- Flock Safety will need copies of paperwork to complete prior to proceeding (ex. business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

## 6. Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
  - Permitting
  - Traffic Department

## Professional Services Fee Schedule

- Camera relocation, existing pole non-AC powered = \$350
- Camera relocation, Flock pole and/or AC powered = \$750
- Camera replacement as a result of vandalism, theft, or damage = \$500
- Pole replacement as a result of vandalism, theft, or damage = \$500
- Trip charge = \$350
- Examples:
  - Angle adjustment (elective)
  - Install additional Flock signage



## Billing

**5.1 b Falcon Fees.** For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee, and any fee for Hardware (as described on the Order Form, together with the “Initial Fees”) as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees. The Agency shall pay on or before the 30th day following receipt of the invoice.

Upon completion of installation, Flock will issue an invoice for the remaining balance, and Agency shall pay on or before the 30th day following receipt of the final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the anniversary of the Effective Date.

**6.1 b Falcon Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Initial Term**”). The Term shall commence upon first installation and validation of a Unit. Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form (each, a “**Renewal Term**,” and together with the Initial Term, the “**Service Term**”) unless either party gives the other party notice of non-renewal at least thirty (30) days before the end of the then-current term.



## Help Center

Our **Help Center** is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

How do I search camera footage?

How do I add a user?

How do I add a vehicle to my own Hot List?

How do I enable browser notifications for Hot List alerts?

How do I get text alerts for Hot List?

How do I request camera access from other nearby agencies?

How do I use the **National Lookup** to search for a plate? (National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)

How do I reset my / another user's password?

## Customer Support

You can reach our customer support team anytime by emailing [support@flocksafety.com](mailto:support@flocksafety.com). They can help answer any "How-To" questions you may have.

**CITY OF WAUSAU  
INSURANCE REQUIREMENTS  
OF FLOCK GROUP, INC.**

**CONTRACTOR'S INSURANCE REQUIREMENTS**

The Contractor shall not commence work until proof of insurance required has been provided in writing to the applicable department before the contract or purchase order is considered for approval by the City of Wausau.

It is hereby agreed and understood that the insurance required by the City of Wausau is primary and non-contributing coverage and that any insurance or self insurance maintained by the City of Wausau, its officers, council members, agents, employees or authorized volunteers will not contribute to coverage of any loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

**1. COMMERCIAL GENERAL LIABILITY INSURANCE**

A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- |    |   |             |
|----|---|-------------|
| 1. | Each Occurrence limit   | \$1,000,000 |
| 2. | Personal and Advertising Injury limit   | \$1,000,000 |
| 3. | General aggregate limit (other than Products–Completed Operations) <b>per project</b>   | \$2,000,000 |
| 4. | Products–Completed Operations aggregate   | \$2,000,000 |
| 5. | Fire Damage limit — any one fire  | \$50,000    |
| 6. | Medical Expense limit — any one person  | \$10,000    |
| 7. | Watercraft Liability, (Protection & Indemnity coverage) "if" the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage. |             |
| 8. | Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.   |             |

**2. BUSINESS AUTOMOBILE COVERAGE**

A. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– "Any Auto" basis.

**3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY** – as required by Wisconsin State Statute or any Workers Compensation Statutes of a different state. Also, if applicable to the work coverage must include Maritime (Jones Act) or Longshore & Harbor Worker's Compensation Act coverage.

- A. Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:
- (1) \$100,000 Each Accident
  - (2) \$500,000 Disease Policy Limit
  - (3) \$100,000 Disease – Each Employee

- B. Employer's Liability limits must be sufficient to meet umbrella liability insurance Requirements
4. **UMBRELLA LIABILITY** providing coverage at least as broad as all the underlying liability policies with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City of Wausau. Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.
5. **AIRCRAFT LIABILITY** if the project work includes the use of, or operation of any aircraft or helicopter, then Aircraft Liability insurance must be in force with a limit of \$5,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
6. **UNMANNED AIRCRAFT LIABILITY** – if the project work includes the use of, or operation of any unmanned aircraft then unmanned aircraft liability insurance must be carried with a limit of \$1,000,000 per occurrence for bodily injury liability, property damage liability and invasion of privacy liability.
7. **INSTALLATION FLOATER / CONTRACTOR'S EQUIPMENT OR PROPERTY** – The contractor is responsible for loss and coverage for these exposures. City of Wausau will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors. This includes but not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or subcontractor of any tier.
8. **PROFESSIONAL LIABILITY COVERAGE**-if project includes the use of engineers, architects, or other professionals the below coverage and limits apply.
  - A. Limits
    - (1) \$1,000,000 each claim
    - (2) \$1,000,000 annual aggregate
  - B. Must comply with claims-made requirements listed below

#### **INSURANCE REQUIREMENTS FOR ALL SUBCONTRACTOR(S)**

All subcontractors shall be required to obtain the above coverages as applicable. This insurance shall be as broad and with the same limits and coverages (including waivers of subrogation) as those required per Contractor requirements.

#### **APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE OF CONTRACTORS / SUBCONTRACTORS / SUB-SUB CONTRACTORS**

- A. Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Wausau.
- B. Acceptability of Insurers – Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. Additional Insured Requirements – The following must be named as additional insureds on all Liability Policies for liability arising out of project work – City of Wausau, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be as broad as ISO form CG 20 10 07 04 and also include Products –

Completed Operations additional insured coverage as broad as ISO form CG 20 37 07 04 or their equivalents for a minimum of 3 years after acceptance of work. This does not apply to Workers Compensation and Professional Liability Policies.

- D. Waivers of Subrogation - All contractor and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Wausau, its officers, council members, agents, employees, and authorized volunteers.
- E. Deductibles and Self-Insured Retentions – Any deductible or self-insured retention in the contractor's policy must be declared to the City of Wausau and satisfied by the contractor.
- F. Evidences of Insurance – Prior to execution of the agreement, the Contractor shall file with the City of Wausau a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this agreement. In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent on the Commercial General Liability coverage.
- G. Limits and Coverage- The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Contractor under this Agreement.
- H. Claims Made Coverage – If any coverage is maintained on a claims-made basis, the following shall apply:
  - I. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
  - II. Insurance must be maintained and evidence of insurance must be provided for a minimum of three years after completion of the contract services.
  - III. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three years after completion of the contracted services.
- I. Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to City of Wausau, except where cancelation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.

## **Flock Safety + City of Wausau**

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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MAIN CONTACT:  
Melissa Lee  
[melissa.lee@flocksafety.com](mailto:melissa.lee@flocksafety.com)  
3144483862

**flock safety**

## Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

### Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

\*According to a 2019 study conducted by Cobb County Police Department

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## Introduction

### *Layer Intelligence to Solve More Crime*

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

## Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.



Out-of-Box Software Features

<p>Simplified Search</p>	<p>Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include:</p> <ul style="list-style-type: none"> <li>● Vehicle make</li> <li>● Body type</li> <li>● Color</li> <li>● License plates             <ul style="list-style-type: none"> <li>○ Partial tags</li> <li>○ Missing tags</li> <li>○ Temporary tags</li> <li>○ State recognition</li> </ul> </li> <li>● Decals</li> <li>● Bumper stickers</li> <li>● Back racks</li> <li>● Top racks</li> </ul>
<p>National and Local Sharing</p>	<p>Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases:</p> <p style="text-align: center;"> <i>California SVS</i>  <i>FDLE</i>  <i>FL Expired Licenses</i>  <i>FL Expired Tags</i>  <i>FL Sanctioned Drivers</i>  <i>FL Sex Offenders</i>  <i>Georgia DOR</i>  <i>IL SOS</i>  <i>Illinois Leads</i>  <i>NCIC</i>  <i>NCMEC Amber Alert</i>  <i>REJIS</i>  <i>CCIC</i>  <i>FBI</i> </p>
<p>Real-time Alerts</p>	<p>Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.</p>
<p>Interactive ESRI Map</p>	<p>View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.</p>
<p>Vehicle Location Analysis</p>	<p>Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.</p>

Out-of-Box Software Features (Continued)

Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.\*

\*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
<p>Fixed, infrastructure-free LPR camera designed for permanent placement.</p> <p>√ 1 Standard LPR Camera</p> <p>√ Unlimited LTE data service + Flock OS platform licenses</p> <p>√ 1 DOT breakaway pole</p> <p>√ Dual solar panels</p> <p>√ Permitting, installation, and ongoing maintenance</p>	<p>Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.</p> <p>√ 1 LPR Camera</p> <p>√ Unlimited LTE data service + software licenses</p> <p>√ 1 portable mount with varying-sized band clamps</p> <p>√ 1 Charger for internal battery</p> <p>√ 1 hardshell carrying case</p>	<p>Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.</p> <p>√ 1 Long-Range LPR Camera</p> <p>√ Computing device in protective poly case</p> <p>√ AC Power</p> <p>√ Permitting, installation, and ongoing maintenance</p>

## Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge.  <i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i>
Public Relations	Government Affairs  Get support educating your stakeholders, including city councils and other governing bodies.  Media Relations  Share crimes solved in the local media with the help of our Public Relations team.



EXHIBIT A  
**ORDER FORM**

Customer: City of Wausau  
Legal Entity Name: City of Wausau  
Accounts Payable Email: benjamin.graham@ci.wausau.wi.us  
Address: 515 Grand Ave Wausau, Wisconsin 54403

Initial Term: 60 Months  
Renewal Term: 24 Months  
Payment Terms: Net 30  
Billing Frequency: Annual Plan - First Year Invoiced at Signing.  
Retention Period: 30 Days

**Hardware and Software Products**

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$50,000.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon®	Included	20	Included

<b>Subtotal Year 1:</b>	\$50,000.00
<b>Annual Recurring Subtotal:</b>	\$50,000.00
<b>Discounts:</b>	\$50,000.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$250,000.00

**Special Terms:**

Effective Date of the Contract. The first day of the Term of this Agreement, which shall be 12/15/2023.

## **Billing Schedule**

<b>Billing Schedule</b>	<b>Amount (USD)</b>
<b>Year 1</b>	
At Contract Signing	\$50,000.00
<b>Annual Recurring after Year 1</b>	\$50,000.00
<b>Contract Total</b>	\$250,000.00

\*Tax not included

## **Discounts**

<b>Discounts Applied</b>	<b>Amount (USD)</b>
Flock Safety Platform	\$50,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

## Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

## FlockOS Features & Description

### Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

**By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.** The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: City of Wausau**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: Katie Rosenberg

Title: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_

**Customer: City of Wausau**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_



## Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”) on this the 16 day of September 2023. This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

**WHEREAS**, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

**WHEREAS**, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

### AGREEMENT

**NOW, THEREFORE**, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as

exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

## 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

## 2. SERVICES AND SUPPORT

**2.1 Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“*Retention Period*”). Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

**2.2 Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

**2.3 Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at [support@flocksafety.com](mailto:support@flocksafety.com) (such services collectively referred to as “*Support Services*”).

**2.4 Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

**2.5 Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

**2.6 Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

**2.7 Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

### 3. CUSTOMER OBLIGATIONS

**3.1 Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

**3.2 Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

### 4. DATA USE AND LICENSING

**4.1 Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

**4.2 Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

**4.3 Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

## **5. CONFIDENTIALITY; DISCLOSURES**

**5.1 Confidentiality.** To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

**5.2 Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.



**5.3 Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

## **6. PAYMENT OF FEES**

**6.1 Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

**6.2 Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

**6.3 Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

**6.4 Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

## 7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

## 8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

## **9. LIMITATION OF LIABILITY; INDEMNITY**

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

**9.2 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

**9.3 Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

## 10. INSTALLATION SERVICES AND OBLIGATIONS

**10.1 Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

**10.2 Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

**10.3 Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

**10.4 Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

**10.5 Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

## **11. MISCELLANEOUS**

**11.1 Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

**11.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**11.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

**11.4 Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

**11.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

**11.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**11.7 Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**11.8 Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

**11.9 Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**11.10 Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.



11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: [legal@flocksafety.com](mailto:legal@flocksafety.com)

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

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EXHIBIT B  
**INSURANCE**

**Required Coverage.** Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

**Types and Amounts Required.** Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

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

<b>RESOLUTION OF THE FINANCE COMMITTEE</b>	
Approving Nominal Payment Parcel for a Temporary Limited Easement and New Highway Right-of-Way Fee at 4805 and 4905 Stewart Avenue, Parcel 49, Transportation Project Plat 6999-09-02	
Committee Action:	<i>Pending</i>
Fiscal Impact:	\$20,000.00
<b>File Number:</b>	23-0912G
<b>Date Introduced:</b>	October 24, 2023

<b>FISCAL IMPACT SUMMARY</b>			
<b>COSTS</b>	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source:</i> TID #10
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
<b>SOURCE</b>	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i> <span style="float: right;"><i>Annual Retirement</i></span>
	<i>TID Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source:</i> Increment Revenue <input type="checkbox"/> Debt <input checked="" type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/>		

**RESOLUTION**

**WHEREAS**, Stewart Avenue from 72<sup>nd</sup> Avenue to 48<sup>th</sup> Avenue is proposed to be reconstructed in 2024; and

**WHEREAS**, in preparation for the reconstruction project, the City must acquire the necessary real estate to construct the street in accordance with the conceptual design approved; and

**WHEREAS**, in order to acquire the necessary property for the approved road design, the City hired CORRE, Inc. to administer the real estate acquisitions needed for the reconstruction project; and

**WHEREAS**, on February 28, 2023 your Finance Committee reviewed the Nominal Payment Parcel Report for the Stewart Avenue Project and recommended approval; and

**WHEREAS**, the offer of a temporary limited easement of 2,808 sq. ft. for \$6,332.66 and a new highway right-of-way fee of 897 sq. ft. for \$6,951.75 for a total rounded to \$13,300.00 was presented to the property owner; and

**WHEREAS**, the property owner counteroffered with \$20,000.00; and

**WHEREAS**, on October 24, 2023, your Finance Committee and recommend approving a temporary limited easement of 2,808 sq. ft. for \$6,332.66; and a new highway right-of-way fee of 897 sq. ft. for \$6,951.75 for a total rounded to \$20,000 for the properties at 4805 and 4905 Stewart Avenue; and

**WHEREAS**, the property owner has accepted the offer; now therefore

**BE IT RESOLVED** by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the documents necessary to acquire the property interests described herein for the properties at 4805 and 4905 Stewart Avenue.

Approved:

---

Katie Rosenberg, Mayor

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

RE1897 11/2022 Ch. 32 Wis. Stats.

Owner name(s) 4905 Stewart Avenue LLC	Area and interest required 897.00 sq. ft. of New Highway Right of Way (FEE), 2,808.00 sq. ft. of Temporary Limited Easement (TLE)
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**Allocation**

Allocation	Description	Size	Unit	Per Unit	Value (\$)
New Highway Right of Way (FEE)		897.00	Sq Ft	\$7.75	\$6,951.75
Temporary Limited Easement (TLE)	TLE Worksheet	2,808.00	Sq Ft	\$7.75	\$6,332.66

Total Allocation \$13,284.41  
 Rounded To \$13,300.00  
 Settlement \$20,000.00

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 and Town of Stettin.

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 and Town of Stettin agents or representatives.

In executing this document, the undersigned affirms that he/she is duly authorized by **4905 Stewart Avenue LLC** to execute this document.

