



OFFICIAL NOTICE AND AGENDA

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

Meeting of the:	COMMON COUNCIL OF THE CITY OF WAUSAU
Date/Time:	Tuesday, February 11, 2020 at 6:30 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Patrick Peckham, Michael Martens, David Nutting, Tom Neal, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Linda Lawrence, Dawn Herbst, Mary Thao, Dennis Smith

Call to Order

Pledge of Allegiance / Roll Call / Proclamations

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

Presentation: South Riverfront Master Plan and Towers Master Plan (Neighborhood Planners)

File #	CMT	Consent Agenda	ACT
20-0101	COUN	Minutes of previous meeting. (1/28/20)	Place on file
17-0714	AIR & FIN	Joint Resolution Authorizing the execution of Airport Ground Lease – Learn Build Fly Inc.	Approved 6-0 Approved 5-0
20-0204	AIR & FIN	Joint Resolution Authorizing the execution of Airport Ground Lease - Dave Harm	Approved 6-0 Approved 5-0
03-1006	AIR & FIN	Joint Resolution Authorizing the execution of Airport Ground Lease - Kocourek Holdings, LLC	Approved 6-0 Approved 5-0
19-0515	CISM	Resolution Approving Agreement for the Management and Maintenance of a Stormwater facility (North Central Health Care – 1100 Lake View Drive)	Approved 5-0
20-0108	PH&S	Resolution Approving or Denying Various Licenses as Indicated	Approved 3-0

File #	CMT	Resolutions and Ordinances	ACT
20-0203		Mayor's Appointments	
20-0114	CISM	Resolution Approving developers agreement with T Bird Enterprises, LLP and Back Forty Properties, LLC for storm water management facilities	Approved 5-0
		Suspend the Rules (2/3 vote required)	
20-0205	FIN	Resolution Providing for the Sale of Approximately \$5,120,000 Water System and Sewer System Revenue Bond Anticipation Notes, Series 2020A	Pending
		Public Comment & Suggestions	

Adjournment

Signed by Robert B. Mielke, Mayor

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 2/05/20 @ 10:00 AM. 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 (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 City's ADA Coordinator at (715) 261-6620 or email clerk@ci.wausau.wi.us at least 48 hours prior to the scheduled meeting or event to request an accommodation.

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, January 28, 2020 at 6:30 pm in the Council Chambers at City Hall.
Mayor Robert Mielke presiding.

Roll Call

1/28/2020 6:30:45 PM

Roll Call indicated 10 members present.

<u>District</u>	<u>Aldersperson</u>	<u>Present</u>
1	Peckham, Patrick	NV
2	Martens, Michael	YES
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Lawrence, Linda	YES
9	Herbst, Dawn	YES
10	Thao, Mary	YES
11	Smith, Dennis	YES

Proclamations:

Mayor Mielke proclaimed **February 2020** as **Black History Month** and encouraged all citizens to celebrate our diverse heritage and culture, and continue our efforts to create a world that is more just, peaceful, and prosperous for all.

Mayor Mielke proclaimed **January 26 – February 1, 2020** as **Wausau School Choice Week**, to raise awareness of the need for effective educational options and called this observance to the attention of all citizens.

Reports: 06-1215 Insurance Claims - October 2019 - December 2019

Presentations: Act of Valor (Mayor Mielke)

Mayor Mielke stated the Valor Award is given to those individuals who perform above and beyond the call of duty at great personal risk to save another's life. On October 3, 2019 these individuals responded to an incident involving an active shooter. With the shooter still at large, they entered the scene to render care to a patient who had been shot multiple times and was critically injured. The medical care rendered was exceptional and resulted in saving the patient's life despite the severity of his injuries.

For their courageous actions Austin Krammer, Matthew Brockman, Ashley Eggers, and Lt. Quinn Ambrosius were presented with the Wausau Fire Department's Medal of Honor. The presentation and comments were made by Chief Tracey Kujawa, Battalion Chief Kraig Kruzan and Deputy Chief Robert Barteck.

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

None

Consent Agenda

1/28/2020 6:45:22 PM

Motion by Gisselman, second by Nutting to adopt the items on the Consent Agenda as follows:

20-0101 Minutes of previous regular meeting. (1/14/20)

20-0114 Resolution of the Capital Improvements & Street Maintenance Committee Approving Easement for storm sewer at 1735 Merrill Avenue (T Bird Enterprises, LLP)

20-0111 Ordinance of the Capital Improvements & Street Maintenance Committee Amending Section 10.20.080(a) Designating no parking on the south side of the 300 block of Jefferson Street from a point approximately 94 feet east of its intersection with N. 3rd Street, on the south side of the 300 block of Sherman Street from a point approximately 65 feet west of its intersection with S. 3rd Avenue and on the east and west sides of N. 5th Street between E. Wausau Avenue and Scott Street

13-0309 Resolution of the Finance Committee Authorizing the amendment of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code Section 3.40.010(a) relating to open record copies

12-0219 Resolution of the Human Resources Committee Amending Employee Handbook Section 5.02 - Compensation Plan

12-0219 Resolution of the Human Resources Committee Amending Employee Handbook Section 8.05 - Perfect Attendance Leave

03-1111 Resolution of the Human Resources Committee Authorizing Compensation Plan Adjustment - Internal Alignment for Police Department Lieutenants

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

19-0409 1/28/2020 6:46:00 PM

Resolution of the Mayor's Welcoming & Inclusivity Committee approving a name change

Mayor Mielke indicated this item is withdrawn by request for more discussion and will be brought back to a future meeting.

20-0103 1/28/2020 6:46:23 PM

Motion by Gisselman, second by Neal to confirm the Mayor's Appointment to the Historic Preservation Commission.

**Martens indicated he would abstain from voting due to his relationship with the appointee.*

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	NV
2	Martens, Michael	ABS
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Lawrence, Linda	YES
9	Herbst, Dawn	YES
10	Thao, Mary	YES
11	Smith, Dennis	YES

20-0116 1/28/2020 6:47:08 PM

Motion by Herbst, second by Gisselman to adopt the Ordinance of the Capital Improvements & Street Maintenance Committee Amending Section 10.20.080(a) Designating no parking on the west side of Pied Piper Lane between Lake View Drive and Woods Place

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

20-0118 1/28/2020 6:47:55 PM

Motion by Rasmussen, second by Gisselman to adopt the Ordinance of the Capital Improvements & Street Maintenance Committee Amending Section 10.20.080(a) Designating no parking on the east side of South 1st Avenue from West Thomas Street to Stewart Avenue and on the west side of South 1st Avenue beginning at the northwest curblin of West Thomas Street extending north 210 feet

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	NV
2	Martens, Michael	YES
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Lawrence, Linda	YES
9	Herbst, Dawn	YES
10	Thao, Mary	NO
11	Smith, Dennis	YES

Motion by Rasmussen, second by Lawrence to adopt the Ordinance of the Capital Improvements & Street Maintenance Committee Amending Section 10.20.080(a) Designating no parking on the north and south sides of West Thomas Street from 17th Avenue to Cleveland Avenue and on the north and south sides of East Thomas Street from Cleveland Avenue to Grand Avenue

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	NV
2	Martens, Michael	YES
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Lawrence, Linda	YES
9	Herbst, Dawn	YES
10	Thao, Mary	NO
11	Smith, Dennis	YES

20-0115

1/28/2020 6:49:28 PM

Motion by Nutting, second by Herbst to adopt the Joint Ordinance of the Capital Improvement & Street Maintenance Committee and the Plan Commission Annexing territory from the Town of Stettin to the City of Wausau (Kern - 4605 Stettin Drive)

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

19-0705

1/28/2020 6:50:10 PM

Motion by Neal, second by Lawrence to adopt the Resolution of the Economic Development Committee Granting a planning option agreement to Merge, LLC for an additional one hundred twenty (120) days to complete planning and due diligence of redevelopment options on City-owned parcels at 120 Scott Street and 530 N. 2nd Street

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

20-0122

1/28/2020 6:51:15 PM

Motion by Nutting, second by Neal to adopt the Resolution of the Economic Development Committee Approving the proposal by The Dam Place, their affiliates or assignees, for the sale and redevelopment of the former Westside Battery and L&S Printing properties at 401 and 415 South First Ave

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

15-0708

1/28/2020 7:08:42 PM

Motion by Neal, second by Nutting to adopt the Joint Resolution of the Economic Development Committee and the Finance Committee Selecting Riverlife Wausau LLC (dba Ohde/Riveron/Viegut) and/or their affiliates or assignees, for the Riverlife Villages Phase 2 residential project and approving to sign development agreements and transfer real estate for a proposed condominium project

Thao requested clarification regarding the performance amphitheater facility, as to whether it is to be a collaboration and expense between the city and the developer. Schock explained the term sheet contemplates a collaborative process between the developer and the Parks & Rec Committee to come up with the strategy for how to program and manage the space.

Thao commented the picture of the amphitheater in the packet looks huge and she was concerned it could compete with The 400 Block events and/or take away foot traffic from the downtown businesses. Schock explained the vision is to inspire a variety of different environments where performance art is possible. An example would be the stage down by the river below the library used by the Jazz Society which serves a different segment of people. He stated this stage is nowhere near the size or magnitude of The 400 Block. The developer's vision shared at ED was to diversify and allow a space smaller than The 400 Block that could be used by musicians and for local smaller events.

Mitch Viegut, developer, explained they were thinking of things like a juggler or a solo artist performance, not to compete with big events. He indicated the seating in the amphitheater would be for approximately 200 people, whereas The 400 Block can hold 2,000.

Thao indicated she would be more comfortable if the development agreement did not have the amphitheater included because she didn't know if would actually happen. Schock stated the term sheet notes there would be an ongoing discussion between the developer and Parks & Rec Committee and it would come back to Council through Parks & Rec as a project. He felt the developer was adding to the public benefits of the riverfront and energizing it with any kind of performance spaces that engages different types of artists is a goal of the city. He pointed out they are not making any commitment on it today in approving the project.

Smith questioned if these were the same developers for the original portion of the riverfront project and Schock confirmed they were. He questioned why they should approve another development with them if they haven't delivered on the first development. He was concerned because they don't have a track record yet.

Schock stated the original building (or Phase 1) is under construction on the riverfront right now and the developer was held to submit a proposal before the end of the year to continue the project; this is Phase 2 to continue the momentum.

Neal commented in regard to our visions along the river, we have always talked to potential developers about our interests in promoting a sense of community that goes beyond just the people who reside there. He pointed out the amphitheater was not at the behest of the city, the developers brought it forward as part of their proposal. He indicated, as part of the Parks & Rec Committee, he was excited to work with them to flesh it out. It has a lot of potential and adds another element of interest to that stretch of river.

Discussion continued.

Schock explained this project is a Reverse TIF incentive; no money is paid to the developer until the project is completed and paying its taxes. He reiterated the term sheet is solid except for the final discussion about the amphitheater, which is an ongoing discussion to flesh it out and will likely require fundraising before its scope is determined. The goal tonight is the condominium tower.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	NV
2	Martens, Michael	YES
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Lawrence, Linda	YES
9	Herbst, Dawn	YES
10	Thao, Mary	NO
11	Smith, Dennis	NO

20-0121

1/28/2020 7:09:46 PM

Motion by Nutting, second by Lawrence to adopt the Resolution of the Finance Committee Opposing legislation that limits municipal Tax increment District powers

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	NV
2	Martens, Michael	YES
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	NO
7	Rasmussen, Lisa	YES
8	Lawrence, Linda	YES
9	Herbst, Dawn	YES
10	Thao, Mary	NO
11	Smith, Dennis	NO

20-0112

1/28/2020 7:10:21 PM

Motion by Herbst, second by Nutting to adopt the Resolution of the Human Resources Committee Reclassifying the Police Department Administrative Assistant II position to Administrative Assistant III

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

20-0119

1/28/2020 7:10:50 PM

Motion by Thao, second by Lawrence to adopt the Resolution of the Human Resources Committee Approving increase of staffing levels of the Wastewater Plant Maintenance Mechanic and Sewer Maintainer by one

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

19-1109

1/28/2020 7:09:12 PM

Motion by Rasmussen, second by Neal to adopt the Resolution of the Finance Committee Approving the 2020 budget modification for North Riverfront Planning

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

20-0113

1/28/2020 7:11:24 PM

Motion by Neal, second by Martens to adopt the Resolution of the Human Resources Committee Designating New Year's Eve as a Paid Holiday

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	NV
2	Martens, Michael	YES
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Lawrence, Linda	YES
9	Herbst, Dawn	YES
10	Thao, Mary	NO
11	Smith, Dennis	NO

Suspend the Rules

1/28/2020 7:11:50 PM

Motion by Neal, second by Rasmussen to Suspend the Rules.

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

17-0408 Amendment

1/28/2020 7:34:26 PM

Motion by Lawrence, second by Rasmussen to amend the Resolution of the Finance Committee Approving termination of contract between Devnet, Inc. and City for assessment software - to add to the BE IT RESOLVED paragraph, to the last sentence "with a 30 day notice without cause."

Thao was concerned it has been four years and two failed attempts and now are going back to the third bidder that we did not select four years ago. She questioned if they were still running the current assessment tool from four years ago that needed to be replaced.

Gerald Klein, CCIT Director, stated in 2013 the vendor or our current software informed us they would no longer support it, which is what initiated the look for replacement. It runs on a server that stored out in the Cloud; it doesn't support Windows 10, but fortunately it has been continuing to operate.

Thao questioned why this same cycle happened with these two vendors over this period of time. Klein stated the Assessor involved with both of those selections and himself disagreed on them, but both vendors kept getting just a little bit done to keep us hanging on. Discussion followed on payments that were made to this point and milestones that have not been met and conversations with the company. He indicated to date the city has paid \$32,659 to Devnet.

Rick Rubow, City Assessor stated every step of the way his department has worked with Devnet and IT to try and complete this project. He explained all the issues they had with how the system operated and how the data was input into wrong places.

Rasmussen stated Finance Committee learned from IT and from the Assessor that there are essentially three vendors that do this work. Finance recommended that if the exit from the contract is approved tonight, they are to release an RFP that articulates Wausau's needs and a timetable for those needs. It was also recommended that they have on-site demos of the products. She stated the recommendation from IT is to exit the contract with the 30 day notice. The city would not pay the remaining invoices that it has not been billed for yet because they did not deliver the product. This would eliminate going through the expense of trying to recover the \$32,000 we have already paid and any sort of damages that may exist in legal fees. She stated this will make a clean break so we get an RFP out while there is \$112,000 to work with.

Jacobson clarified the two termination provisions: 1) To notice specific breaches with a 15 day notice of a right to cure those defaults; if not cured, send a notice of intent to terminate, giving them another 30 days in which to cure defaults; after those 45 days have elapsed, a notice of termination is sent giving a future date; no further payments are owed by the City of Wausau and Devnet will refund the portion of any payment the city made which are attributable to the items which serve as the basis for the default. She noted this is a much lengthier process and there is no guarantee we would get any money back and there would be legal costs; or 2) Termination of 30 days written notice without cause.

Lawrence stated the resolution should be amended to add the 30 days written notice without cause as was voted on by Finance.

Vote on Amendment:

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

17-0408

1/28/2020 7:34:44 PM

Motion by Lawrence, second by Martens to adopt the Resolution of the Finance Committee Approving termination of contract between Devnet, Inc. and City for assessment software, as amended on Council floor.

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

07-0210

1/28/2020 7:35:25 PM

Motion by Lawrence, second by Nutting to adopt the Resolution of the Finance Committee Approving City's Waiver of First Right of Refusal to Repurchase property at 8101 International Drive from Packaging Tape, Inc. n/k/a Rocket Industrial, Inc. to Rocket Properties, LLC

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

08-0608

1/28/2020 7:35:59 PM

Motion by Herbst, second by Rasmussen to adopt the Joint Resolution of the Human Resources Committee and the Finance Committee Amending the Salary Rates for the Temporary Positions of Election Chief Inspector and Election Inspector

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

Public Comment and Suggestions

Nutting thanked DPW staff for their great work on snow removal, as well as the ongoing effort for abatement of the snow.

Mayor Mielke introduced the new City Clerk, Leslie Kremer, who will be starting on Monday, February 24, 2020. Ms. Kremer stated she grew up in Auburndale, where she currently resides. She worked for a City Attorney for five years and then for the Marshfield Clinic Health System legal department for five years. She commented she was excited to begin working for the City Of Wausau.

Adjournment

1/28/2020 7:38:15 PM

Motion by Neal, second by Herbst to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 7:38 pm.

Robert B. Mielke, Mayor

Mary A. Goede, Deputy Clerk

**JOINT RESOLUTION OF AIRPORT COMMITTEE
AND FINANCE COMMITTEE**

Authorizing the execution of Airport Ground Lease – Learn Build Fly Inc.

Committee Action: Airport: Approved 6-0

Finance: Approved 5-0

Fiscal Impact: Annual lease and tax revenues

File Number: 17-0714

Date Introduced: February 11, 2020

RESOLUTION

WHEREAS, your Airport Committee, at their January 14, 2020 meeting, approved construction of a 60' x 75' hangar in the Wausau Downtown Airport hangar development area by Learn Build Fly Inc., a certified Wisconsin charitable organization exempt under IRC Section 501(c)(3); and

WHEREAS, your Finance Committee, at their January 28, 2020, meeting, approved entering into a ground lease with Learn Build Fly Inc., a copy of which lease is attached and incorporated herein by reference, and in general, provides for a twenty (20) year lease with the opportunity for renewal, a lease payment of 12¢ per square foot adjusted annually, and a payment to the City of real estate taxes as a building on lease land.

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 original of the attached standard ground lease between the City of Wausau and Learn Build Fly Inc., allowing for construction of the aforementioned hangar.

Approved:

Robert B. Mielke, Mayor

AIRPORT COMMITTEE

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

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

Members Excused: Smith

Others Present: John Chmiel, Tara Alfonso, Nathan Miller

Discussion and Possible Action Regarding Construction Request of a 48' X 48' Hangar in the East Hangar Development Area by Dave Harm – Chmiel

Chmiel stated Dave Harm is a pilot who flies out of Wausau and is requesting to build a privately owned hangar in the East Hangar Development Area, which would be just south of the current Learn Build Fly Hangar by Airport Park. He indicated Mr. Harm understands the stipulations that all the previous lease holders have, which includes that the hangar has to match the color and the general structure look. Harm is set to prepare the apron between his building and the existing taxiway for pavement, which will be installed when his hangar is complete.