*[Signature]* 8-25-23  
 Signature Date  
 Managing Member, Chris Gardiner  
 Print Name & Title

X  
 Signature Date  
 Print Name & Title

Approved for City of Wausau

For Office Use Only

Agency Approval Date

Approved for Town of Stettin

For Office Use Only

Agency Approval Date



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

Project ID  
 6999-09-02

Parcel No  
 49

Size of Temporary Limited Easement (TLE)	:	2,808.00
Unit value of the unencumbered fee within the TLE:	\$	7.75
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:	\$	2,176.20
<b><u>Discounted Lump Sum Payment of Annual Rent</u></b>		
Discount Rate:		2.00%
· First Year:	\$	2,176.20
· Second Year:	\$	2,133.53
· Third Year:	\$	2,022.93
· Fourth Year:	\$	-
· Fifth Year:	\$	-
· Sixth Year:	\$	-
<b>Total Compensation for Land Within the TLE:</b>	<b>\$</b>	<b>6,332.66</b>



# STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION TRANSPORTATION PROJECT PLAT TITLE SHEET

## 6999-09-02

### C WAUSAU, STEWART AVENUE

S 72ND AVENUE TO S 48TH AVENUE

### LOC STR MARATHON COUNTY



#### CONVENTIONAL SYMBOLS

SECTION LINE	---	SECTION CORNER SYMBOL		R/W MONUMENT (TO BE SET)	●
QUARTER LINE	---	SECTION CORNER MONUMENT		NON-MONUMENTED R/W POINT	○
SIXTEENTH LINE	---	GEODETIC SURVEY MONUMENT		FOUND IRON PIN (1-INCH UNLESS NOTED)	IP
NEW REFERENCE LINE	---	SIXTEENTH CORNER MONUMENT		OFF-PREMISE SIGN	
NEW R/W LINE	---	SIGN		COMPENSABLE	
EXISTING R/W OR HE LINE	---	ELECTRIC POLE		NON-COMPENSABLE	
PROPERTY LINE	---	TELEPHONE POLE			
LOT, TIE & OTHER MINOR LINES	---	PEDESTAL (LABEL TYPE) (TV, TEL, ELEC, ETC.)			
SLOPE INTERCEPT	---	ACCESS RESTRICTED BY ACQUISITION			
CORPORATE LIMITS	---	NO ACCESS (BY STATUTORY AUTHORITY)			
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC.)	---	ACCESS RESTRICTED (BY PREVIOUS PROJECT OR CONTROL)			
NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)	---	NO ACCESS (NEW HIGHWAY)			
TEMPORARY LIMITED EASEMENT AREA	---	PARCEL NUMBER		UTILITY NUMBER	
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)	---	PARALLEL OFFSETS			
TRANSMISSION STRUCTURES	---				
BUILDING					
TO BE REMOVED					
BRIDGE					
CULVERT					

#### CONVENTIONAL ABBREVIATIONS

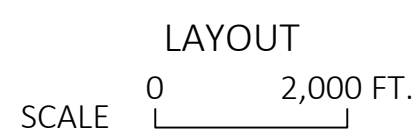
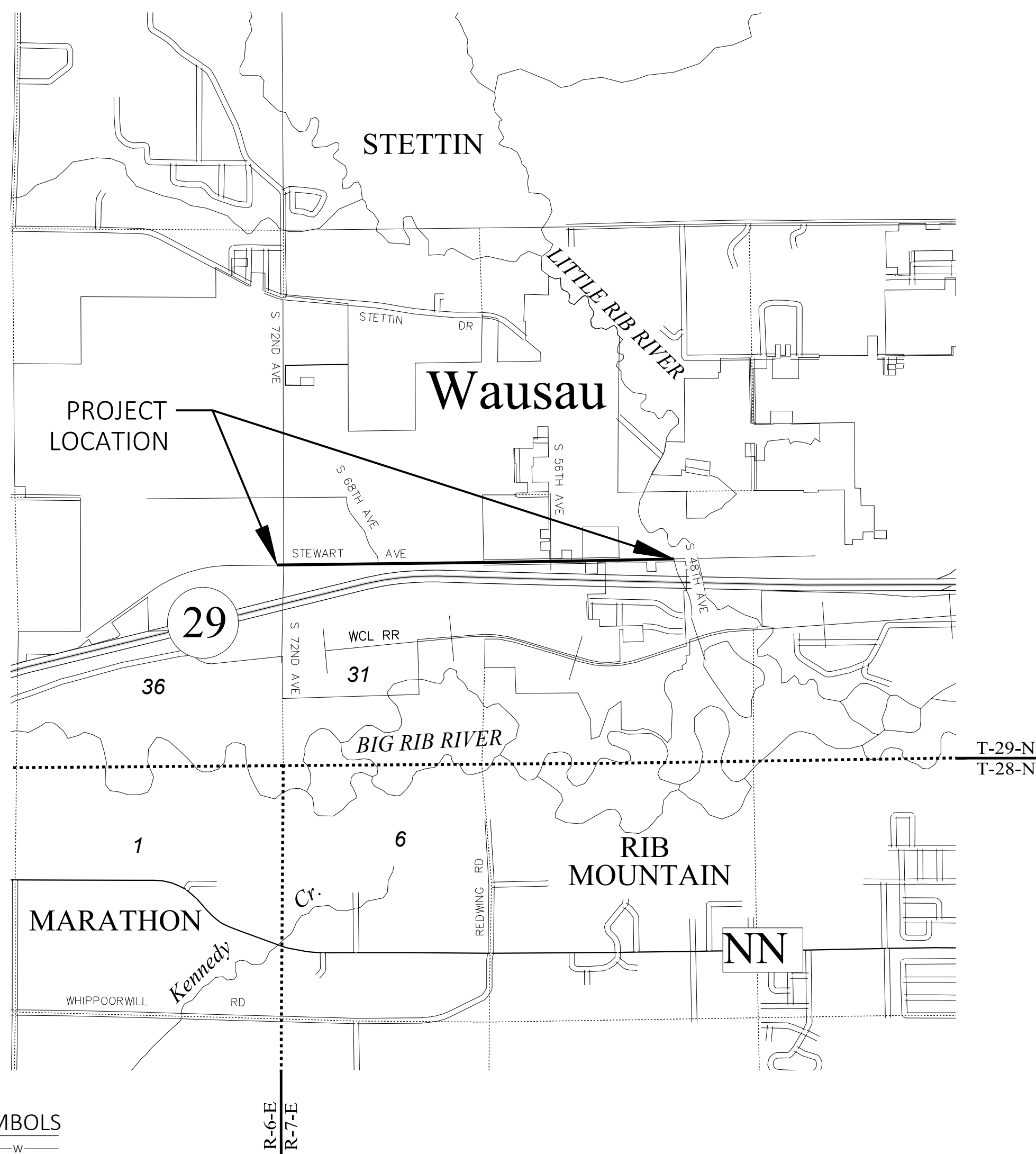
ACCESS RIGHTS	AR	POINT OF COMPOUND CURVE	PCC
ACRES	AC	POINT OF INTERSECTION	PI
AHEAD	AH	PROPERTY LINE	PL
ALUMINUM	ALUM	RECORDED AS	(100')
AND OTHERS	ET AL	REEL / IMAGE	R/I
BACK	BK	REFERENCE LINE	R/L
BLOCK	BLK	REMAINING	REM
CENTERLINE	C/L	RESTRICTIVE DEVELOPMENT	RDE
CERTIFIED SURVEY MAP	CSM	EASEMENT	
CONCRETE	CONC	RIGHT	RT
COUNTY	CO	RIGHT OF WAY	R/W
COUNTY TRUNK HIGHWAY	CTH	SECTION	SEC
DISTANCE	DIST	SEPTIC VENT	SEPV
CORNER	COR	SQUARE FEET	SF
DOCUMENT NUMBER	DOC	STATE TRUNK HIGHWAY	STH
EASEMENT	EASE	STATION	STA
EXISTING	EX	TELEPHONE PEDESTAL	TP
GAS VALVE	GV	TEMPORARY LIMITED EASEMENT	TLE
GRID NORTH	GN		
HIGHWAY EASEMENT	HE	TRANSPORTATION PROJECT PLAT	TPP
IDENTIFICATION	ID	UNITED STATES HIGHWAY	USH
LAND CONTRACT	LC	VOLUME	V
LEFT	LT		
MONUMENT	MON		
NATIONAL GEODETIC SURVEY	NGS		
NUMBER	NO		
OUTLOT	OL		
PAGE	P		
POINT OF TANGENCY	PT		
PERMANENT LIMITED EASEMENT	PLE		
POINT OF BEGINNING	POB		
POINT OF CURVATURE	PC		

#### CURVE DATA ABBREVIATIONS

LONG CHORD	LCH
LONG CHORD BEARING	LCB
RADIUS	R
DEGREE OF CURVE	D
CENTRAL ANGLE	Δ/DELTA
LENGTH OF CURVE	L
TANGENT	T
DIRECTION AHEAD	DA
DIRECTION BACK	DB

#### CONVENTIONAL UTILITY SYMBOLS

WATER	---
GAS	---
TELEPHONE	---
OVERHEAD TRANSMISSION LINES	---
ELECTRIC	---
CABLE TELEVISION	---
FIBER OPTIC	---
SANITARY SEWER	---
STORM SEWER	---
ELECTRIC TOWER	



THE NOTES, CONVENTIONAL SIGNS, AND ABBREVIATIONS ARE ASSOCIATED WITH EACH TRANSPORTATION PROJECT PLAT FOR PROJECT 6999-09-02

#### NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), MARATHON COUNTY, NAD83(2011), IN U.S. SURVEY FEET. VALUES 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" X 24" IRON REBARS), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

ALL RIGHT-OF-WAY LINES DEPICTED IN THE NON-ACQUISITION AREAS ARE INTENDED TO RE-ESTABLISH EXISTING RIGHT-OF-WAY LINES AS DETERMINED FROM PREVIOUS PROJECTS, OTHER RECORDED DOCUMENTS, OR FROM CENTERLINE OF EXISTING PAVEMENTS.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS" OF PUBLIC RECORD.

DIMENSIONING FOR THE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PERPENDICULAR TO THE NEW REFERENCE LINES.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL (TLEs) ON THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.

A PERMANENT LIMITED EASEMENT (PLE) IS A RIGHT FOR CONSTRUCTION AND MAINTENANCE PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON AND THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE, BUT WITHOUT PREJUDICE TO THE OWNER'S RIGHTS TO MAKE OR CONSTRUCT IMPROVEMENTS ON SAID LANDS OR TO FLATTEN THE SLOPES, PROVIDING SAID ACTIVITIES WILL NOT IMPAIR OR OTHERWISE ADVERSELY AFFECT THE HIGHWAY FACILITIES.

AN EASEMENT FOR HIGHWAY PURPOSES (HE), AS LONG AS SO USED, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE.

PROPERTY LINES SHOWN ON THIS PLAT ARE DRAWN FROM DATA DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR EXISTING OCCUPATIONAL LINES. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

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

PARCEL AND UTILITY IDENTIFICATION NUMBERS MAY NOT POINT TO ALL AREAS OF ACQUISITION, AS NOTED ON THE TPP DETAIL PAGES.

INFORMATION FOR THE BASIS OF EXISTING HIGHWAY RIGHT-OF-WAY POINTS OF REFERENCE AND ACCESS CONTROL ARE LISTED ON THE TPP DETAIL PAGES.

PROJECT NUMBER 6999-09-02 - 4. 01  
SHEET 2 OF 2  
AMENDMENT NO:

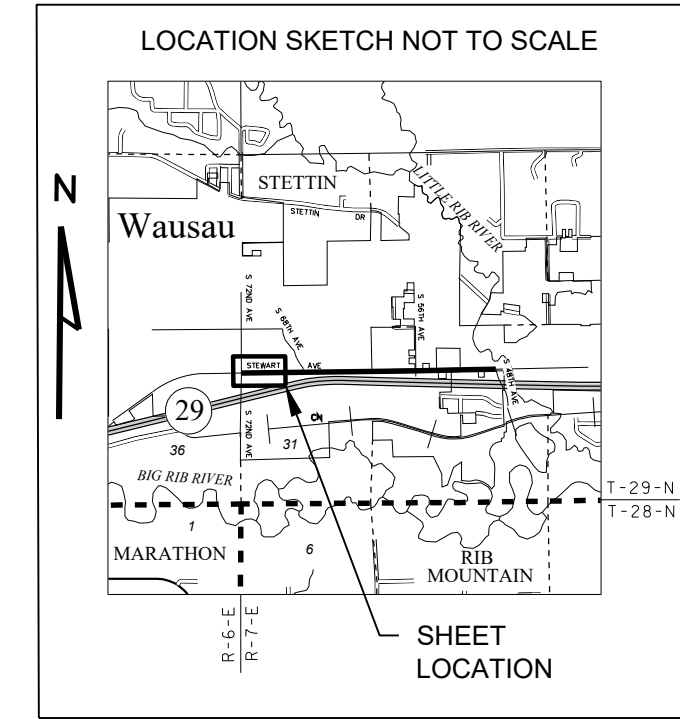
# TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.01

THAT 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, PART OF PARCEL 4 OF CSM 6176, PART OF LOT 1 OF CSM 609, PART OF LOT 1 OF CSM 250, PART OF LOTS 1 AND 2 OF CSM 9120, PART OF LOT 1 OF CSM 4168 AND PART OF LOT 1 OF 393 LOCATED IN PART OF THE S1/2 OF THE FRACTIONAL NW1/4, 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