Prehn stated it was his understanding that Learn Build Fly was planning to build a hangar next door. Chmiel indicated he spoke with Dave Conrad, of Learn Build Fly, who was disappointed where Dave Harm wants to build; however, they have no current plans or funds to build an additional hangar right away, so he is okay with it. He added Conrad was not opposed to building a hangar directly across from Learn Build Fly. He noted Harm would not be building until the spring, so if Conrad came up with funding for another hangar before then and wanted to be adjacent, the committee could consider approving it in such a way as to allow the location of hangars to shift to accommodate both of them. Chmiel felt that Harm would not have a problem with it, he just wanted to be near Learn Build Fly. Consensus was to approve the hangar request and another meeting could be held to amend the location in the event that Learn Build Fly would be ready for another hangar in the spring.

Motion by Prehn, second by Seitz to approve a 48' X 48' hangar in the location requested. Motion carried 6-0.

AIRPORT COMMITTEE

Date and Time: Wednesday, January 8, 2020 @ 6:00 pm., at the Wausau Downtown Airport

Members Present: Peckham (C), Rasmussen, Lawrence, Smith, Dennis Seitz, Fred Prehn

Members Excused: Doug Diny

Others Present: John Chmiel, Nathan Miller, Karl Kemper

Discussion and Possible Action Regarding Construction Request of a 60' X 75' Hangar in the East Hangar Development Area by Learn Build Fly - Conrad/Chmiel

Chmiel explained at the last meeting there was a question of whether Learn Build Fly had interest in building another hangar. He indicated he received a phone call the next day from them confirming they did want to build another one. They would like to build the hangar 20 feet away from their current hangar. They do not have the funding for it for 2020, but they strongly believe they will have the funding in 2021. He felt the right thing to do was to give them Right of First Refusal in order to build a 60' X 75' hangar on that property.

Motion by Prehn, second by Rasmussen to give Learn Build Fly the Right of First Refusal on the parcel immediately to the south of their present hangar. Motion carried 6-0.

Discussion and Possible Action Regarding Construction Request of a 48' X 48' Hangar change of location in the East Hangar Development Area by Dave Harm – Chmiel

Chmiel referred to a map, stating Mr. Harm's first choice for hangar location was right next to the Lewitzky hangar and the existing Turner hangar. Chmiel indicated Harm would like to be in line with the Lewitzky hangar. He explained the East Hangar Development Area was planned with quadrants in mind and those quadrants were there to specify the amount of square footage of hangar that could be built in that area. The current location that is shown for the Harm hangar on the east side is Option #1 and extends slightly outside of the quadrant.

Chmiel stated discussion took place with the Attorney's Office, Karl Kemper, and Bill Hebert of the Building/Zoning/Inspections Department regarding this issue. It was determined whether that hangar can be there or not is based upon the design of the hangar because the separation between buildings is determined by the building code. If the builder and designer design the hangar in such a way that it can be 20 feet away from a hangar, then Option #1 is where Harm wants to be located. If the design of the hangar does not meet the code for 20 foot separation, then they need to look at Option #2 which he felt is located in the wrong area on the map. *Discussion followed regarding the two options and other possible locations and their impact.*

Motion by Rasmussen, second by Seitz to approve the request for Option #1 contingent upon meeting the zoning and setback requirements stipulated by Inspections; if it does not comply and a second location is necessary, it will be the first available parcel straight across the taxiway. (*Chmiel indicated he would mark the location on the map with an X.*) Motion carried 6-0.

Discussion and Possible Action Regarding Construction Request of a 100' X 100' Hangar in the East Hangar Development Area by Kocourek – Chmiel

Chmiel stated they already approved a hangar for Kocourek, just not in the current location that is proposed. He reviewed there is another jet coming to the Wausau Airport. Originally when that jet was ordered, it was to replace a jet we already fly for that customer; however, the economy is good and a lot of people are flying, so he wants that jet to be in addition to the jet already located here. The problem is the corporate hangar space the city has cannot accommodate with the number of tenants that we have now. A new hangar needs to be built, but Wausau Flying Service and the owner of the aircraft doesn't want to be in the hangar business. He indicated Keith Kocourek was interested in having his own hangar and agreed to build it. It will be on southeast corner of the apron and the door will face west and will be

the biggest privately owned hangar at the Wausau Airport. Chmiel noted the dimensions need to be adjusted include the corner dimension of 16' X 32'.

Motion by Rasmussen, second by Prehn to approve the Kocourek hangar in the new location with the modified dimensions. Motion carried 6-0.

FINANCE COMMITTEE

Date and Time: Tuesday, January 28, 2020 @ 5:30 pm., Council Chambers

Members Present: Rasmussen, Smith, Martens, Nutting, Lawrence

Others Present: Groat, Bliven, Barteck, Jacobson, Mielke, Klein, Kujawa, Lindman, Rubow, Vanderboom, Hampson, Henrichs, Goede

Discussion and Possible Action Regarding Construction Request of a 60' X 75' Hangar in the East Hangar Development Area by Learn Build Fly

Rasmussen explained any time there is new hangar construction at the municipal airport the Airport Committee works with the builder on their plan and site and the Finance Committee approves the standard land lease. She noted this one and the next two have all been approved by the Airport Committee. Rasmussen stated this is the second facility for Learn Build Fly.

Motion by Nutting, second by Lawrence to approve the hangar for Learn Build Fly. Motion carried 5-0.

AIRPORT GROUND LEASE

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the City of Wausau, a Wisconsin municipal corporation, hereinafter referred to as "CITY," and Learn Build Fly Inc., a certified Wisconsin charitable organization exempt under IRC Section 501(c)(3), 917 North 6th Avenue, Wausau, Wisconsin 54401, hereinafter referred to as "TENANT;"

WITNESSETH:

WHEREAS, CITY owns and operates an airport within the corporate limits of the City of Wausau known as the Wausau Downtown Airport, hereinafter referred to as "Airport;" and

WHEREAS, TENANT wishes to lease a parcel of land on Airport described in "Exhibit A," hereinafter referred to as "parcel," and TENANT wishes to construct an airplane hangar for the storage of aircraft and their appurtenances and for TENANT's use on that parcel.

NOW, THEREFORE, for and in consideration of the rents, covenants, and agreements herein contained, CITY and TENANT agree as follows:

1. Premises. CITY hereby leases to TENANT the parcel depicted on "Exhibit A," attached hereto.

TENANT shall construct within one (1) year of the date first above written, improvements in accordance with the plans and specs on said parcel described in "Exhibit A," attached hereto. All improvements, now and any in the future, must meet all applicable state and local building codes, and shall be approved by CITY. TENANT shall use the improvements and premises for aeronautical purposes in accordance with the provisions of paragraph 34.

Within sixty (60) days after the completion of the building, TENANT shall complete preparation of appropriate excavation and installation of base course in preparation for asphalt pavement extending from the building to the taxiway and Eighty feet (80') wide. TENANT shall pay for 100 percent of the preparation and base course, and CITY shall pay for the asphalt and the cost of laying the asphalt down. All site preparations for the road shall be done pursuant to CITY specifications and shall be approved by CITY prior to CITY paving the area.

2. Lease Fees. TENANT shall pay to CITY for the lease of the parcel twelve cents (12¢) per square foot (60' x 75') per year, which payment shall be paid to the City Treasurer on an annual basis no later than the 5th day of January in the year for which the payment is due. The lease payment for 2020 shall be prorated and shall reflect the months from the date of occupancy to the end of the year. (Taxes shall reflect the improvements as of the legal date of assessment value [currently January 1]). This lease amount shall be adjusted annually to reflect the change in the Consumer Price Index from September 30 the previous year.

3. Term of Agreement. The initial term of this Agreement shall be for a period of twenty (20) years commencing on the date above first written. This lease shall be automatically renewed, without notice from either party, on identical terms for a like successive term, unless

either party shall, at least forty-five (45) days before the expiration of the lease, notify the other in writing of the termination of the lease.

4. Utilities and Taxes. TENANT agrees to pay all utilities, taxes, and phone bills, including but not limited to bills for electricity, gas, sewer, and water. TENANT agrees to install or cause to be installed on the leased premises meters for all utilities to be used on the leased premises and to pay any and all costs and expenses incurred as a result of the installation and use of such utilities.

5. Improvements. Except as provided in paragraph 1, TENANT shall not make any structural alterations, additions or improvements to the building or leased premises without the consent of CITY, which consent will not unreasonably be withheld, in those cases where TENANT provides it with plans and specifications for the same evidencing alterations, additions, and improvements of substantially the same appearance, standards, and quality as the construction specified in paragraph 1 and there is sufficient, in the opinion of CITY, land for the improvements. TENANT shall have the right to make, without CITY's consent, such nonstructural alterations, additions, and improvements to the building and leased premises that TENANT desires in order to conduct its operations on the leased premises.

6. Compliance with Laws. TENANT shall at all times comply with the airport rules and regulations, federal, state, and municipal laws, ordinances, codes, and other regulatory measures, now in existence or as may be hereafter modified and amended, applicable to the specific type of operation contemplated by it. TENANT shall procure and maintain during the term of this agreement all licenses, permits, and other similar authorizations required for the conduct of its aircraft operations.

7. Liens. TENANT agrees to promptly pay all sums legally due and payable on account of any labor performed on or materials furnished for the leased premises. TENANT shall not permit any liens to be placed against the leased premises on account of labor performed or material furnished; and in the event such a lien is placed against the leased premises, TENANT agrees to save CITY harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.

8. Development. CITY reserves the right to further develop or improve the landing and public areas, including ramp space of the airport, as it sees fit regardless of the desires or views of TENANT and without interference or hindrance; provided, however, that no such development or improvement shall for a period in excess of sixty (60) days limit or violate TENANT's rights under this lease agreement or otherwise violate any federal, state, or local law, ordinance, rule, or regulation.

9. Subordination. This lease agreement shall be subordinate to the provisions of any existing or future agreement between CITY and the United States Government relative to the operation or maintenance of the airport, the execution of which has been, or may be, required as a condition precedent to the expenditure of federal funds for the development of the airport. Should the effect of any such agreement with the United States Government be to take the leased premises or building or any portion of either or substantially destroy the commercial value of either, then, within thirty (30) days after the occurrence of such event, CITY shall terminate this lease

agreement and purchase the building from TENANT, which purchase price shall be the fair market value of the building as of the day of the "taking."

10. Air and Noise. CITY hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the leased premises, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the airport, and the right to pursue all operations of the airport; provided, however, that no such rights or the exercise thereof shall limit or violate TENANT's rights under this lease agreement.

11. Restrictions on Obstructions. CITY reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent TENANT from erecting, or permitting to be erected, any building or other structure on the airport, which, in the opinion of CITY, would limit the usefulness of the airport, or constitute a hazard to aircraft.

12. Assignment. Subject to paragraph 25, TENANT shall not assign its rights and obligations under this lease agreement nor assign any part of the leased premises to a third party, but may sublet the leased premises to a third party without CITY approval, provided that the leased premises is used solely for aircraft storage.

13. Automobile Parking Lot. TENANT and TENANT's guests may use the parking lot area along with other members of the public and individuals utilizing the Airport.

14. Signs. TENANT agrees that no signs, lighting or advertising matter shall be erected without the written consent of CITY.

15. Insurance. TENANT shall maintain on the parcel and its improvements fire and extended coverage insurance in an amount at least equal to the assessed valuation of the improvements as well as liability coverage with a minimum combined single limit in an amount not less than \$1 million dollars of liability per occurrence for Bodily Injury and Property Damage. The liability coverage amount shall be raised by TENANT when and as necessary, during the term of the lease, to correspond to requirements of CITY.

16. Hold Harmless. TENANT agrees to indemnify and hold harmless CITY, its employees, agents, officers and officials, whether hired, appointed or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to TENANT's operations on the demised premises or on any premises owned by CITY and adjacent thereto and/or as a result of and/or due to the presence of TENANT on the demised premises or on premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this indemnification and hold harmless section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

17. Release. TENANT agrees to release CITY, its employees, agents, officers and officials, whether hired, appointed or elected, from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to TENANT's operations on the demised premises or on any premises owned by CITY and adjacent thereto and/or as a result of and/or due to the presence of TENANT on the demised premises or on premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this release section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

18. Rights in Common with Others. TENANT shall have the right, in common with others authorized so to do, to use all common areas of Airport, including runways, taxiways, aprons, roadways, parking lots, and any other common areas.

19. Obligations of CITY.

A. CITY shall plow snow promptly and as necessary for the operation of an airport, on the runways, hangar areas, tie-down areas, and any areas in the parking lot necessary for use by TENANT. CITY shall plow to within six (6) feet of TENANT's hangar door.

B. CITY shall maintain the surface of the runways, hangar areas, tie-down areas, and necessary areas of the parking lot in a condition which is reasonable, taking into consideration the required use.

20. City's Right of Entry. CITY shall have the right to, upon 24 hours' notice, inspect the premises during normal business hours in the company of TENANT or an agent or employee of TENANT for the purpose of examining the same and to ascertain if they are in good and safe repair and in compliance with the requirements contained herein, including compliance with all federal, state and local codes. In the event of an emergency, CITY shall have the right to enter the premises without advance notice to TENANT.

21. Acceptance of Premises. TENANT, by the execution of this Agreement, represents that it has inspected Airport and the leased parcel, and that it accepts the condition of the same as they now exist, and fully assumes all risks incident to the use thereof.

22. Outside Storage and Removal of Trash. TENANT will not store in a location susceptible to view by the public, any equipment, materials, supplies, or damaged or partially dismantled aircraft or other vehicles on the leased or adjacent premises. Any screens or other devices used to keep equipment, materials or supplies from view shall be subject to prior consent by CITY.

TENANT further agrees to remove or cause to be removed, at TENANT's expense, any trash, garbage or debris generated by TENANT's use of the leased premises and agrees not to

deposit any trash, garbage or debris on any part of Airport or the leased premises except temporarily in connection with collection or removal of the same.

23. Repair of Premises. TENANT shall, at its expense, keep, maintain, and repair the leased premises, the building and all improvements in good condition subject to normal wear and tear. Included in TENANT's obligations is cutting grass, weeds and other vegetation. In the event TENANT fails to comply with this subparagraph, CITY shall give notice to TENANT specifying the nature of TENANT's failure. In the event that TENANT fails within thirty (30) days of CITY's notice to cure such failure, CITY shall have the option either to cure such failure and to assess the costs thereof against TENANT, or to terminate this Agreement upon five (5) days' notice to TENANT. TENANT hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorneys' fees incurred by CITY in curing such failure within thirty (30) days after CITY's demand therefor.

24. Security. The parties hereby agree that TENANT assumes all responsibility and obligation for providing security on the leased premises.

TENANT shall not permit any security code provided by CITY to TENANT to be provided to any other person unless such person has been identified to and approved in advance by LANDLORD, or is an authorized employee of TENANT. Any guest or passenger of TENANT shall be personally escorted by the TENANT, or an authorized employee of TENANT, into and out of security gates of the Airport security fence.

25. Title and Right of First Refusal to Leasehold Improvements. TENANT shall retain the title to all buildings and other improvements constructed by TENANT on the leased premises. During the term of the lease, ownership may be transferable by TENANT upon CITY's written approval, which shall not be unreasonably withheld.

d 26. Termination of Lease. Upon termination at the end of the 20-year term or of any

26. Termination of Lease. Upon termination at the end of the 20-year term or of any successive terms, TENANT shall have the following options:

A. At TENANT's option, all buildings and improvements may be removed from the leased premises at no cost to the CITY. TENANT shall restore leased premises to orderly condition.

B. At TENANT's option, all buildings and improvements located on the leased premises may be sold. CITY shall have the first right to purchase such buildings and improvements. In the event TENANT receives a bona fide written offer to purchase said buildings and improvements from a third party, CITY shall have the first right to purchase said buildings and improvements at the same price and on the same terms and conditions as are contained in such an offer to purchase. In the event CITY elects not to exercise its option of first right of refusal to purchase the buildings and improvements, the party purchasing said buildings and improvements will agree to lease the premises from the CITY, upon terms acceptable to CITY.

27. Cancellation by CITY. CITY may cancel this Agreement by giving TENANT sixty (60) days' advance, written notice upon or after any one of the following events of default:

A. The failure of TENANT to pay rent in the amount and at the times and in the manner herein provided, and where such failure shall continue for thirty (30) days or more after written notice thereof shall have been given to TENANT.

B. The abandonment by TENANT of the leased premises, except in connection with its surrender to an approved assignee, sublessee, mortgagee, or other party succeeding to TENANT's interests or portion thereof hereunder.

C. The default by TENANT in the performance of any covenant or agreement required herein to be performed by TENANT, and TENANT's failure to commence and diligently continue to correct such default after written notice of the default given by CITY, as above provided.

Failure of CITY to declare this Agreement terminated upon the default of TENANT for any of the reasons set out above shall not operate to bar or destroy the right of CITY to cancel this Agreement by reason of any subsequent violation of the terms of this Agreement. Further, the acceptance of rental by CITY for any period after a default of any of the terms, covenants or conditions by TENANT shall not be deemed a waiver of any right on the part of CITY to cancel this agreement.

Upon cancellation by CITY, CITY shall have the right to enter upon premises and building and, at its option, commence an action to take title.

28. Force Majeure. If, by reason of force majeure, either party is unable, in whole or in part, to carry out the agreements of such party on its part herein contained, such party shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes; lockout or threats of orders of any kind of the government of the United States or of Wisconsin, or any of their departments, agencies or officials, or any civil (except, in the case of CITY only, CITY) or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government (except, in the case of CITY only, CITY) and people; civil disturbances; explosions; damage, loss, breakage or accident to the buildings, leased premises or Airport; partial or entire failure of utilities; or any other cause or event not reasonably within the control of such party, it being agreed that the settlement strikes, lockouts and other industrial disturbances shall be entirely within the discretion of such party and such party shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties in such matters when such course is, in the judgment of such party, unfavorable to such party.

29. Nothing in this lease shall serve to transfer title to the land in any manner, from CITY to TENANT.

30. TENANT shall pay to CITY real estate taxes on the building and other improvements, as "Building on Leased Land."

31. Motor Vehicle Parking. TENANT may park motor vehicles inside the hangar or outside the hangar in an area that will not impede access to other hangars or block aircraft from

safely using the taxi-lane to taxi. Long term parking of vehicles or trailers outside the hangar is not permitted.