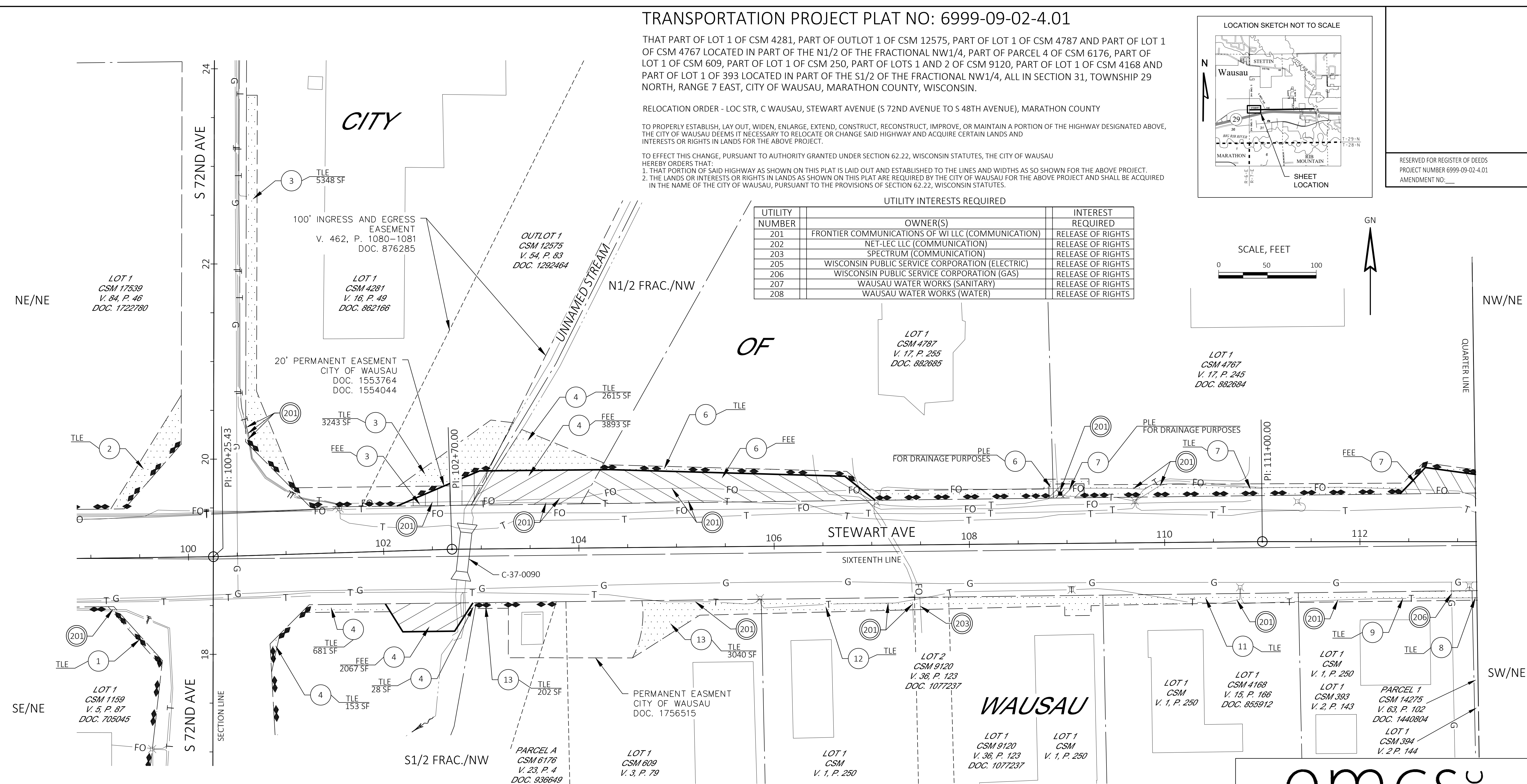
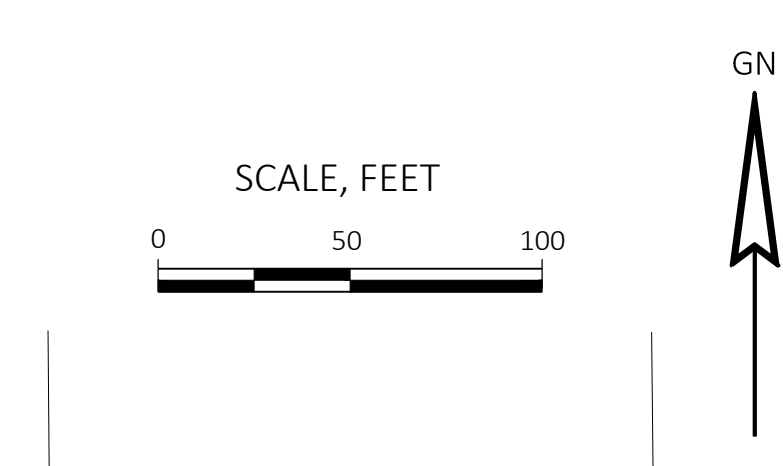
TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF WAUSAU DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

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 LAY 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.



RESERVED FOR REGISTER OF DEEDS  
 PROJECT NUMBER 6999-09-02-4.01  
 AMENDMENT NO. \_\_\_\_\_

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
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



- (201) FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)  
 NO RECORD OF EASEMENT - PAR. 1  
 VOL. 66 PG. 561 DOC. 604190 - PAR. 2, 3, 4, 6 & 7  
 VOL. 155 PG. 286 DOC. 645939 - PAR. 9  
 VOL. 155 PG. 604 DOC. 646161 - PAR. 11, 12 & 13  
 VOL. 158 PG. 567 DOC. 647598 - PAR. 8  
 VOL. 440 PG. 101 DOC. 859525 - PAR. 13  
 VOL. 578 PG. 187 DOC. 959612 - PAR. 7
- (202) NET-LEC LLC (COMMUNICATION)  
 DOC. 1607184 - PAR. 12
- (203) SPECTRUM (COMMUNICATION)  
 NO RECORD OF EASEMENT - PAR. 12

- (205) WISCONSIN PUBLIC SERVICE CORPORATION (ELECTRIC)  
 DOC. 1770320 - PAR. 13
- (206) WISCONSIN PUBLIC SERVICE CORPORATION (GAS)  
 NO RECORD OF EASEMENT - PAR. 9
- (207) WAUSAU WATER WORKS (SANITARY)  
 DOC. 1756515 - PAR. 13
- (208) WAUSAU WATER WORKS (WATER)  
 DOC. 1756515 - PAR. 13

ALL TLES ARE FOR SLOPE GRADING PURPOSES

## 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 SF	TLE SF
			NEW	EXISTING	TOTAL		
1	MARATHON COUNTY, A WISCONSIN MUNICIPAL CORPORATION	TLE	---	---	---	---	355
2	APOGEE WAUSAU GROUP, INC., A WISCONSIN CORPORATION	TLE	---	---	---	---	2264
3	KINGSPAN LIGHT & AIR LLC, A DELAWARE LIMITED LIABILITY COMPANY	FEE/TLE	1556	---	1556	---	8591
4	CITY OF WAUSAU, A WISCONSIN MUNICIPALITY	FEE/TLE	5960	---	5960	---	3477
6	BADGER HOUSING ASSOCIATES III, A WISCONSIN CO-PARTNERSHIP	FEE/PLE/TLE	8254	---	8254	63	3247
7	OSHCOR CORPORATION, A WISCONSIN CORPORATION	FEE/PLE/TLE	1521	---	1521	455	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	---	---	---	---	3242

**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: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PRINT NAME: KEVIN C. BOYER  
 REGISTRATION NUMBER: S-2675

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_

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

THAT PART OF LOT 1 OF CSM 14700 AND PART OF LOT 1 OF CSM 809 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:

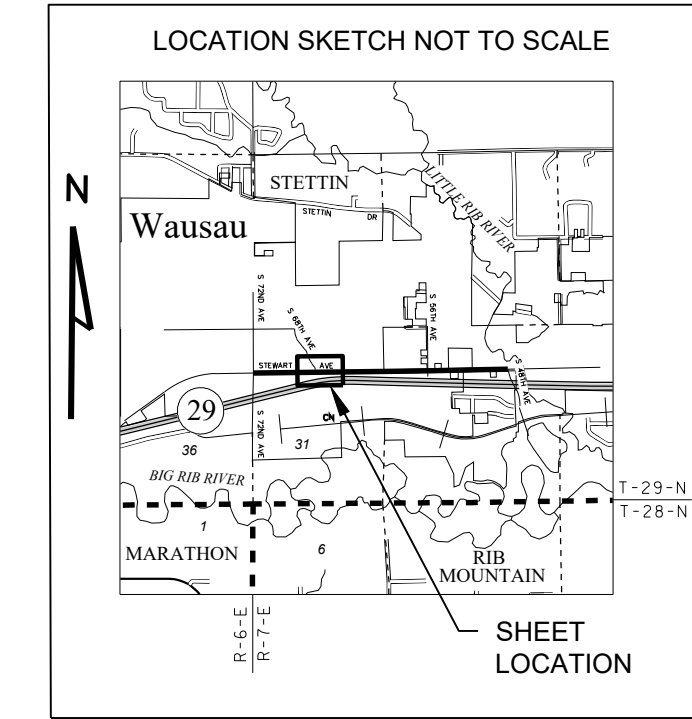
1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY OF WAUSAU FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF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

**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.

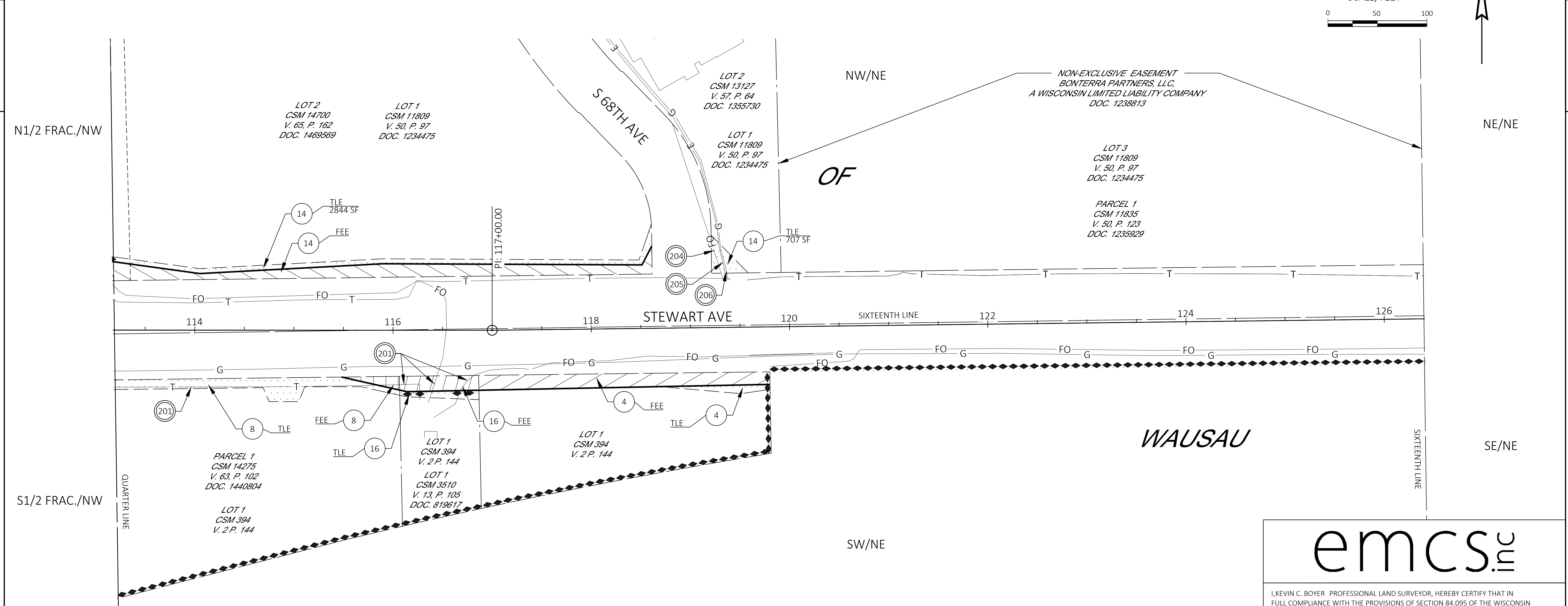
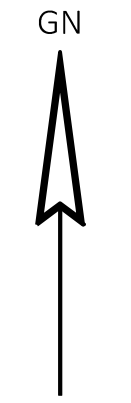
PARCEL NUMBER	OWNERS	INTERESTS REQUIRED	R/W SF REQUIRED			TLE SF
			NEW	EXISTING	TOTAL	
4	CITY OF WAUSAU, A WISCONSIN MUNICIPALITY	FEE/TLE	4066	---	4066	559
8	WTH 9, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	FEE/TLE	406	---	406	3088
14	DUQUAINE DEVELOPMENT INC., A WISCONSIN LIMITED LIABILITY COMPANY	FEE/TLE	6114	---	6114	3551
16	GENERAL TELEPHONE COMPANY OF WISCONSIN, A WISCONSIN CORPORATION	FEE/TLE	1219	---	1219	567

**PRELIMINARY DESIGN NOTE**  
 CONFIRM IF PARCEL 16 WAS TRANSFERRED FROM "GENERAL TELEPHONE COMPANY OF WISCONSIN, A WISCONSIN CORPORATION" TO "FRONTIER COMMUNICATIONS OF WI LLC".



RESERVED FOR REGISTER OF DEEDS  
 PROJECT NUMBER 6999-09-02-4.02  
 AMENDMENT NO. \_\_\_\_\_

*CITY*



**UTILITY INTERESTS REQUIRED**

UTILITY NUMBER	OWNER(S)	INTEREST REQUIRED
201	FRONTIER COMMUNICATIONS OF WI LLC (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

- (201) FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)  
VOL. 158 PG. 567 DOC. 647598 - PAR. 4, 8 & 16
- (204) TDS METROCOM LLC (COMMUNICATION)  
NO RECORD OF EASEMENT - PAR. 14
- (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. 14

ALL TLES ARE FOR SLOPE GRADING PURPOSES

*WAUSAU*



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: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PRINT NAME: KEVIN C. BOYER  
 REGISTRATION NUMBER: S-2675

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_

TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.03

THAT PART OF PARCEL 2 OF CSM 11835 LOCATED IN PART OF THE NE1/4 OF THE NE1/4 OF 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.

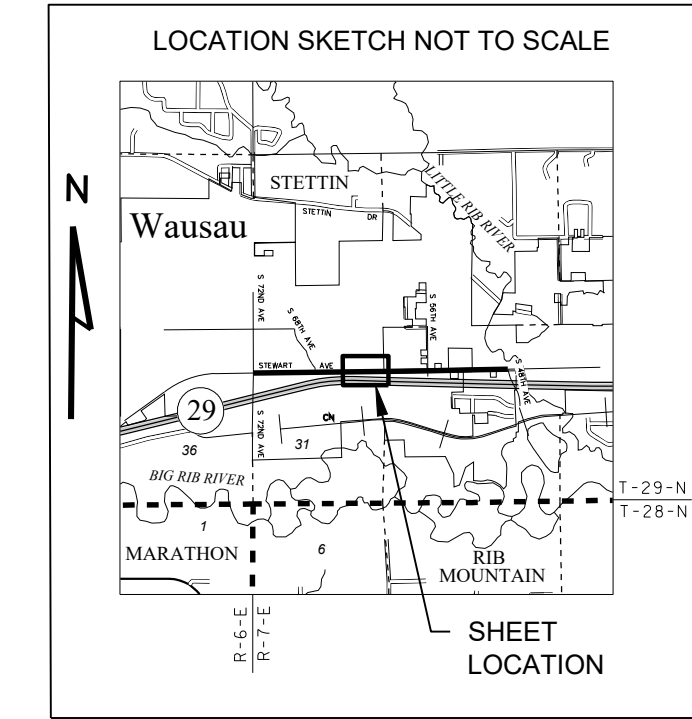
TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF WAUSAU HEREBY ORDERS THAT:

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.

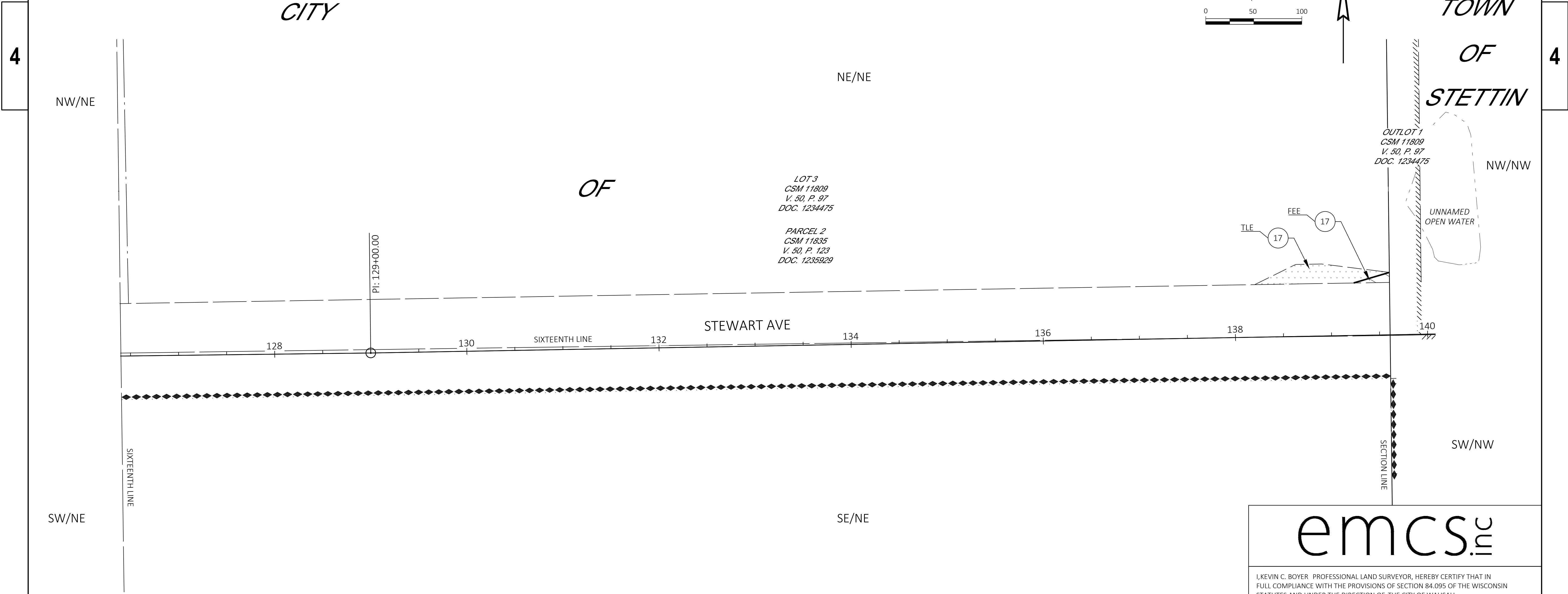
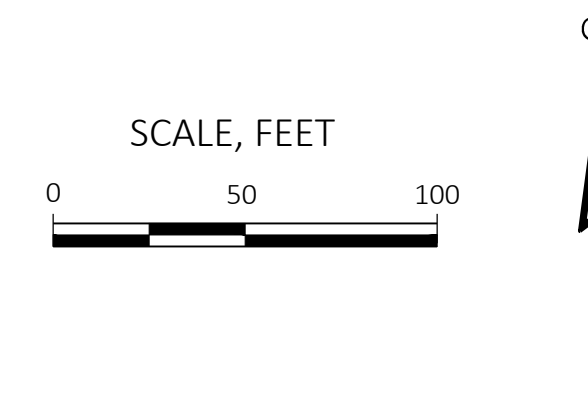
SCHEDULE OF LANDS & INTERESTS REQUIRED

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
			NEW	EXISTING	TOTAL	SF
17	RODNEY STEIF, A 1/2 INTEREST, PAULA KNOBLOCK, A 1/4 INTEREST AND PAUL KNOBLOCK, A 1/4 INTEREST, AS TENANTS IN COMMON D/B/A S & K INVESTMENTS	FEE/TLE	194	---	194	1873



RESERVED FOR REGISTER OF DEEDS  
PROJECT NUMBER 6999-09-02-4.03  
AMENDMENT NO. \_\_\_\_\_



ALL TLES ARE FOR SLOPE GRADING PURPOSES

**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: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PRINT NAME: KEVIN C. BOYER  
 REGISTRATION NUMBER: S-2675

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_

TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.04

THAT PART OF THE SW1/4 OF THE NW1/4 OF SECTION 32, 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.

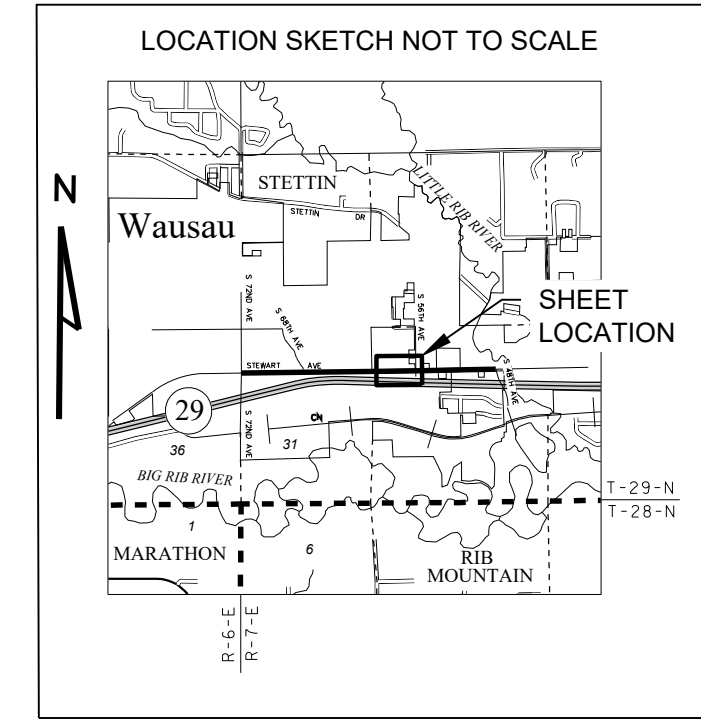
TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF WAUSAU HEREBY ORDERS THAT:

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.

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.

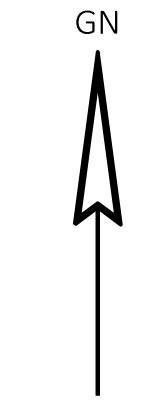
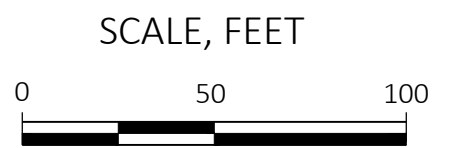
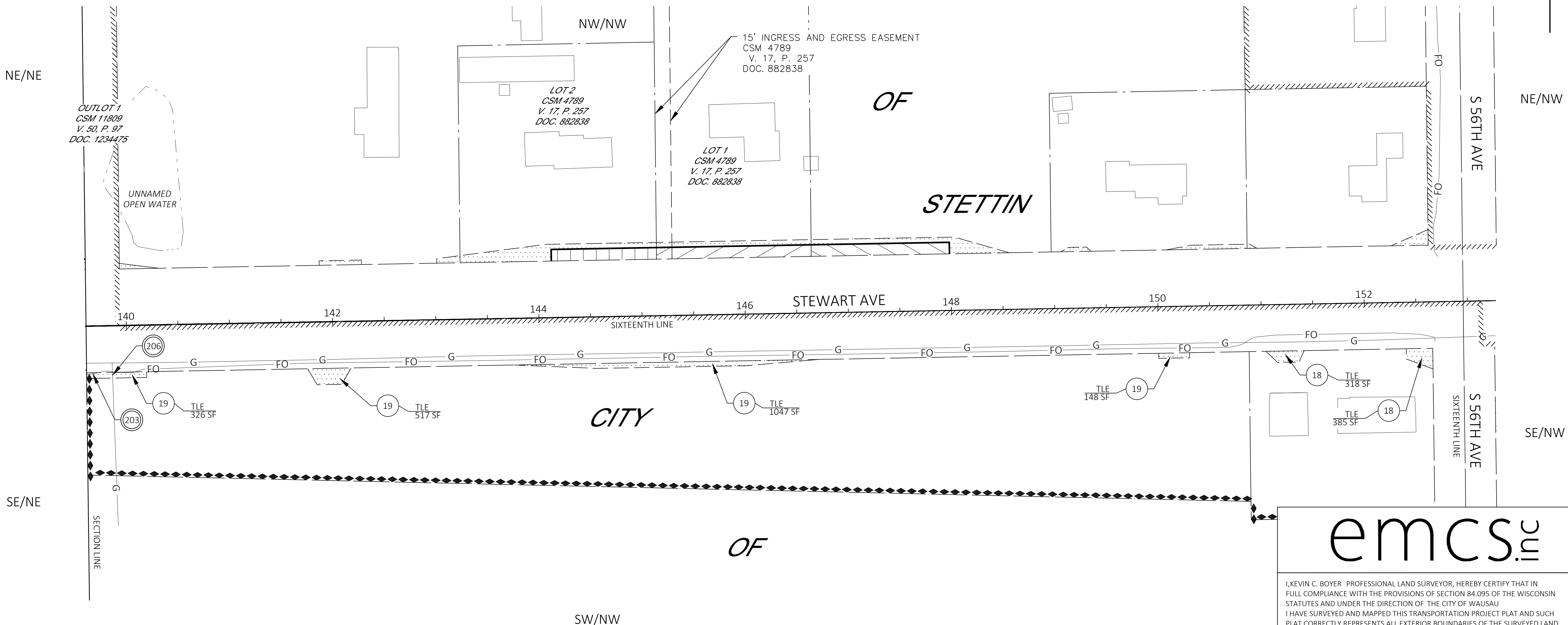
PARCEL NUMBER	OWNERS	INTERESTS REQUIRED	TLE SF
18	JEFF P. WEBSTER AND LISA R. TESKE, HUSBAND AND WIFE, AS SURVIVORSHIP MARITAL PROPERTY	TLE	703
19	MARGARET E. SCHLAIS TRUST DATED NOVEMBER 21, 2003	TLE	2038



RESERVED FOR REGISTER OF DEEDS  
PROJECT NUMBER 6999-09-02-4.04  
AMENDMENT NO. \_\_\_\_\_

UTILITY INTERESTS REQUIRED		
UTILITY NUMBER	OWNER(S)	INTEREST REQUIRED
203	SPECTRUM (COMMUNICATION)	RELEASE OF RIGHTS
206	WISCONSIN PUBLIC SERVICE CORPORATION (GAS)	RELEASE OF RIGHTS

- (203) SPECTRUM (COMMUNICATION)  
NO RECORD OF EASEMENT - PAR. 19
- (206) WISCONSIN PUBLIC SERVICE CORPORATION (GAS)  
NO RECORD OF EASEMENT - PAR. 19



**emcs inc**

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: \_\_\_\_\_ DATE: \_\_\_\_\_  
PRINT NAME: KEVIN C. BOYER  
REGISTRATION NUMBER: S-2675

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_

ALL TLES ARE FOR SLOPE GRADING PURPOSES

SEE SHEET 4.05 FOR INTERESTS REQUIRED IN THE TOWN OF STETTIN.

**TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.05**

THAT PART OF LOTS 1 AND 2 OF CSM 4789 LOCATED IN PART OF THE NW1/4 OF THE NW1/4 OF SECTION 32, TOWNSHIP 29 NORTH, RANGE 7 EAST, TOWN OF STETTIN, MARATHON COUNTY, WISCONSIN.

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

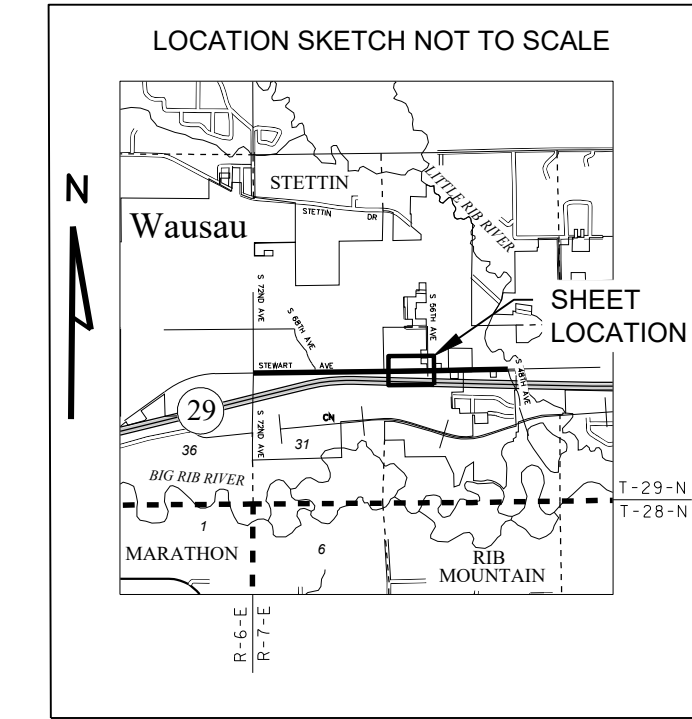
TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE TOWN OF STETTIN DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 82.14(1), WISCONSIN STATUTES, THE TOWN OF STETTIN 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 TOWN OF STETTIN FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE TOWN OF STETTIN, PURSUANT TO THE PROVISIONS OF SECTION 82.14(1), WISCONSIN STATUTES.

**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 TOWN OF STETTIN.

PARCEL NUMBER	OWNERS	INTERESTS REQUIRED	R/W SF REQUIRED			TLE SF
			NEW	EXISTING	TOTAL	
21	GERALDINE M. STEIF REVOCABLE TRUST OF FEBRUARY 19, 2005	TLE	---	---	---	406
22	PAUL A KNOBLOCK AND PAULA J STEIF N\K\A PAULA J KNOBLOCK, HUSBAND AND WIFE	FEE/TLE	1149	---	1149	1557
23	RODNEY J. STEIF	FEE/TLE	1683	---	1683	750
24	GERALDINE M. STEIF REVOCABLE TRUST OF FEBRUARY 19, 2005, A 50% INTEREST, AND THE STEIF FAMILY TRUST OF FEBRUARY 19, 2005, A 50% INTEREST	FEE/TLE	1497	---	1497	1178
26	EDITH M. ROSE, AS LIFE TENANT, AND JAY C. BLAHER, AS REMAINDERMAN	TLE	---	---	---	368
27	MICHAEL TRANETZKI	TLE	---	---	---	294

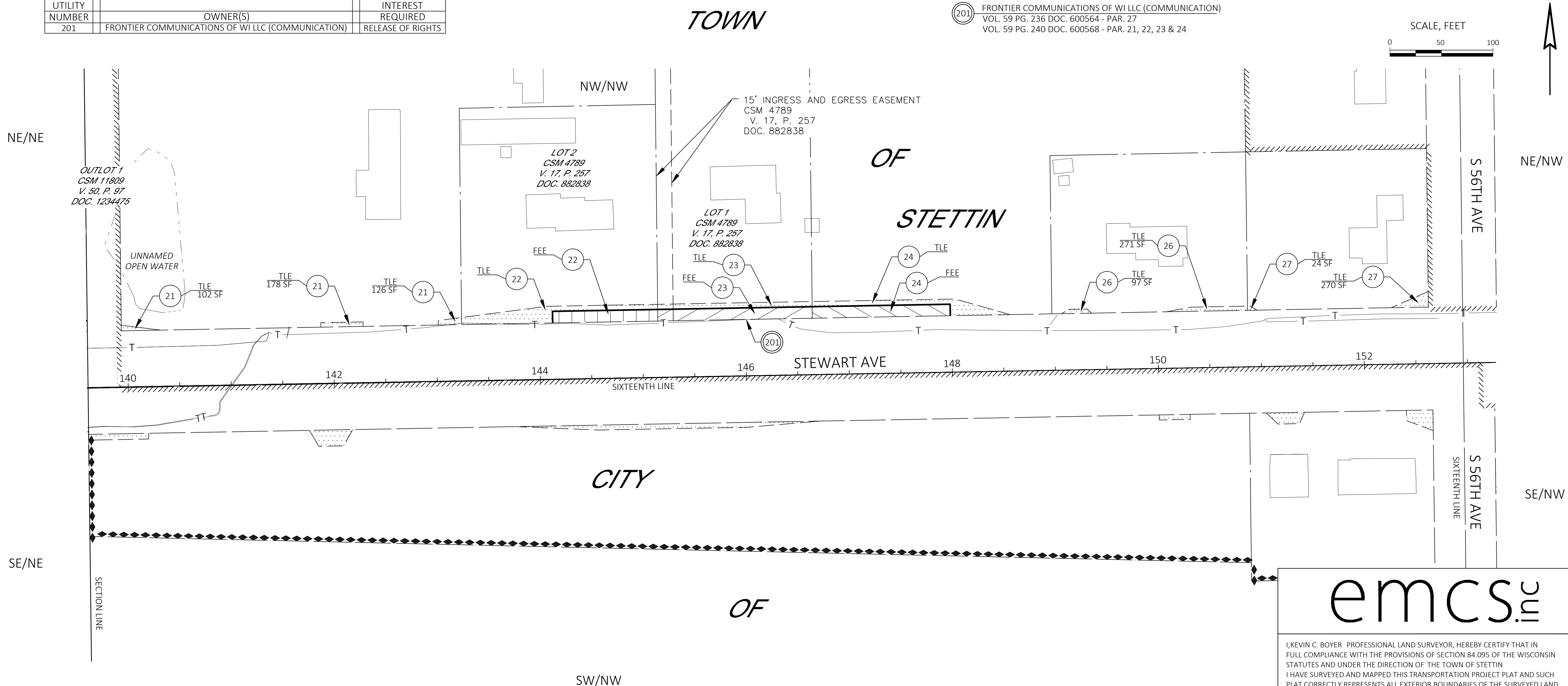
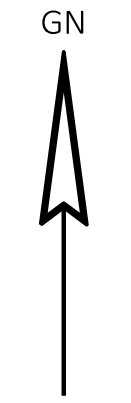
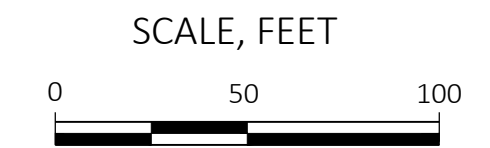