32. Visitors. TENANT shall be responsible for and cause TENANT's passengers, guests or employees to act in a manner that will not disturb other users of the Airport and to pay all reasonable charges for maintenance and repair of damages to the leased premises or Airport caused by TENANT or TENANT's passengers, guests or employees.

33. Notices. All notices required herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, properly addressed to the party to be notified as follows:

If to TENANT: _____

If to CITY: City Clerk
 407 Grant Street
 Wausau, WI 54403

34. Hangar Use.

A. The hangar shall be used for aeronautical purposes which include:

- (i.) Storage of active aircraft;
- (ii.) Final assembly of aircraft under construction;
- (iii.) Non-commercial construction of amateur-built or kit-built aircraft;
- (iv.) Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
- (v.) Storage of aircraft handling equipment such as towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.

B. Provided the hangar is used primarily for aeronautical purposes, non-aeronautical items may be stored in hangars provided the items do not interfere with the aeronautical use of the hangar. No items may be store outside of the hangar. Non-aeronautical items will be deemed to interfere with the aeronautical use of the hangar where the item or items:

- (i.) Impede the movement of aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar;
- (ii.) Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft;
- (iii.) Impede access to aircraft or other aeronautical contents of the hangar;
- (iv.) Are used for the conduct of a non-aeronautical business;
- (v.) Are stored in violation of airport rules and regulations, building codes or local

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this_____day of_____, 20____, the above-named Robert B. Mielke, Mayor, and Mary Goede, Deputy Clerk of 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:_____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this_____day of_____, 20____, 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:_____

This instrument was drafted by Nathan K. Miller,
Assistant City Attorney for the City of Wausau.

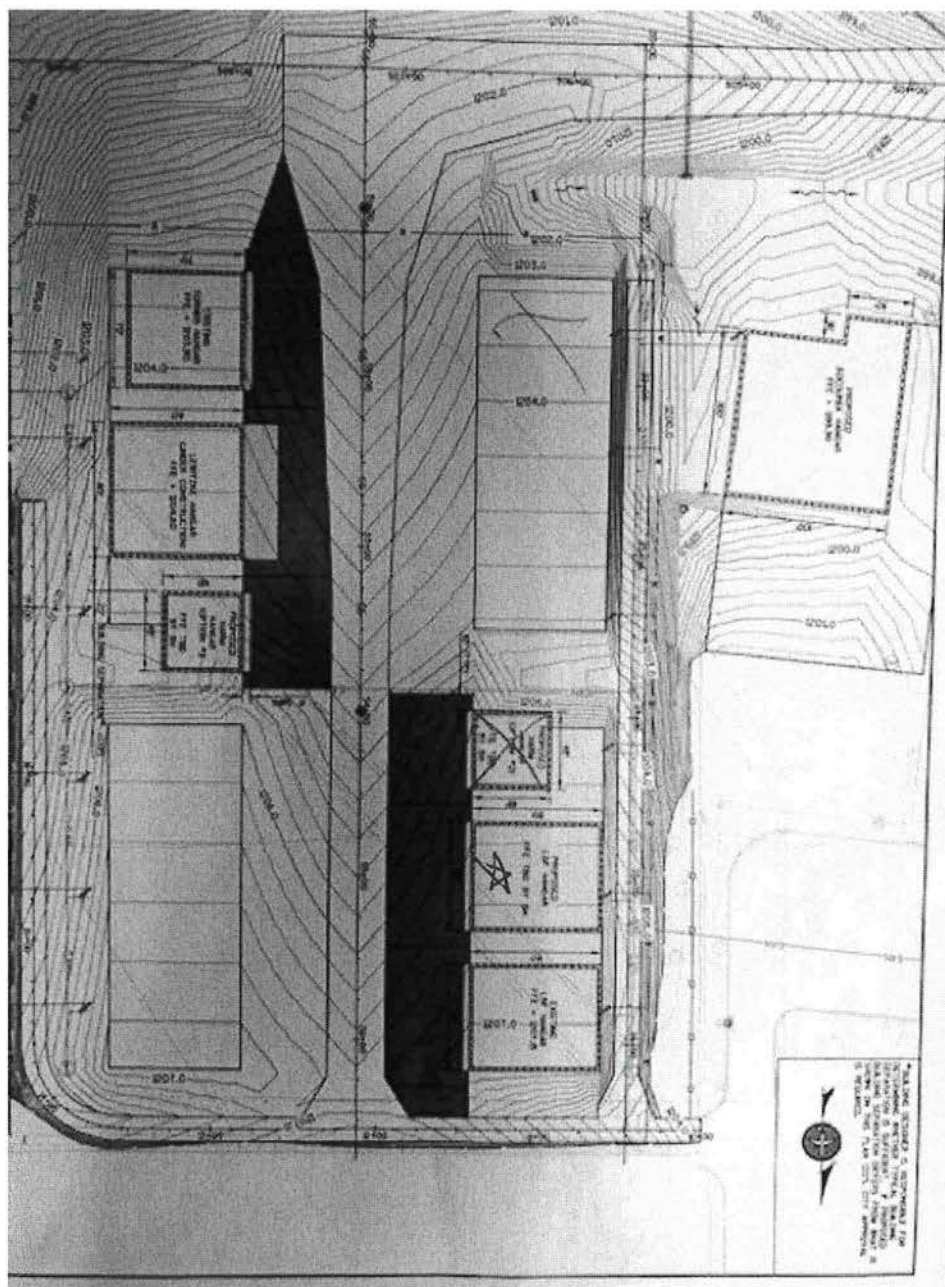


Exhibit A

**JOINT RESOLUTION OF AIRPORT COMMITTEE
AND FINANCE COMMITTEE**

Authorizing the execution of Airport Ground Lease – Dave Harm

Committee Action: Airport: Approved 6-0

Finance: Approved 5-0

Fiscal Impact: Annual lease and tax revenues

File Number: 20-0204

Date Introduced: February 11, 2020

RESOLUTION

WHEREAS, your Airport Committee, at their January 14, 2020 meeting, approved construction of a 48' x 48' hangar in the Wausau Downtown Airport hangar development area by Dave Harm; and

WHEREAS, your Finance Committee, at their January 28, 2020, meeting, approved entering into a ground lease with Dave Harm, a copy of which lease is attached and incorporated herein by reference, and in general, provides for a twenty (20) year lease with the opportunity for renewal, a lease payment of 12¢ per square foot adjusted annually, and a payment to the City of real estate taxes as a building on lease land.

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 original of the attached standard ground lease between the City of Wausau and Dave Harm, allowing for construction of the aforementioned hangar.

Approved:

Robert B. Mielke, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, January 28, 2020 @ 5:30 pm., Council Chambers

Members Present: Rasmussen, Smith, Martens, Nutting, Lawrence

Others Present: Groat, Bliven, Barteck, Jacobson, Mielke, Klein, Kujawa, Lindman, Rubow, Vanderboom, Hampson, Henrichs, Goede

Discussion and Possible Action Regarding Construction Request of a 48' X 48' Hangar change of location in the East Hangar Development Area by Dave Harm

Motion by Lawrence, second by Nutting to approve the hangar for Dave Harm. Motion carried 5-0.

AIRPORT GROUND LEASE

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the City of Wausau, a Wisconsin municipal corporation, hereinafter referred to as "CITY," and Dave Harm, 227008 County Road South, Marathon, WI 54448, hereinafter referred to as "TENANT;"

WITNESSETH:

WHEREAS, CITY owns and operates an airport within the corporate limits of the City of Wausau known as the Wausau Downtown Airport, hereinafter referred to as "Airport;" and

WHEREAS, TENANT wishes to lease a parcel of land on Airport described in "Exhibit A," hereinafter referred to as "parcel," and TENANT wishes to construct an airplane hangar for the storage of aircraft and their appurtenances and for TENANT's use on that parcel.

NOW, THEREFORE, for and in consideration of the rents, covenants, and agreements herein contained, CITY and TENANT agree as follows:

1. Premises. CITY hereby leases to TENANT the parcel depicted on "Exhibit A," attached hereto.

TENANT shall construct within one (1) year of the date first above written, improvements in accordance with the plans and specs on said parcel described in "Exhibit A," attached hereto. All improvements, now and any in the future, must meet all applicable state and local building codes, and shall be approved by CITY. TENANT shall use the improvements and premises for aeronautical purposes in accordance with the provisions of paragraph 34.

Within sixty (60) days after the completion of the building, TENANT shall complete preparation of appropriate excavation and installation of base course in preparation for asphalt pavement extending from the building to the taxiway and Eighty feet (80') wide. TENANT shall pay for 100 percent of the preparation and base course, and CITY shall pay for the asphalt and the cost of laying the asphalt down. All site preparations for the road shall be done pursuant to CITY specifications and shall be approved by CITY prior to CITY paving the area.

2. Lease Fees. TENANT shall pay to CITY for the lease of the parcel twelve cents (12¢) per square foot (48' x 48'/60') per year, which payment shall be paid to the City Treasurer on an annual basis no later than the 5th day of January in the year for which the payment is due. The lease payment for 2020 shall be prorated and shall reflect the months from the date of occupancy to the end of the year. (Taxes shall reflect the improvements as of the legal date of assessment value [currently January 1]). This lease amount shall be adjusted annually to reflect the change in the Consumer Price Index from September 30 the previous year.