RESERVED FOR REGISTER OF DEEDS  
 PROJECT NUMBER 6999-09-02-4.05  
 AMENDMENT NO. \_\_\_\_\_

**UTILITY INTERESTS REQUIRED**

UTILITY NUMBER	OWNER(S)	INTEREST REQUIRED
201	FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)	RELEASE OF RIGHTS

(201) FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)  
 VOL. 59 PG. 236 DOC. 600564 - PAR. 27  
 VOL. 59 PG. 240 DOC. 600568 - PAR. 21, 22, 23 & 24



**emcs inc**

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 TOWN OF STETTIN I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PRINT NAME: KEVIN C. BOYER  
 REGISTRATION NUMBER: S-2675

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE TOWN OF STETTIN

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_

ALL TLES ARE FOR SLOPE GRADING PURPOSES

SEE SHEET 4.04 FOR INTERESTS REQUIRED IN THE CITY OF WAUSAU.

TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.06

THAT PART OF THE NE1/4 OF THE NW1/4 AND PART OF THE SE1/4 OF THE NW1/4 OF SECTION 32, 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.

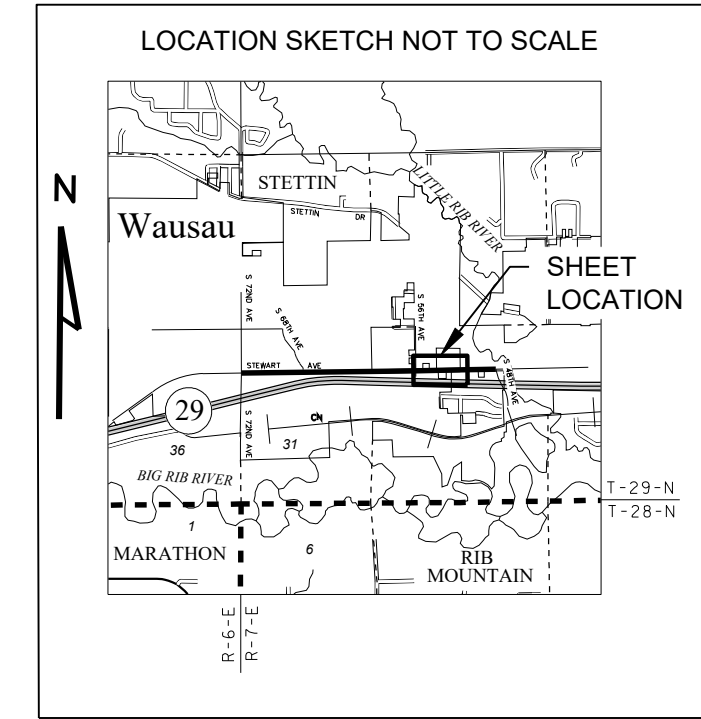
TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF WAUSAU HEREBY ORDERS THAT:

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.

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.

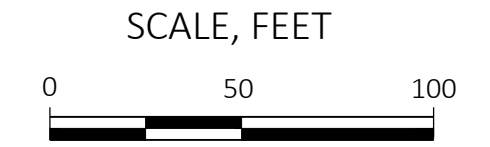
PARCEL NUMBER	OWNERS	INTERESTS REQUIRED	TLE SF
31	JOSHUA D. ZENTNER	TLE	249
33	TRAVIS VOLM	TLE	325
34	STEVEN J. KAQUATOSH	TLE	344
36	TOU XOUA YANG	TLE	203
37	ROD KLEIBER PROPERTIES, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	TLE	1601
38	TODD M. WOLD, AS VENDEE BY LAND CONTRACT FROM JUANITA L. ARROWOOD, AS VENDOR	TLE	2688
41	WAUSAU HOSPITALS, INC., A WISCONSIN CORPORATION	TLE	342



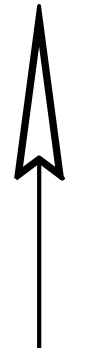
RESERVED FOR REGISTER OF DEEDS  
PROJECT NUMBER 6999-09-02-4.06  
AMENDMENT NO. \_\_\_\_\_

(201) FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)  
VOL. 59 PG. 487 DOC. 600748 - PAR. 38  
VOL. 59 PG. 496 DOC. 600757 - PAR. 38 & 41

UTILITY INTERESTS REQUIRED		
UTILITY NUMBER	OWNER(S)	INTEREST REQUIRED
201	FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)	RELEASE OF RIGHTS



GN



NW/NE

SW/NE

NE/NW

SE/NW

CITY

TOWN

TOWN

WAUSAU

OF

STETTIN

STETTIN

WAUSAU

emcs inc

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: \_\_\_\_\_ DATE: \_\_\_\_\_  
PRINT NAME: KEVIN C. BOYER  
REGISTRATION NUMBER: S-2675

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_

ALL TLES ARE FOR SLOPE GRADING PURPOSES

SEE SHEET 4.07 FOR INTERESTS REQUIRED IN THE TOWN OF STETTIN.

4

4

TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.07

THAT PART OF LOT 1 OF CSM 1775 AND PART OF LOT 1 OF CSM 13195 LOCATED IN PART OF THE NE1/4 OF THE NW1/4 AND THAT PART OF THE SE1/4 OF THE NW1/4, ALL IN SECTION 32, TOWNSHIP 29 NORTH, RANGE 7 EAST, TOWN OF STETTIN, 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 TOWN OF STETTIN DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

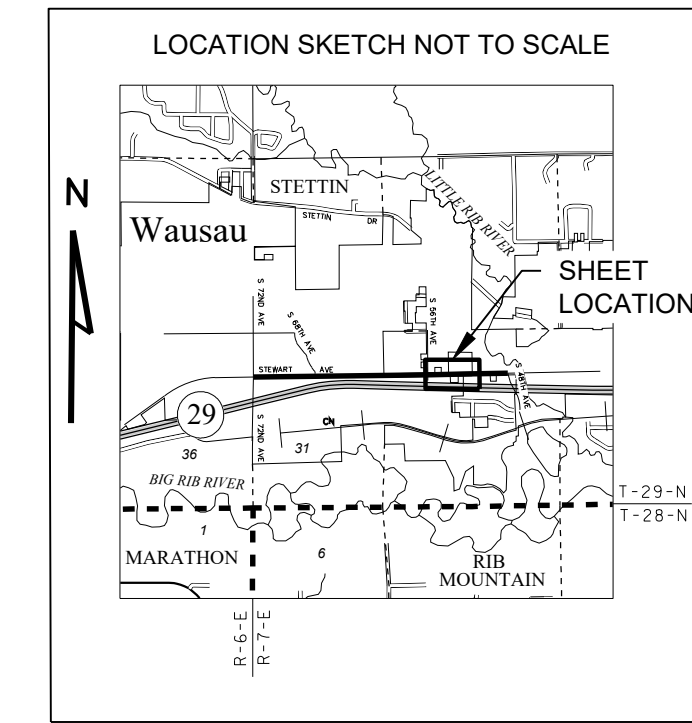
TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 82.14(1), WISCONSIN STATUTES, THE TOWN OF STETTIN

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 TOWN OF STETTIN FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE TOWN OF STETTIN, PURSUANT TO THE PROVISIONS OF SECTION 82.14(1), WISCONSIN STATUTES.

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 TOWN OF STETTIN.

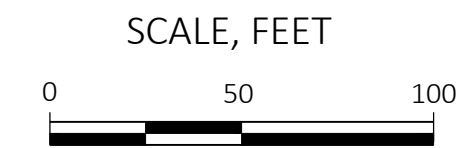
PARCEL NUMBER	OWNERS	INTERESTS REQUIRED	TLE SF
28	MARLENE D. SAVATKE	TLE	905
29	KORY J. KUCIREK	TLE	139
32	MAYADA TASHTOOSH	TLE	160
39	ATLAS APARTMENTS, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	TLE	706
42	GB AND WAUSAU, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	TLE	830
43	5300 STEWART AVE, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	TLE	1970



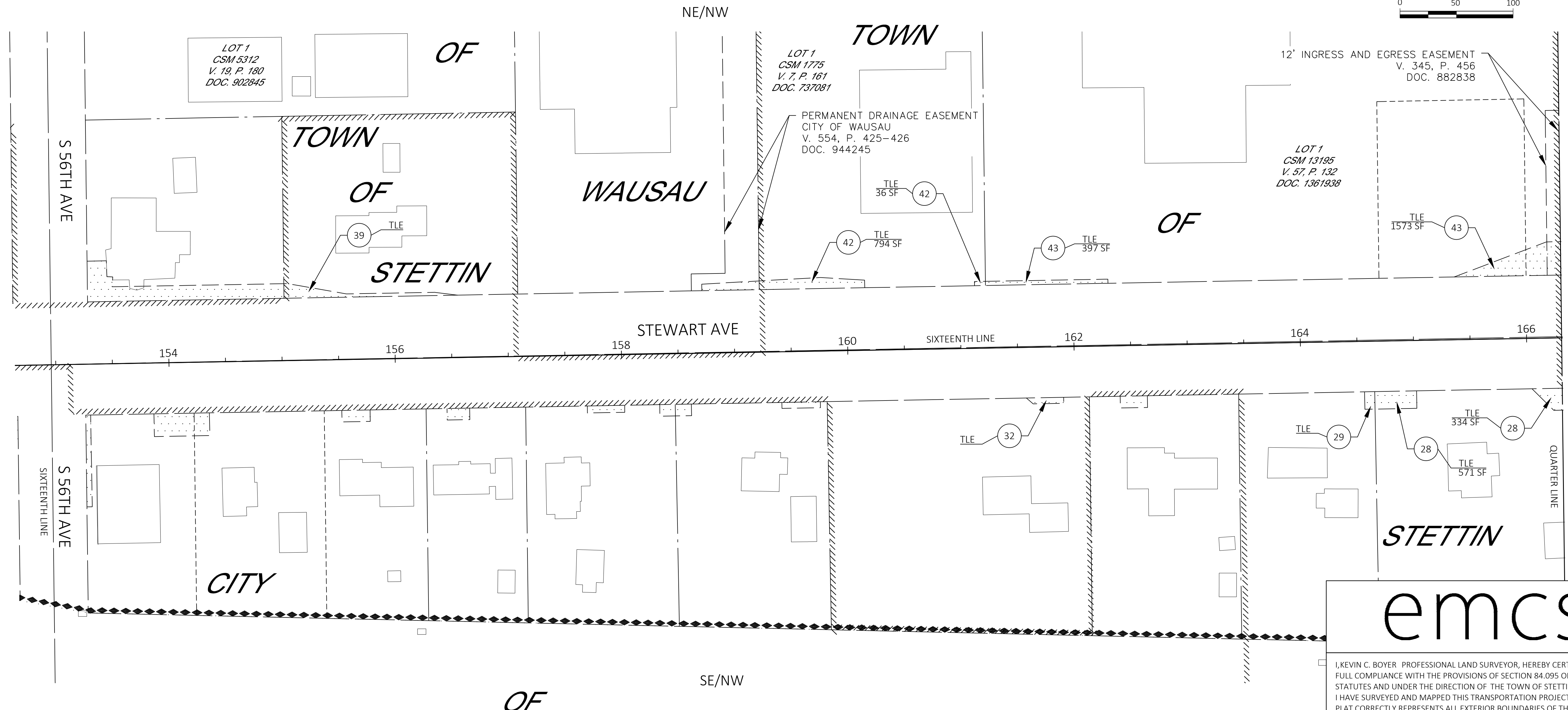
RESERVED FOR REGISTER OF DEEDS  
 PROJECT NUMBER 6999-09-02-4.07  
 AMENDMENT NO. \_\_\_\_\_

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	OWNER(S)	INTEREST REQUIRED
201	FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)	RELEASE OF RIGHTS

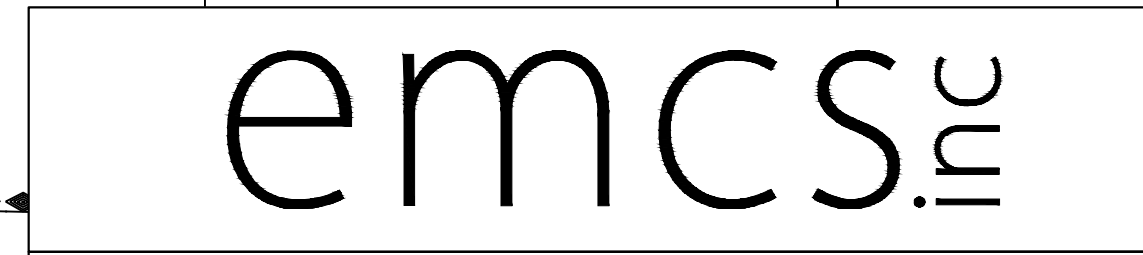


201 FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)  
 VOL. 59 PG. 237 DOC. 600565 - PAR. 39  
 VOL. 59 PG. 496 DOC. 600757 - PAR. 39, 42 & 43



ALL TLES ARE FOR SLOPE GRADING PURPOSES

SEE SHEET 4.06 FOR INTERESTS REQUIRED IN THE CITY OF WAUSAU.



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 TOWN OF STETTIN I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PRINT NAME: KEVIN C. BOYER  
 REGISTRATION NUMBER: S-2675

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE TOWN OF STETTIN

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_



**TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.08**

THAT PART OF LOT 1 OF CSM 1998 AND PART OF LOT 1 OF CSM 10488 LOCATED IN PART OF THE NW1/4 OF THE NE1/4, THAT PART OF PARCEL 1 OF CSM 8889 LOCATED IN PART OF THE SW1/4 OF THE NE1/4, ALL IN SECTION 32, 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.