3. Term of Agreement. The initial term of this Agreement shall be for a period of twenty (20) years commencing on the date above first written. This lease shall be automatically renewed, without notice from either party, on identical terms for a like successive term, unless

either party shall, at least forty-five (45) days before the expiration of the lease, notify the other in writing of the termination of the lease.

4. Utilities and Taxes. TENANT agrees to pay all utilities, taxes, and phone bills, including but not limited to bills for electricity, gas, sewer, and water. TENANT agrees to install or cause to be installed on the leased premises meters for all utilities to be used on the leased premises and to pay any and all costs and expenses incurred as a result of the installation and use of such utilities.

5. Improvements. Except as provided in paragraph 1, TENANT shall not make any structural alterations, additions or improvements to the building or leased premises without the consent of CITY, which consent will not unreasonably be withheld, in those cases where TENANT provides it with plans and specifications for the same evidencing alterations, additions, and improvements of substantially the same appearance, standards, and quality as the construction specified in paragraph 1 and there is sufficient, in the opinion of CITY, land for the improvements. TENANT shall have the right to make, without CITY's consent, such nonstructural alterations, additions, and improvements to the building and leased premises that TENANT desires in order to conduct its operations on the leased premises.

6. Compliance with Laws. TENANT shall at all times comply with the airport rules and regulations, federal, state, and municipal laws, ordinances, codes, and other regulatory measures, now in existence or as may be hereafter modified and amended, applicable to the specific type of operation contemplated by it. TENANT shall procure and maintain during the term of this agreement all licenses, permits, and other similar authorizations required for the conduct of its aircraft operations.

7. Liens. TENANT agrees to promptly pay all sums legally due and payable on account of any labor performed on or materials furnished for the leased premises. TENANT shall not permit any liens to be placed against the leased premises on account of labor performed or material furnished; and in the event such a lien is placed against the leased premises, TENANT agrees to save CITY harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.

8. Development. CITY reserves the right to further develop or improve the landing and public areas, including ramp space of the airport, as it sees fit regardless of the desires or views of TENANT and without interference or hindrance; provided, however, that no such development or improvement shall for a period in excess of sixty (60) days limit or violate TENANT's rights under this lease agreement or otherwise violate any federal, state, or local law, ordinance, rule, or regulation.

9. Subordination. This lease agreement shall be subordinate to the provisions of any existing or future agreement between CITY and the United States Government relative to the operation or maintenance of the airport, the execution of which has been, or may be, required as a condition precedent to the expenditure of federal funds for the development of the airport. Should the effect of any such agreement with the United States Government be to take the leased premises or building or any portion of either or substantially destroy the commercial value of either, then, within thirty (30) days after the occurrence of such event, CITY shall terminate this lease

agreement and purchase the building from TENANT, which purchase price shall be the fair market value of the building as of the day of the "taking."

10. Air and Noise. CITY hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the leased premises, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the airport, and the right to pursue all operations of the airport; provided, however, that no such rights or the exercise thereof shall limit or violate TENANT's rights under this lease agreement.

11. Restrictions on Obstructions. CITY reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent TENANT from erecting, or permitting to be erected, any building or other structure on the airport, which, in the opinion of CITY, would limit the usefulness of the airport, or constitute a hazard to aircraft.

12. Assignment. Subject to paragraph 25, TENANT shall not assign its rights and obligations under this lease agreement nor assign any part of the leased premises to a third party, but may sublet the leased premises to a third party without CITY approval, provided that the leased premises is used solely for aircraft storage.

13. Automobile Parking Lot. TENANT and TENANT's guests may use the parking lot area along with other members of the public and individuals utilizing the Airport.

14. Signs. TENANT agrees that no signs, lighting or advertising matter shall be erected without the written consent of CITY.

15. Insurance. TENANT shall maintain on the parcel and its improvements fire and extended coverage insurance in an amount at least equal to the assessed valuation of the improvements as well as liability coverage with a minimum combined single limit in an amount not less than \$1 million dollars of liability per occurrence for Bodily Injury and Property Damage. The liability coverage amount shall be raised by TENANT when and as necessary, during the term of the lease, to correspond to requirements of CITY.

16. Hold Harmless. TENANT agrees to indemnify and hold harmless CITY, its employees, agents, officers and officials, whether hired, appointed or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to TENANT's operations on the demised premises or on any premises owned by CITY and adjacent thereto and/or as a result of and/or due to the presence of TENANT on the demised premises or on premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this indemnification and hold harmless section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

17. Release. TENANT agrees to release CITY, its employees, agents, officers and officials, whether hired, appointed or elected, from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to TENANT's operations on the demised premises or on any premises owned by CITY and adjacent thereto and/or as a result of and/or due to the presence of TENANT on the demised premises or on premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this release section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

18. Rights in Common with Others. TENANT shall have the right, in common with others authorized so to do, to use all common areas of Airport, including runways, taxiways, aprons, roadways, parking lots, and any other common areas.

19. Obligations of CITY.

A. CITY shall plow snow promptly and as necessary for the operation of an airport, on the runways, hangar areas, tie-down areas, and any areas in the parking lot necessary for use by TENANT. CITY shall plow to within six (6) feet of TENANT's hangar door.

B. CITY shall maintain the surface of the runways, hangar areas, tie-down areas, and necessary areas of the parking lot in a condition which is reasonable, taking into consideration the required use.

20. City's Right of Entry. CITY shall have the right to, upon 24 hours' notice, inspect the premises during normal business hours in the company of TENANT or an agent or employee of TENANT for the purpose of examining the same and to ascertain if they are in good and safe repair and in compliance with the requirements contained herein, including compliance with all federal, state and local codes. In the event of an emergency, CITY shall have the right to enter the premises without advance notice to TENANT.

21. Acceptance of Premises. TENANT, by the execution of this Agreement, represents that it has inspected Airport and the leased parcel, and that it accepts the condition of the same as they now exist, and fully assumes all risks incident to the use thereof.

22. Outside Storage and Removal of Trash. TENANT will not store in a location susceptible to view by the public, any equipment, materials, supplies, or damaged or partially dismantled aircraft or other vehicles on the leased or adjacent premises. Any screens or other devices used to keep equipment, materials or supplies from view shall be subject to prior consent by CITY.

TENANT further agrees to remove or cause to be removed, at TENANT's expense, any trash, garbage or debris generated by TENANT's use of the leased premises and agrees not to

deposit any trash, garbage or debris on any part of Airport or the leased premises except temporarily in connection with collection or removal of the same.

23. Repair of Premises. TENANT shall, at its expense, keep, maintain, and repair the leased premises, the building and all improvements in good condition subject to normal wear and tear. Included in TENANT's obligations is cutting grass, weeds and other vegetation. In the event TENANT fails to comply with this subparagraph, CITY shall give notice to TENANT specifying the nature of TENANT's failure. In the event that TENANT fails within thirty (30) days of CITY's notice to cure such failure, CITY shall have the option either to cure such failure and to assess the costs thereof against TENANT, or to terminate this Agreement upon five (5) days' notice to TENANT. TENANT hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorneys' fees incurred by CITY in curing such failure within thirty (30) days after CITY's demand therefor.

24. Security. The parties hereby agree that TENANT assumes all responsibility and obligation for providing security on the leased premises.

TENANT shall not permit any security code provided by CITY to TENANT to be provided to any other person unless such person has been identified to and approved in advance by LANDLORD, or is an authorized employee of TENANT. Any guest or passenger of TENANT shall be personally escorted by the TENANT, or an authorized employee of TENANT, into and out of security gates of the Airport security fence.

25. Title and Right of First Refusal to Leasehold Improvements. TENANT shall retain the title to all buildings and other improvements constructed by TENANT on the leased premises. During the term of the lease, ownership may be transferable by TENANT upon CITY's written approval, which shall not be unreasonably withheld.

26. Termination of Lease. Upon termination at the end of the 20-year term or of any successive terms, TENANT shall have the following options:

A. At TENANT's option, all buildings and improvements may be removed from the leased premises at no cost to the CITY. TENANT shall restore leased premises to orderly condition.

B. At TENANT's option, all buildings and improvements located on the leased premises may be sold. CITY shall have the first right to purchase such buildings and improvements. In the event TENANT receives a bona fide written offer to purchase said buildings and improvements from a third party, CITY shall have the first right to purchase said buildings and improvements at the same price and on the same terms and conditions as are contained in such an offer to purchase. In the event CITY elects not to exercise its option of first right of refusal to purchase the buildings and improvements, the party purchasing said buildings and improvements will agree to lease the premises from the CITY, upon terms acceptable to CITY.

27. Cancellation by CITY. CITY may cancel this Agreement by giving TENANT sixty (60) days' advance, written notice upon or after any one of the following events of default:

A. The failure of TENANT to pay rent in the amount and at the times and in the manner herein provided, and where such failure shall continue for thirty (30) days or more after written notice thereof shall have been given to TENANT.

B. The abandonment by TENANT of the leased premises, except in connection with its surrender to an approved assignee, sublessee, mortgagee, or other party succeeding to TENANT's interests or portion thereof hereunder.

C. The default by TENANT in the performance of any covenant or agreement required herein to be performed by TENANT, and TENANT's failure to commence and diligently continue to correct such default after written notice of the default given by CITY, as above provided.

Failure of CITY to declare this Agreement terminated upon the default of TENANT for any of the reasons set out above shall not operate to bar or destroy the right of CITY to cancel this Agreement by reason of any subsequent violation of the terms of this Agreement. Further, the acceptance of rental by CITY for any period after a default of any of the terms, covenants or conditions by TENANT shall not be deemed a waiver of any right on the part of CITY to cancel this agreement.

Upon cancellation by CITY, CITY shall have the right to enter upon premises and building and, at its option, commence an action to take title.

28. Force Majeure. If, by reason of force majeure, either party is unable, in whole or in part, to carry out the agreements of such party on its part herein contained, such party shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes; lockout or threats of orders of any kind of the government of the United States or of Wisconsin, or any of their departments, agencies or officials, or any civil (except, in the case of CITY only, CITY) or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government (except, in the case of CITY only, CITY) and people; civil disturbances; explosions; damage, loss, breakage or accident to the buildings, leased premises or Airport; partial or entire failure of utilities; or any other cause or event not reasonably within the control of such party, it being agreed that the settlement strikes, lockouts and other industrial disturbances shall be entirely within the discretion of such party and such party shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties in such matters when such course is, in the judgment of such party, unfavorable to such party.

29. Nothing in this lease shall serve to transfer title to the land in any manner, from CITY to TENANT.

30. TENANT shall pay to CITY real estate taxes on the building and other improvements, as "Building on Leased Land."

31. Motor Vehicle Parking. TENANT may park motor vehicles inside the hangar or outside the hangar in an area that will not impede access to other hangars or block aircraft from

safely using the taxi-lane to taxi. Long term parking of vehicles or trailers outside the hangar is not permitted.

32. Visitors. TENANT shall be responsible for and cause TENANT's passengers, guests or employees to act in a manner that will not disturb other users of the Airport and to pay all reasonable charges for maintenance and repair of damages to the leased premises or Airport caused by TENANT or TENANT's passengers, guests or employees.

33. Notices. All notices required herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, properly addressed to the party to be notified as follows:

If to TENANT: _____

If to CITY: City Clerk
 407 Grant Street
 Wausau, WI 54403

34. Hangar Use.

A. The hangar shall be used for aeronautical purposes which include:

- (i.) Storage of active aircraft;
- (ii.) Final assembly of aircraft under construction;
- (iii.) Non-commercial construction of amateur-built or kit-built aircraft;
- (iv.) Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
- (v.) Storage of aircraft handling equipment such as towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.

B. Provided the hangar is used primarily for aeronautical purposes, non-aeronautical items may be stored in hangars provided the items do not interfere with the aeronautical use of the hangar. No items may be store outside of the hangar. Non-aeronautical items will be deemed to interfere with the aeronautical use of the hangar where the item or items:

- (i.) Impede the movement of aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar;
- (ii.) Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft;
- (iii.) Impede access to aircraft or other aeronautical contents of the hangar;
- (iv.) Are used for the conduct of a non-aeronautical business;
- (v.) Are stored in violation of airport rules and regulations, building codes or local

ordinances.

C. Hangars shall not be used as a residence.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day
of _____, 20__.

CITY:

CITY OF WAUSAU

BY _____
Robert B. Mielke, Mayor

BY _____
Mary Goede, Deputy Clerk

TENANT:

BY _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 20____, the above-named Robert B. Mielke, Mayor, and Mary Goede, Deputy Clerk of 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:_____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 20____, 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:_____

This instrument was drafted by Nathan K. Miller,
Assistant City Attorney for the City of Wausau.

**JOINT RESOLUTION OF AIRPORT COMMITTEE
AND FINANCE COMMITTEE**

Authorizing the execution of Airport Ground Lease – Kocourek Holdings, LLC

Committee Action: Airport: Approved 6-0

Finance: Approved 5-0

Fiscal Impact: Annual lease and tax revenues

File Number: 03-1006

Date Introduced: February 11, 2020

RESOLUTION

WHEREAS, your Airport Committee, at their January 14, 2020 meeting, approved construction of a 100' x 100' hangar in the Wausau Downtown Airport hangar development area by Kocourek Holdings, LLC, a Wisconsin limited liability company; and

WHEREAS, your Finance Committee, at their January 28, 2020, meeting, approved entering into a ground lease with Kocourek Holdings, LLC, a copy of which lease is attached and incorporated herein by reference, and in general, provides for a twenty (20) year lease with the opportunity for renewal, a lease payment of 12¢ per square foot adjusted annually, and a payment to the City of real estate taxes as a building on lease land.

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 original of the attached standard ground lease between the City of Wausau and Kocourek Holdings, LLC, allowing for construction of the aforementioned hangar.

Approved:

Robert B. Mielke, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, January 28, 2020 @ 5:30 pm., Council Chambers

Members Present: Rasmussen, Smith, Martens, Nutting, Lawrence

Others Present: Groat, Bliven, Barteck, Jacobson, Mielke, Klein, Kujawa, Lindman, Rubow, Vanderboom, Hampson, Henrichs, Goede

Discussion and Possible Action Regarding Construction Request of a 100' X 100' Hangar in the East Hangar Development Area by Kocourek

Motion by Martens, second by Lawrence to approve the hangar for Kocourek. Motion carried 5-0.

AIRPORT GROUND LEASE

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the City of Wausau, a Wisconsin municipal corporation, hereinafter referred to as "CITY," and Kocourek Holdings, LLC, a Wisconsin limited liability company, 2727 North 20th Avenue, Wausau, Wisconsin, 54401, hereinafter referred to as "TENANT;"

WITNESSETH:

WHEREAS, CITY owns and operates an airport within the corporate limits of the City of Wausau known as the Wausau Downtown Airport, hereinafter referred to as "Airport;" and

WHEREAS, TENANT wishes to lease a parcel of land on Airport described in "Exhibit A," hereinafter referred to as "parcel," and TENANT wishes to construct an airplane hangar for the storage of aircraft and their appurtenances and for TENANT's use on that parcel.

NOW, THEREFORE, for and in consideration of the rents, covenants, and agreements herein contained, CITY and TENANT agree as follows:

1. Premises. CITY hereby leases to TENANT the parcel depicted on "Exhibit A," attached hereto.

TENANT shall construct within one (1) year of the date first above written, improvements in accordance with the plans and specs on said parcel described in "Exhibit A," attached hereto. All improvements, now and any in the future, must meet all applicable state and local building codes, and shall be approved by CITY. TENANT shall use the improvements and premises for aeronautical purposes in accordance with the provisions of paragraph 34.

Within sixty (60) days after the completion of the building, TENANT shall complete preparation of appropriate excavation and installation of base course in preparation for asphalt pavement extending from the building to the taxiway and Eighty feet (126') wide. TENANT shall pay for 100 percent of the preparation and base course, and CITY shall pay for the asphalt and the cost of laying the asphalt down. All site preparations for the road shall be done pursuant to CITY specifications and shall be approved by CITY prior to CITY paving the area.

2. Lease Fees. TENANT shall pay to CITY for the lease of the parcel twelve cents (12¢) per square foot (116' x 132') per year, which payment shall be paid to the City Treasurer on an annual basis no later than the 5th day of January in the year for which the payment is due. The lease payment for 2020 shall be prorated and shall reflect the months from the date of occupancy to the end of the year. (Taxes shall reflect the improvements as of the legal date of assessment value [currently January 1]). This lease amount shall be adjusted annually to reflect the change in the Consumer Price Index from September 30 the previous year.

3. Term of Agreement. The initial term of this Agreement shall be for a period of twenty (20) years commencing on the date above first written. This lease shall be automatically renewed, without notice from either party, on identical terms for a like successive term, unless

either party shall, at least forty-five (45) days before the expiration of the lease, notify the other in writing of the termination of the lease.

4. Utilities and Taxes. TENANT agrees to pay all utilities, taxes, and phone bills, including but not limited to bills for electricity, gas, sewer, and water. TENANT agrees to install or cause to be installed on the leased premises meters for all utilities to be used on the leased premises and to pay any and all costs and expenses incurred as a result of the installation and use of such utilities.

5. Improvements. Except as provided in paragraph 1, TENANT shall not make any structural alterations, additions or improvements to the building or leased premises without the consent of CITY, which consent will not unreasonably be withheld, in those cases where TENANT provides it with plans and specifications for the same evidencing alterations, additions, and improvements of substantially the same appearance, standards, and quality as the construction specified in paragraph 1 and there is sufficient, in the opinion of CITY, land for the improvements. TENANT shall have the right to make, without CITY's consent, such nonstructural alterations, additions, and improvements to the building and leased premises that TENANT desires in order to conduct its operations on the leased premises.

6. Compliance with Laws. TENANT shall at all times comply with the airport rules and regulations, federal, state, and municipal laws, ordinances, codes, and other regulatory measures, now in existence or as may be hereafter modified and amended, applicable to the specific type of operation contemplated by it. TENANT shall procure and maintain during the term of this agreement all licenses, permits, and other similar authorizations required for the conduct of its aircraft operations.

7. Liens. TENANT agrees to promptly pay all sums legally due and payable on account of any labor performed on or materials furnished for the leased premises. TENANT shall not permit any liens to be placed against the leased premises on account of labor performed or material furnished; and in the event such a lien is placed against the leased premises, TENANT agrees to save CITY harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.