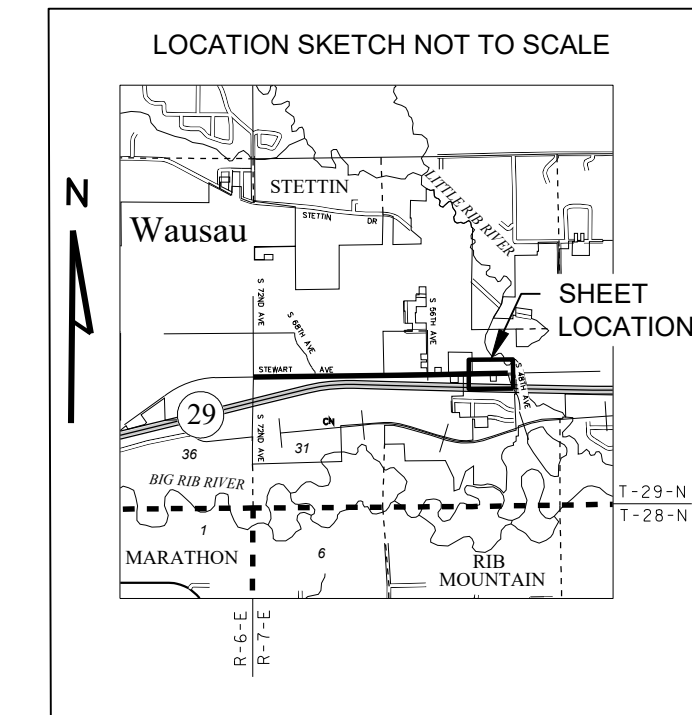
TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF WAUSAU

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.  
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**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.

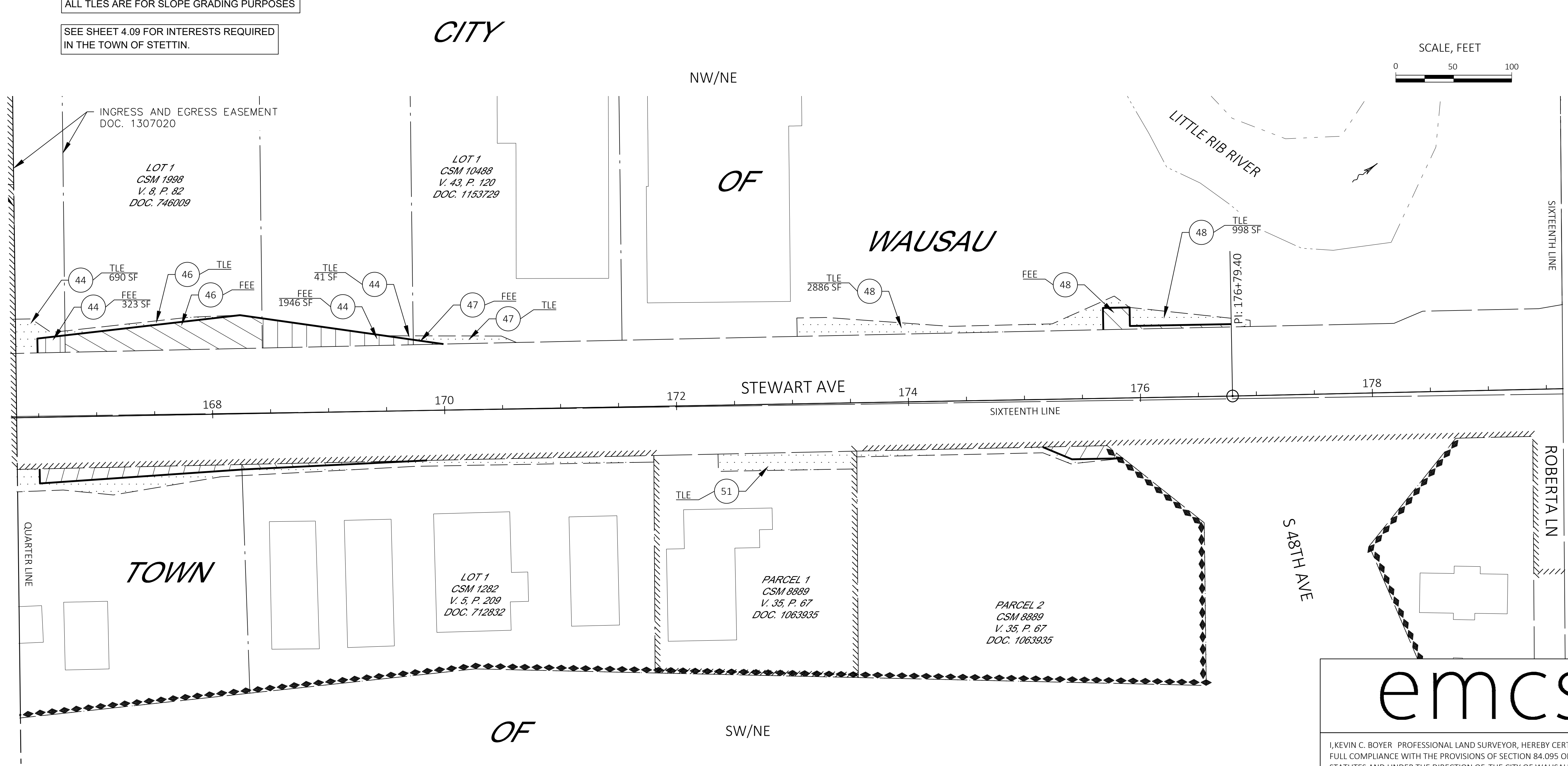
PARCEL NUMBER	OWNERS	INTERESTS REQUIRED	R/W SF REQUIRED			TLE SF
			NEW	EXISTING	TOTAL	
44	5108 STEWART AVE, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, CHARLES A DHIDORZI, AN 16/20 INTEREST, CHRISTOPHER J. GHIDORZI IRREVOCABLE TRUST DATED JUNE 26, 2002 AN 1/20 INTEREST, CHRISTOPHER JOHN GHIDORZI IRREVOCABLE TRUST DATED JUNE 26, 2002 AN 1/20 INTEREST, BRIAN C. GHIDORZI IRREVOCABLE TRUST DATED JUNE 26, 2002 AN 1/20 INTEREST, BRIAN CHARLES GHIDORZI IRREVOCABLE TRUST DATED JUNE 26, 2002 AN 1/20 INTEREST	FEE/TLE	2269	---	2269	731
46	5108 STEWART AVENUE, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	FEE/TLE	3793	---	3793	450
47	STEWART WOODS 5000, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	FEE/TLE	56	---	56	497
48	MAC VENTURES, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	FEE/TLE	688	---	688	3884
51	4901 STEWART AVE, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	TLE	---	---	---	1804



RESERVED FOR REGISTER OF DEEDS  
 PROJECT NUMBER 6999-09-02-4.08  
 AMENDMENT NO. \_\_\_\_\_

ALL TLES ARE FOR SLOPE GRADING PURPOSES

SEE SHEET 4.09 FOR INTERESTS REQUIRED IN THE TOWN OF STETTIN.



UTILITY INTERESTS REQUIRED

UTILITY NUMBER	OWNER(S)	INTEREST REQUIRED
201	FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)	RELEASE OF RIGHTS
207	WAUSAU WATER WORKS (SANITARY)	RELEASE OF RIGHTS
208	WAUSAU WATER WORKS (WATER)	RELEASE OF RIGHTS

- (201) FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)  
 VOL. 59 PG. 239 DOC. 600567 - PAR. 44 & 48  
 VOL. 60 PG. 235 DOC. 601023 - PAR. 46 & 47
- (207) WAUSAU WATER WORKS (SANITARY)  
 VOL. 428 PG. 212 DOC. 851158 - PAR 47
- (208) WAUSAU WATER WORKS (WATER)  
 VOL. 36 PG. 484 DOC. 590129 - PAR 48

**emcs inc**

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: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PRINT NAME: KEVIN C. BOYER  
 REGISTRATION NUMBER: S-2675

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_

TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.09

THAT PART OF LOT 1 OF CSM 1282 AND PART OF PARCEL 2 OF CSM 8889 LOCATED IN PART OF THE SW1/4 OF THE NE1/4 OF SECTION 32, TOWNSHIP 29 NORTH, RANGE 7 EAST, TOWN OF STETTIN, MARATHON COUNTY, WISCONSIN.

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

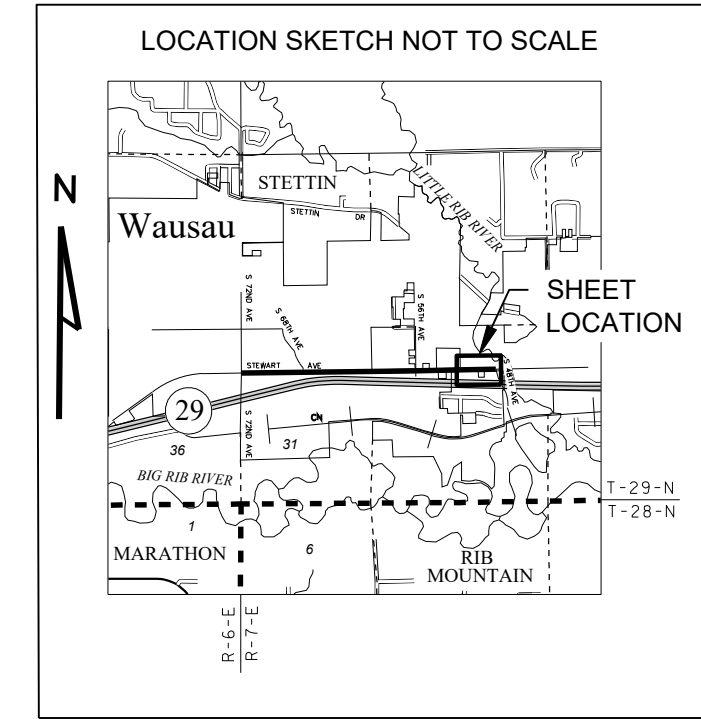
TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE TOWN OF STETTIN DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 82.14(1), WISCONSIN STATUTES, THE TOWN OF STETTIN 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.  
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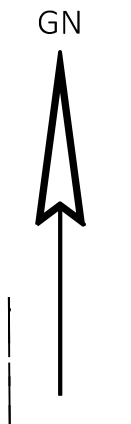
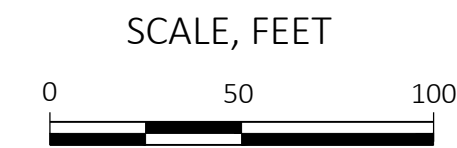
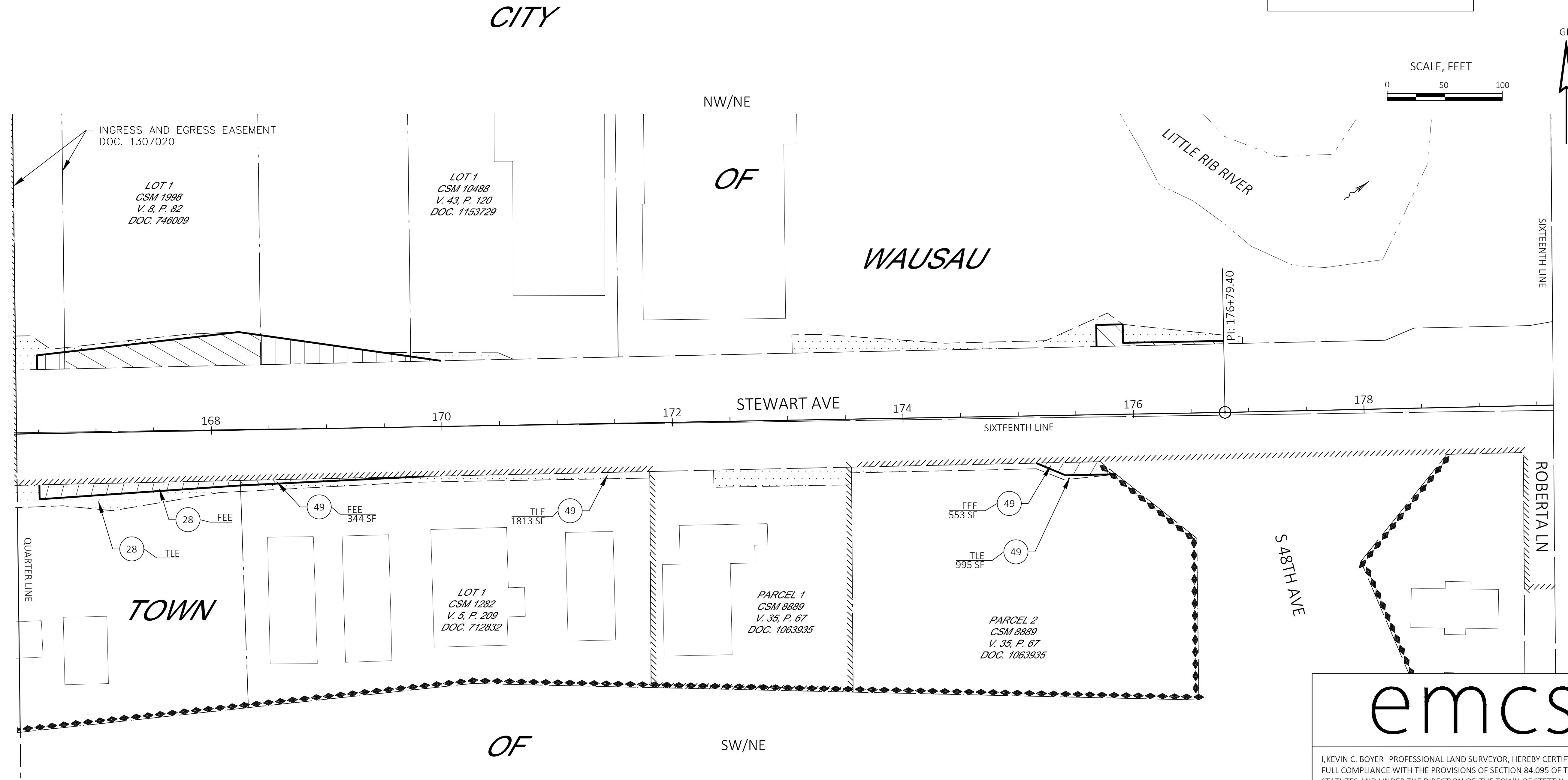
SCHEDULE OF LANDS & INTERESTS REQUIRED

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

PARCEL NUMBER	OWNERS	INTERESTS REQUIRED	R/W SF REQUIRED			TLE SF
			NEW	EXISTING	TOTAL	
28	MARLENE D. SAVATKE	FEE/TLE	1474	---	1474	1949
49	4905 STEWART AVE, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	FEE/TLE	897	---	897	2808



RESERVED FOR REGISTER OF DEEDS  
 PROJECT NUMBER 6999-09-02-4.09  
 AMENDMENT NO: \_\_\_\_\_



4

4

ALL TLES ARE FOR SLOPE GRADING PURPOSES

SEE SHEET 4.08 FOR INTERESTS REQUIRED IN THE CITY OF WAUSAU.

**emcs inc**

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 TOWN OF STETTIN I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PRINT NAME: KEVIN C. BOYER  
 REGISTRATION NUMBER: S-2675

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE TOWN OF STETTIN

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_

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

<b>RESOLUTION OF THE FINANCE COMMITTEE</b>	
Approving 2023 Budget Modifications – City Hall Security Improvements	
Committee Action:	Approved
Fiscal Impact:	\$68,000
<b>File Number:</b>	22-1109
<b>Date Introduced:</b>	October 24, 2023

<b>FISCAL IMPACT SUMMARY</b>			
<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 checked="" type="checkbox"/>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
		<i>Budget Source: General Fund Surplus</i>	
		<i>Amount: \$68,000</i>	
		<i>Amount:</i>	
<b>SOURCE</b>	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
	<i>Grant Financed:</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
	<i>TID Source: Increment Revenue</i>		<input type="checkbox"/>
		<i>Funds on Hand</i>	<input type="checkbox"/>
		<i>Interfund Loan</i>	<input type="checkbox"/>

**RESOLUTION**

**WHEREAS**, on April 11, 2023, the Council approved the use of \$183,380 in General Fund surplus for the purpose of municipal court and lobby security improvements; and

**WHEREAS**, the project will improve long standing safety concerns of staff and protect the facilities; and

**WHEREAS**, staff completed plans and opened bids on 10/17/2023 to execute the plan; and

**WHEREAS**, the low bid was J.H. Findorff and Son, Inc in the amount of \$231,470 including alternates; and

**WHEREAS**, staff is requesting additional funding from General Fund surplus in the amount of \$68,000 to complete the plan with

**WHEREAS**, your Finance Committee has reviewed and recommends funding as proposed.

*Ledger Account/Summary	*Fund	*Cost Center	Revenue Category	Spend Category	Project	Debit Amount
50920: Transfers to Other Funds	101 General Fund	Financing		59240 Transfer To Capital Projects Fund		\$68,000.00
49200: Transfer from Other Funds	400 Capital Projects Fund	Financing	49210 Transfer from the General Fund		2023 City Hall Security Improvements	\$(68,000.00)
60000: Capital Outlay	400 Capital Projects Fund	Facilities Capital		58220 General Municipal Buildings	2023 City Hall Security Improvements	\$68,000.00

**NOWTHERE BE IT RESOLVED**, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2023 Budget as outlined above.

**BE IT FURTHER RESOLVED**, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute construction contracts and begin improvements.

Approved:

---

Katie Rosenberg, Mayor



Dept. of Public Works & Utilities

Eric Lindman, P.E.  
Director of Public Works & Utilities

**TO:** Finance Committee/City Council  
**FROM:** Eric Lindman, P.E.  
Director of Public Works & Utilities  
**DATE:** October 24, 2023  
**SUBJECT:** 2023 City Hall Lobby Security Budget Modification – \$68,000

Three bids were received for the City Hall Security project. The bid tab is attached for review. There was a base bid and also two alternates, city staff recommends including both alternates in the budget modification.

					<b>J. H. Findorff and Son Inc.</b>	
<b>Line Item</b>	<b>Item Code</b>	<b>Item Description</b>	<b>UofM</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extension</b>
1	1	Complete work as described in the construction documents	LS	1	\$225,708.00	\$225,708.00
<b>Base Bid Total:</b>						<b>\$225,708.00</b>
2	2	Ballistic Panel	LS	1	\$4,664.00	\$4,664.00
3	3	Queuing System	LS	1	\$1,098.00	\$1,098.00
<b>Alternate Bid Total:</b>						<b>\$5,762.00</b>

**Samuels Design/Plans/Bid: \$15,000.00**  
**Total Project: \$246,470.00**  
**Approved Budget: \$180,000.00**

**Total Budget Mod: \$66,470.00**

Requesting a budget modification in the amount of \$68,000, this would include a contingency of \$1,530 to cover any unforeseen conditions. Total request of \$68,000 to complete all of the work bid for this project.

2023 City Hall Lobby Renovation (#8705034)

Owner: Wausau WI, City of

Solicitor: Wausau WI, City of

10/17/2023 10:30 AM CDT

					J. H. Findorff and Son Inc.		Miron Construction Co., Inc.		S.D. Ellenbecker Inc.	
Line Item	Item Code	Item Description	UofM	Qty	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
<b>Base Bid</b>										
1	1	Complete work as described in the construction documents	LS	1	\$225,708.00	\$225,708.00	\$230,900.00	\$230,900.00	\$308,413.00	\$308,413.00
<b>Base Bid Total:</b>						\$225,708.00		\$230,900.00		\$308,413.00
<b>Alternative Bids</b>										
2	2	Ballistic Panel	LS	1	\$4,664.00	\$4,664.00	\$7,923.00	\$7,923.00	\$15,000.00	\$15,000.00
3	3	Queuing System	LS	1	\$1,098.00	\$1,098.00	\$1,020.00	\$1,020.00	\$4,000.00	\$4,000.00
<b>Alternative Bids Total:</b>						\$5,762.00		\$8,943.00		\$19,000.00

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

**RESOLUTION OF THE FINANCE COMMITTEE**

Approving the 2024 Operating Plan for Business Improvement District (BID) No. 1

Committee Action: *Pending*

Fiscal Impact: \$0      The Bid plan allows businesses within the district to establish assessments to fund activities that develop, manage, and promote the district

**File Number:**      04-1006

**Date Introduced:**      October 24, 2023

**WHEREAS**, the Business Improvement District Board met in August 2023 and approved the 2024 operating plan which provides for special assessments of \$74,160 to fund Main Street activities; and

**WHEREAS**, state statutes require approval by the local legislative body; now therefore

**BE IT RESOLVED**, by the Common Council of the City of Wausau that the 2024 operating plan for Business Improvement District No 1 is hereby adopted; and

**BE IT FURTHER RESOLVED**, that the proper City officials are hereby authorized and directed to meet the city's obligation under the plan including, but not limited do the levy of special assessments.

Approved:

---

Katie Rosenberg, Mayor

**OPERATING PLAN  
FOR  
CALENDAR YEAR 2024  
BUSINESS IMPROVEMENT DISTRICT NO. 1  
OF THE CITY OF  
WAUSAU, WISCONSIN**



**OPERATING PLAN FOR THE CALENDAR YEAR 2024  
BUSINESS IMPROVEMENT DISTRICT NO. 1  
OF THE CITY OF WAUSAU, WISCONSIN**

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**OPERATING PLAN FOR CALENDAR YEAR 2024  
BUSINESS IMPROVEMENT DISTRICT NO. 1  
OF THE CITY OF WAUSAU, WISCONSIN**

**I. INTRODUCTION**

Under Wisconsin Statute section 66.1109, (the “BID Law”) cities are authorized to create Business Improvement Districts (“BIDs”) upon the petition of at least one owner of property used for commercial purposes within the District. The purpose of the BID Law is “. . .to allow businesses within those districts to develop, to manage and promote the districts and to establish an assessment method to fund these activities.” 1983 Wis. Act 184, Section 1, legislative declaration.

BID assessments are similar to traditional special assessments wherein property owners are assessed for improvements or services that benefit them. Unlike the traditional special assessments, however, BID assessments can be used to finance a wider range of activities, services and improvements such as The River District activities, special events, business retention, expansion and recruitment, promotions and marketing, and seasonal street decorations.

Pursuant to BID Law, an operating plan (“Operating Plan”) must be presented to all property owners of the proposed City of Wausau, Wisconsin Business Improvement District No. 1 (the “District”). The Operating Plan must show the services to be offered by the District, expenditures by the District, the special assessment method applicable to properties within the District for the second year of the BID, and other requirements of the BID Law.

**II. DISTRICT BOUNDARIES**

The Business Improvement District area shown in the map located in Appendix A, which is attached hereto and incorporated herein by this reference. This entire area represents the heart of Wausau’s central business district. The area also encompasses the area designated as the River District Wausau.

**III. OPERATING PLAN**

**A. Plan Objectives**

The objective of the Wausau River District, Inc. is to further promote the development, redevelopment, operation and promotion of the River District for the physical and economic benefit of all business and property owners within the BID as well as the entire Wausau community through the partial financing of the operating budget of Wausau River District, Inc. This is to occur in conjunction with the continued funding of these efforts by the City of Wausau.

Wausau River District, Inc. was accepted into the Wisconsin Main Street Program in 2002. Each year the program is provided three architectural drawings, available to any business or commercial property owner in the River District, by the Wisconsin Main Street Program. The Program also provides a maximum of two on-site business assistance visits and a one-day technical assistance visit, available to any business or commercial property owner in the River District. In addition, Wausau River District, Inc. holds regular committee meetings and listening sessions.

In conjunction with Wausau Events, Inc., the Main Street Program assists the organization of many beneficial and enjoyable events, such as Concerts on the Square, Winter Fest, Harvest Fest and the Holiday Parade. These events have attracted locals and visitors alike to the River District.

Wausau River District, Inc. continues to adopt and undertake work plans to develop and promote the River District as an exciting place to live, learn, work and play, through collaborative efforts that involve area businesses, public and private institutions and property owners.

## B. Proposed Activities

With the funding from the BID, the Main Street Program is planning for 2024 the following programs, either directly, or through cooperative efforts with Wausau Events, Inc. and the City of Wausau:

### I. Business Development

- a. Administer Sign Grant Program.
- b. Administer the direction sign program.
- c. Advocate for parking system that is visitor-focused by working with the City and River District stakeholders.
- d. Advocate for a change in focus on parking as an economic incentive.
- e. Provide support for organizations that are actively recruiting businesses to the River District.
- f. Develop and distribute the annual Business Resource Guide.
- g. Maintain website, database and inventory of properties, businesses, and District stakeholders.
- h. Maintain River District vacant property listings on website.
- i. Develop and coordinate The Wausau Night Market
- j. Develop and coordinate Small Business Saturday and additional holiday programming.
- k. Develop and implement a new summer retail event.
- l. Coordinate seasonal promotions and advertising campaigns through the development and placement of print, online, television and/or radio advertisements.
- m. Support special events that occur within the district
- n. Participate in the Small Business Expo
- o. Partner with Festival of the Arts to bring foot traffic into storefronts
- p. Enter in at least 3 categories annually for State Main Street Awards.
- q. Advocate for more pedestrian-friendly streets.
- r. Advocate for a business ecosystem that promotes diversity and minority owned businesses.
- s. Coordinate general promotional efforts for River District businesses and events, including purchasing ads with various hotels, amenities, and digital platforms.
- t. Publish weekly promotional emails (Hot Happenings in the River District).
- u. Promote the Main Street program via the website, press releases, presentations with community groups, informational brochures, e-newsletters, etc.
- v. Develop partnerships with and among Wausau River District stakeholders.

- w. Develop and distribute the State of the Wausau River District Report/Market Profile to stakeholders.
- x. Update, reprint and redistribute River District Market Profile annually.
- y. Communicate regularly with Wausau River District stakeholders in person (when safely allowed) and via e-mail, phone, in-person, and other correspondence.

## II. Placemaking

- a. Enable creative patterns of use of public spaces in the River District.
- b. Develop and coordinate the downtown history minute video series.
- c. Develop and implement a holiday window display contest.
- d. Fundraise, educate and facilitate the restoration of Memorial Bridge end caps.
- e. Coordinate holiday light hanging.
- f. Facilitate and coordinate Wausau Pride, and assist group with non-profit transition.
- g. Continued selling of Wausau/Wausau River District merchandise.
- h. Maintenance and upkeep of Walk You Bike seals
- i. Work with the City of Wausau, and community partners on the umbrella project
- j. Coordinate spring cleanup event.
- k. Coordinate content for the 400 Block sign.
- l. Develop and implement wayfinding signage for the River West neighborhood.

## III. Residential Development

- a. Develop an inventory of River District residential offerings.
- b. Promote residential listings that are available.
- c. Advocate for residential development and increased density with ½ mile radius of our district.
- d. Engage in community outreach to learn from current property owners and investor and educate them about our work.
- e. Promote redevelopment resources to area landlords, highlight and showcase example of beneficial redevelopment.
- f. Gather and distribute data on economic impact of housing redevelopment.
- g. Ensure quality design standards in future redevelopment.

## IV. Organizational Administration

- a. Maintain National Main Street Accreditation.
- b. Monitor Room Tax and BID legislation.
- c. Identify and recruit Friend of the River District partners.
- d. Continue to diversify funding sources.
- e. Research and apply for various revenue streams through which to support organizational operations additionally.
- f. Recruit, train, and orient new board and committee members.
- g. Coordinate quarterly neighborhood meetings with Wausau Police Department.
- h. Engage in meetings with community groups.
- i. Develop and Coordinate our Youth Board member program.
- j. Distribute News You Need to River District stakeholders.

Based on resources, time and BID Board discretion, some of these programs may not be fully implemented. The BID Board acknowledges that the Main Street Program may conduct other activities similar to those above, to carry out the objectives identified above. The BID Board further acknowledges that the Main Street Program may not achieve full completion of all of the activities outlined above. In addition, the BID shall have all powers granted under the BID Law, including to collect the assessments provided herein, and to carry out the purposes of this Operating Plan.

C. Expenditures and Financing Method

The operating budget for the District is \$74,160.00 which will be collected through the BID assessment. The BID expenditure represents the partial funding of the 2024 Main Street Program, Wausau River District, Inc. This funding will be made upon written request from Wausau River District, Inc. to the extent of funds collected by the City of Wausau pursuant to the assessment levied hereby. The projected revenue and expenditures for year 2024 of Wausau River District are identified on Appendix B, which is attached hereto and incorporated herein. The actual budget will be adjusted if the actual revenue received is less than projected. The adjustments could include revising or eliminating individual budget line items as determined by the BID Board of Directors. Expenditures are intended to be made in a fair and equitable basis throughout and for the benefit of the entire District. In the event that a surplus exists at the end of any fiscal year, the monies may be carried over for expenditures in subsequent years.

The Operating Budget for any BID year will be subject to the approval of the City of Wausau, as set forth in Wisconsin Statutes section 66.1109. While this budget does not, the BID Board acknowledges that if any year's annual operating budget exceeds the prior year's annual operating budget by 4% or more, such budget must be approved by a 2/3 majority of the entire District Board. No capital improvements are currently planned by the District. For the purpose of this Operating Plan, "capital improvement" means any physical item that is permanently affixed to real estate including, without limitation, street lighting and sidewalk improvements. The term "capital improvement" shall not include, among other things, any maintenance equipment or supply, any communications equipment, any vehicles, any seasonal improvement or any holiday lighting or decoration. After the District Board has approved the annual operating plan and budget, they will be sent to the City for approval, adoption and inclusion in the City's annual budget for the following year.

The District may not borrow funds.

The District will continue to support Wausau River District's efforts to solicit gifts, grants and other voluntary contributions from parties outside the Main Street Program boundaries.

D. Organization of the District Board

The Mayor shall appoint members, who will culturally represent Wausau’s diverse communities, to the District Board (the “Board”), and the Wausau City Council will act on the confirmation of such appointments. The Board shall be responsible for implementation of this Operating Plan. This requires the Board to negotiate with providers of services and materials to carry out the Operating Plan; to enter into various contracts; to monitor the effectiveness of the District’s activities, to aid compliance with the provisions of applicable statutes and regulations; and to make reimbursements for any overpayments of District assessments.

Wisconsin Statutes section 66.1109(3)(a) requires that the Board be composed of at least five members and that a majority of the Board members shall either own or occupy real property in the District. If the actual property or business owner is an entity, that entity shall designate a representative to act on its behalf.

The Board shall be structured and operate as follows:

1. Board Size – 11 members.

2. Composition –

**Business Owners** – four members, representing owners of commercial business in the area;

**Property Owners** – five members, representing owners of commercial property in the area;

**Government** – one member, representing the City of Wausau; and

**Wausau River District, Inc.** – one member, representing Wausau River District, Inc., Inc.

In addition, the following representatives shall be appointed by the Mayor who shall not be formal members of the Board and therefore cannot vote, but who will represent the following constituency, and advise the Board, and shall be notified of all Board meetings, shall be able to attend such Board meetings and give input to the Board:

**Board of Wausau River District, Inc.** – all members (without votes) of the Board of Directors of Main Street Wausau, Inc.

3. Term – Appointments to the Board shall be two classes (of five and six members per class respectively) for staggered periods of two years.

4. Compensation – None.

5. Open Meetings Law – All meetings of the Board shall be governed by the Wisconsin Open Meetings Law if and as legally required.

6. Record Keeping – Files and records of the Board’s affairs shall be kept pursuant to the Wisconsin Public Records Law.
7. Staffing and Office – To be determined as necessary.
8. Meetings – The Board shall meet regularly, at least once every three months. An annual meeting will be planned for all property/business owners.
9. Executive Committee – The Wausau River District, board of directors shall elect from its members a chair, a vice-chair, a secretary, and a treasurer who shall comprise an Executive Committee of the Board. The Executive Committee of the Board shall be authorized to oversee the day-to-day operations of the District, including the execution of minor contracts, and the signing of checks, subject to the controls adopted by the Board.
10. Committees – To be determined as necessary.
11. Non-Voting Advisors – The Board will have non-voting advisors, as identified above.
12. Powers – The Board shall have all powers necessary and convenient to implement the Operating Plan, including the power to contract.
13. Annual Report – The Board shall prepare and make available to the public annual reports, including an independent certified audit conducted by the City of Wausau, as required by the BID Law.

#### **IV. METHOD OF ASSESSMENT**

##### **A. Annual Assessment Rate and Method**

The annual assessment for District operating expenses will be in direct proportion to the equalized assessed value of that property within the District.

The total assessment for each assessed parcel is formulated as follows:

1. Divide the proposed annual District budget by the total assessed valuation (as reflected on the City’s tax rolls) of all property within the District that is subject to assessment as provided by law.  
  
(Note - this quotient shall expressed to the nearest 1/10,000 and be referred to so the “BID Mil Rate”)
2. Multiplying the BID Mil Rate by the assessed valuation of each Assessable Property (as defined herein), the product of which shall be the District’s initial assessment of that Assessable Property, but shall be subject to the adjustments set forth in Section IV.A.3 below.

3. Notwithstanding the foregoing, the total of the District's assessment for each Assessable Property shall not exceed \$3,009.00 nor be less than \$309.00, which is computed using the following steps:
  - a. first, all Assessable Properties whose initial assessment is less than \$309.00 shall have their assessment adjusted to \$309.00;
  - b. second, any excess assessment created by the adjustment made in subsection a. shall be applied to reduce the initial assessment of all other Assessable Properties within the District;
  - c. third, all Assessable Properties whose initial assessment is greater than \$3,090.00 shall have their initial assessment adjusted to \$3,090.00;
  - d. fourth, any deficit of assessment created by the adjustments made in subsection c. shall be allocated among all other Assessable Properties on a proportionate basis, this basis being equivalent to what the total assessed value of Assessable Property bears to the total assessed value of all Assessable Properties in the District.
4. Use of each Assessable Property as of January 1 in the year of assessment, as reflected in the records of the Assessor for the City of Wausau, shall control for purpose of the District's assessment.

For purposes of this Operating Plan, an "Assessable Property" shall be defined as a parcel of land subject to assessment hereunder and under the BID Law, with a separate Tax Key Number, as identified in the City of Wausau's Assessor's Office.

The BID assessment is hereby levied by the City of Wausau, which shall be a lien against each of the tax parcels of real property contained in the District, unless exempted as identified herein, under the power of Wisconsin Statutes Chapter 66. Such special assessments are hereby levied by the City of Wausau by adoption of this BID Plan. The city comptroller is authorized to include the BID assessment on bills for properties subject to the assessment within the designated Improvement District for calendar year 2024.

The City of Wausau shall collect such BID assessments and shall provide to the BID Board an accounting of the amounts received and the tax key numbers for which they are collected. All assessments shall be placed in a segregated account in the City's treasury. The City shall disburse the funds when the BID Board requisitions payments for its expenses that are authorized by the BID Operating Plan. All interest earned by virtue of temporary investment of funds in the BID account shall remain in the account for activities delineated in the BID Operating Plan.

All assessments hereby levied shall be due and payable on or before the due date of the first installment of real estate taxes on the properties assessed hereby. No assessments levied hereby may be paid in installments.

#### B. Excluded and Exempt Property

The BID statute requires explicit consideration of certain classes of property. In compliance with the law, the following statements are provided.



1. Wisconsin Statutes section 66.1109(1)(f) 1m: The District will not contain property used exclusively for manufacturing purposes.
2. Wisconsin Statutes section 66.1109(5)(a): Property used exclusively for residential purposes will not be assessed.

Property exempt from general real estate taxes, for the calendar year in which the BID Operating Plan is adopted, are hereby excluded from the District by definition, even though the boundaries of the District would otherwise include them. Owners of tax exempt property adjoining the District and expected to benefit from District activities will be asked to make a financial contribution to the District on a voluntary basis. In addition, those tax exempt properties adjoining the District which are later determined no longer to be exempt from general property taxes, and tax exempt properties whose owners consent in writing to be assessed, shall automatically become included within the District and subject to assessment under any current operating plan without necessity to undertake any other act.

## **V. PROMOTION OF ORDERLY DEVELOPMENT OF THE CITY**

Under Wisconsin Statutes section 66.1109(1)(f) 4, this Operating Plan is required to specify how the creation of the District promotes the orderly development of the City. The District will increase the vitality of the Main Street Program Area and central business district and, consequently, encourage commerce in the City. Increased business activity in the City will increase sales tax revenues and property tax base.

### City Role in District Operation

The City has committed to assisting owners and occupants in the District to promote its objectives. To this end, the City has played a significant role in creation of the District and in the implementation of the Operating Plan. In furtherance of its commitment, the City shall:

1. Maintain services to Wausau River District at their current levels;
2. Maintain the City's current financial commitment to Wausau River District, Inc. for \$26,591.00 per year in funding;
3. Handle the billing and collection of the BID assessment as provided herein;
4. Have the City Attorney make a legal opinion that the BID Operating Plan complies with the requirements of the BID Law; and
5. Annually perform an independent certified audit of the implementation and operating plan pursuant to section 66.1109(3)(c) of the BID Law.

## VII. FUTURE YEAR OPERATING PLANS

### A. Changes

This Operating Plan is designed to authorize and control the BID for only its 2024 activities.

Wisconsin Statutes Section 66.1109(3)(b) requires the Board and the City to annually review, approve, and make changes as appropriate in the Operating Plan. Therefore, while this document outlines in general terms proposed activities, information on specific properties, budget amounts and expenditures are based solely upon current conditions. Subsequent years' activities, budget, and assessments will be provided in the required annual plan updates, and approval by the Common Council of such plan updates shall be conclusive evidence of compliance with this Operating Plan and the BID Law.

### B. Amendment, Severability and Expansion

The District has been created under authority of Wisconsin Statutes section 66.1109. Should any court find any portion of this Operating Plan, or the BID Law invalid or unconstitutional its decision will not invalidate or terminate the District and this Operating Plan shall be amended to conform to the law without need of re-establishment.

### C. Automatic Termination Unless Affirmatively Extended

The District Board shall not incur obligations extending beyond 2024.

## VI. GENERAL

All exhibits referenced herein are incorporated herein by reference.



APPENDIX B

	WAUSAU RIVER DISTRICT, INC.					
	General Fund	Placemaking	Residential	Business	Admin	TOTAL
<b>REVENUES</b>						
Grants	\$ 26,591					26,591
BID Funds	\$ 74,160					74,160
Other (Sponsorships, advertising)	\$ 129,855					129,855
<b>Total Revenues</b>	<b>\$ 230,606</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>230,606</b>
<b>EXPENDITURES</b>						
<b>Administration:</b>					125,596	125,596
<b>Projects:</b>		60,200	2,100	42,710		105,010
<b>TOTAL EXPENDITURES</b>		<b>60,200</b>	<b>2,100</b>	<b>42,710</b>	<b>125,596</b>	<b>230,606</b>
Excess (Deficiency) of Revenues over Expenses						

**JOINT RESOLUTION OF THE HUMAN RESOURCES COMMITTEE  
AND FINANCE COMMITTEE**

Approving a 3% pay increase for elected officials including the Alderpersons and the Mayor of the City of Wausau

Committee Action: HR: Failed 0-4

Fin: *Pending*

Fiscal Impact:

**File Number:** 03-1112

**Date Introduced:** October 24, 2023

**FISCAL IMPACT SUMMARY**

<b>COSTS</b>	<i>Budget Neutral</i>	Yes <input 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> <span style="float: right;"><i>Annual Retirement</i></span>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>			

**RESOLUTION**

**WHEREAS**, the City periodically examines the pay for its elected officials, and;

**WHEREAS**, the salaries for elected officials from multiple Wisconsin municipalities were compared to the salaries of the city's elected officials, and;

**WHEREAS**, your Human Resources Committee reviewed and voted 0-4 against pay increase and;

**NOW THEREFORE BE IT RESOLVED** by the Common Council of the City of Wausau that a 3% pay increase for elected officials become effective 12/24/2023, beginning of first pay period for 2024.

Approved:

\_\_\_\_\_  
Katie Rosenberg, Mayor



## OFFICIAL NOTICE AND AGENDA

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

Meeting of the:	<b>COMMON COUNCIL OF THE CITY OF WAUSAU</b>
Date/Time:	<b>Tuesday, October 24, 2023 at 6:30 p.m.</b>
Location:	<b>City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers</b>
Members:	Carol Lukens, Michael Martens, Tom Kilian, Doug Diny, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Chad Henke

### Call to Order

Pledge of Allegiance / Roll Call / Proclamations

### Presentation: Awards from FireOPS 101 for Mayor Rosenberg and Alderman Diny

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

File #	CMT	Consent Agenda	ACT
23-1001	COUN	Minutes of a previous meeting. (10/10/23)	Placed on file
12-1106	CISM	Resolution Authorizing Downtown Snow/Ice Removal 2023-2024	Approved 5-0
23-1008	CISM	Resolution Accepting Temporary and Permanent Easement with Wausau Area Chamber of Commerce for the installation of a lift station at 209 West Washington Street	Approved 4-0
23-1009	CISM	Resolution Accepting Temporary Easement with Wisconsin Public Service Corp for the extension of sanitary sewer main at 201 West Washington Street	Approved 4-0
23-1010	CISM	Resolution Accepting Permanent Easement with Wisconsin Public Service Corp for the extension of sanitary sewer main at 215 West Washington Street	Approved 4-0
23-1011	CISM	Resolution Approving Northcentral Wisconsin Stormwater Coalition Cooperative Agreement	Approved 5-0
23-0912	FIN	Resolution Accepting dedication of a portion of 7119 Stewart Avenue for public right-of-way	Approved 5-0
23-0912A	FIN	Resolution Approving Nominal Payment Parcel for a Temporary Limited Easement at 5411 Stewart Avenue, Parcel 36, Transportation Project Plat 6999-09-02	Approved 5-0
23-0912B	FIN	Resolution Approving Nominal Payment Parcel for a Temporary Limited Easement at 5602 Stewart Avenue, Parcel 27, Transportation Project Plat 6999-09-02	Approved 5-0
23-0912C	FIN	Resolution Approving Nominal Payment Parcel for a Temporary Limited Easement at 5606 Stewart Avenue, Parcel 26, Transportation Project Plat 6999-09-02	Approved 5-0
23-0912D	FIN	Resolution Approving Nominal Payment Parcel for a Temporary Limited Easement at 7015 Stewart Avenue, Parcel 11, Transportation Project Plat 6999-09-02	Approved 5-0
23-0912E	FIN	Resolution Approving Nominal Payment Parcel for a Temporary Limited Easement at 7111 Stewart Avenue, Parcel 13, Transportation Project Plat 6999-09-02	Approved 5-0
23-0912F	FIN	Resolution Approving Nominal Payment Parcel for a Temporary Limited Easement and New Highway Right-of-Way Fee at 7120 Stewart Avenue, Parcel 3, Transportation Project Plat 6999-09-02	Approved 5-0

File #	CMT	Resolutions and Ordinances	ACT
23-1003		Mayor's Appointments	Placed on file
23-1014	CISM	Resolution Approving the connecting highway recission and designation for rerouting STH 52 and Business Highway 51 and execution of Agreements	Approved 5-0
23-1013	WWWC	Resolution Declaring Official Intent to Reimburse Expenditures from the Clean Drinking Water Fund Program for Wastewater Treatment Plant Headworks – Influent Screens in Year 2024.	Approved 5-0
Suspend Rule 6(B) Filing and 12(A) Referral of Resolutions (2/3 vote required)			
23-1012	COUN	Resolution Approving contract with Flock Group, Inc. for automated license plate recognition cameras	Pending
23-0912G	FIN	Resolution Discussion and possible action on approving accepted offer for the following parcel in the Stewart Avenue, South 72nd Avenue to South 48th Avenue street project: Parcel 49 (4805 Stewart Avenue & 4905 Stewart Avenue) – New Highway Right-of-Way Fee/Temporary Limited Easement	Pending
22-1109	FIN	Resolution Approving 2023 Budget Modification - City Hall Security Improvements	Pending
04-1006	FIN	Resolution Approving the 2024 Operating Plan for Business Improvement District (BID) No. 1	Pending
03-1112	HR & FIN	Joint Resolution Approving a 3% pay increase for elected officials including the Alderpersons and the Mayor of the City of Wausau	HR - Failed 0-4 FIN - Pending

Public Comment & Suggestions

Adjournment

Signed by Mayor Katie Rosenberg

Members of the public who do not wish to appear in person may view the meeting live on the Internet, 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 [kaitlyn.bernarde@ci.wausau.wi.us](mailto:kaitlyn.bernarde@ci.wausau.wi.us) with "Common Council public comment" in the subject line prior to the meeting start.

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 10/20/23 @ 2:00 PM Questions regarding this agenda may be directed to the City Clerk.

*In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6622 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.*

DRAFT

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE  
MINUTES OF OPEN SESSION**

DATE/TIME: October 9, 2023, at 4:45 p.m.  
LOCATION: City Hall (407 Grant Street) – Council Chambers  
MEMBERS PRESENT: Becky McElhaney (C), Gary Gisselman, Tom Killian, Michael Martens  
MEMBERS ABSENT: Dawn Herbst  
Also Present: J. Henderson, Mayor Rosenberg, E. Lindman, M. Barnes, M. Groat

**Discussion and Possible Action Amending Salaries for Elected Officials.**

McElhaney said that she had a couple alders ask for her to place this on the agenda, and that by state statute, any elected official salary increases must be passed by December 1<sup>st</sup>.

Martens believes that this was last looked at in 2019, and that looking at the comparibles, Wausau seems to be in line with other municipalities and doesn't have any preference for this item. Martens said that he would be agreeable to a 3% increase if a recommendation for an increase is proposed.

Killian said he would prefer to keep the rate for elected officials the as they are and not increase them.

Gisselman said that he feels the same and will not support any increases for elected officials.

McElhaney said that she was presented information that elected officials have not received any increases in 15 years, but in looking at the information provided, Wausau seems to be in line with similar populated municipalities. McElhaney would like this item to go to Council for a vote even though she believes Wausau is in line and doesn't see any issues with the current pay rates.

Martens asked if this item would have to go through Finance before Council. McElhaney said she was not sure, but that the Council would need to pass it by a 2/3 vote.

Motion by Martens to increase the salary for alderpersons and the mayor by 3%. Second by McElhaney. All nays. Motion failed 0-4.