8. Development. CITY reserves the right to further develop or improve the landing and public areas, including ramp space of the airport, as it sees fit regardless of the desires or views of TENANT and without interference or hindrance; provided, however, that no such development or improvement shall for a period in excess of sixty (60) days limit or violate TENANT's rights under this lease agreement or otherwise violate any federal, state, or local law, ordinance, rule, or regulation.

9. Subordination. This lease agreement shall be subordinate to the provisions of any existing or future agreement between CITY and the United States Government relative to the operation or maintenance of the airport, the execution of which has been, or may be, required as a condition precedent to the expenditure of federal funds for the development of the airport. Should the effect of any such agreement with the United States Government be to take the leased premises or building or any portion of either or substantially destroy the commercial value of either, then, within thirty (30) days after the occurrence of such event, CITY shall terminate this lease

agreement and purchase the building from TENANT, which purchase price shall be the fair market value of the building as of the day of the "taking."

10. Air and Noise. CITY hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the leased premises, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the airport, and the right to pursue all operations of the airport; provided, however, that no such rights or the exercise thereof shall limit or violate TENANT's rights under this lease agreement.

11. Restrictions on Obstructions. CITY reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent TENANT from erecting, or permitting to be erected, any building or other structure on the airport, which, in the opinion of CITY, would limit the usefulness of the airport, or constitute a hazard to aircraft.

12. Assignment. Subject to paragraph 25, TENANT shall not assign its rights and obligations under this lease agreement nor assign any part of the leased premises to a third party, but may sublet the leased premises to a third party without CITY approval, provided that the leased premises is used solely for aircraft storage.

13. Automobile Parking Lot. TENANT and TENANT's guests may use the parking lot area along with other members of the public and individuals utilizing the Airport.

14. Signs. TENANT agrees that no signs, lighting or advertising matter shall be erected without the written consent of CITY.

15. Insurance. TENANT shall maintain on the parcel and its improvements fire and extended coverage insurance in an amount at least equal to the assessed valuation of the improvements as well as liability coverage with a minimum combined single limit in an amount not less than \$1 million dollars of liability per occurrence for Bodily Injury and Property Damage. The liability coverage amount shall be raised by TENANT when and as necessary, during the term of the lease, to correspond to requirements of CITY.

16. Hold Harmless. TENANT agrees to indemnify and hold harmless CITY, its employees, agents, officers and officials, whether hired, appointed or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to TENANT's operations on the demised premises or on any premises owned by CITY and adjacent thereto and/or as a result of and/or due to the presence of TENANT on the demised premises or on premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this indemnification and hold harmless section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

17. Release. TENANT agrees to release CITY, its employees, agents, officers and officials, whether hired, appointed or elected, from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to TENANT's operations on the demised premises or on any premises owned by CITY and adjacent thereto and/or as a result of and/or due to the presence of TENANT on the demised premises or on premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this release section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

18. Rights in Common with Others. TENANT shall have the right, in common with others authorized so to do, to use all common areas of Airport, including runways, taxiways, aprons, roadways, parking lots, and any other common areas.

19. Obligations of CITY.

A. CITY shall plow snow promptly and as necessary for the operation of an airport, on the runways, hangar areas, tie-down areas, and any areas in the parking lot necessary for use by TENANT. CITY shall plow to within six (6) feet of TENANT's hangar door.

B. CITY shall maintain the surface of the runways, hangar areas, tie-down areas, and necessary areas of the parking lot in a condition which is reasonable, taking into consideration the required use.

20. City's Right of Entry. CITY shall have the right to, upon 24 hours' notice, inspect the premises during normal business hours in the company of TENANT or an agent or employee of TENANT for the purpose of examining the same and to ascertain if they are in good and safe repair and in compliance with the requirements contained herein, including compliance with all federal, state and local codes. In the event of an emergency, CITY shall have the right to enter the premises without advance notice to TENANT.

21. Acceptance of Premises. TENANT, by the execution of this Agreement, represents that it has inspected Airport and the leased parcel, and that it accepts the condition of the same as they now exist, and fully assumes all risks incident to the use thereof.

22. Outside Storage and Removal of Trash. TENANT will not store in a location susceptible to view by the public, any equipment, materials, supplies, or damaged or partially dismantled aircraft or other vehicles on the leased or adjacent premises. Any screens or other devices used to keep equipment, materials or supplies from view shall be subject to prior consent by CITY.

TENANT further agrees to remove or cause to be removed, at TENANT's expense, any trash, garbage or debris generated by TENANT's use of the leased premises and agrees not to

deposit any trash, garbage or debris on any part of Airport or the leased premises except temporarily in connection with collection or removal of the same.

23. Repair of Premises. TENANT shall, at its expense, keep, maintain, and repair the leased premises, the building and all improvements in good condition subject to normal wear and tear. Included in TENANT's obligations is cutting grass, weeds and other vegetation. In the event TENANT fails to comply with this subparagraph, CITY shall give notice to TENANT specifying the nature of TENANT's failure. In the event that TENANT fails within thirty (30) days of CITY's notice to cure such failure, CITY shall have the option either to cure such failure and to assess the costs thereof against TENANT, or to terminate this Agreement upon five (5) days' notice to TENANT. TENANT hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorneys' fees incurred by CITY in curing such failure within thirty (30) days after CITY's demand therefor.

24. Security. The parties hereby agree that TENANT assumes all responsibility and obligation for providing security on the leased premises.

TENANT shall not permit any security code provided by CITY to TENANT to be provided to any other person unless such person has been identified to and approved in advance by LANDLORD, or is an authorized employee of TENANT. Any guest or passenger of TENANT shall be personally escorted by the TENANT, or an authorized employee of TENANT, into and out of security gates of the Airport security fence.

25. Title and Right of First Refusal to Leasehold Improvements. TENANT shall retain the title to all buildings and other improvements constructed by TENANT on the leased premises. During the term of the lease, ownership may be transferable by TENANT upon CITY's written approval, which shall not be unreasonably withheld.

26. Termination of Lease. Upon termination at the end of the 20-year term or of any successive terms, TENANT shall have the following options:

A. At TENANT's option, all buildings and improvements may be removed from the leased premises at no cost to the CITY. TENANT shall restore leased premises to orderly condition.

B. At TENANT's option, all buildings and improvements located on the leased premises may be sold. CITY shall have the first right to purchase such buildings and improvements. In the event TENANT receives a bona fide written offer to purchase said buildings and improvements from a third party, CITY shall have the first right to purchase said buildings and improvements at the same price and on the same terms and conditions as are contained in such an offer to purchase. In the event CITY elects not to exercise its option of first right of refusal to purchase the buildings and improvements, the party purchasing said buildings and improvements will agree to lease the premises from the CITY, upon terms acceptable to CITY.

27. Cancellation by CITY. CITY may cancel this Agreement by giving TENANT sixty (60) days' advance, written notice upon or after any one of the following events of default:

A. The failure of TENANT to pay rent in the amount and at the times and in the manner herein provided, and where such failure shall continue for thirty (30) days or more after written notice thereof shall have been given to TENANT.

B. The abandonment by TENANT of the leased premises, except in connection with its surrender to an approved assignee, sublessee, mortgagee, or other party succeeding to TENANT's interests or portion thereof hereunder.

C. The default by TENANT in the performance of any covenant or agreement required herein to be performed by TENANT, and TENANT's failure to commence and diligently continue to correct such default after written notice of the default given by CITY, as above provided.

Failure of CITY to declare this Agreement terminated upon the default of TENANT for any of the reasons set out above shall not operate to bar or destroy the right of CITY to cancel this Agreement by reason of any subsequent violation of the terms of this Agreement. Further, the acceptance of rental by CITY for any period after a default of any of the terms, covenants or conditions by TENANT shall not be deemed a waiver of any right on the part of CITY to cancel this agreement.

Upon cancellation by CITY, CITY shall have the right to enter upon premises and building and, at its option, commence an action to take title.

28. Force Majeure. If, by reason of force majeure, either party is unable, in whole or in part, to carry out the agreements of such party on its part herein contained, such party shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes; lockout or threats of orders of any kind of the government of the United States or of Wisconsin, or any of their departments, agencies or officials, or any civil (except, in the case of CITY only, CITY) or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government (except, in the case of CITY only, CITY) and people; civil disturbances; explosions; damage, loss, breakage or accident to the buildings, leased premises or Airport; partial or entire failure of utilities; or any other cause or event not reasonably within the control of such party, it being agreed that the settlement strikes, lockouts and other industrial disturbances shall be entirely within the discretion of such party and such party shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties in such matters when such course is, in the judgment of such party, unfavorable to such party.

29. Nothing in this lease shall serve to transfer title to the land in any manner, from CITY to TENANT.

30. TENANT shall pay to CITY real estate taxes on the building and other improvements, as "Building on Leased Land."

31. Motor Vehicle Parking. TENANT may park motor vehicles inside the hangar or outside the hangar in an area that will not impede access to other hangars or block aircraft from

safely using the taxi-lane to taxi. Long term parking of vehicles or trailers outside the hangar is not permitted.

32. Visitors. TENANT shall be responsible for and cause TENANT's passengers, guests or employees to act in a manner that will not disturb other users of the Airport and to pay all reasonable charges for maintenance and repair of damages to the leased premises or Airport caused by TENANT or TENANT's passengers, guests or employees.

33. Notices. All notices required herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, properly addressed to the party to be notified as follows:

If to TENANT: _____

If to CITY: City Clerk
 407 Grant Street
 Wausau, WI 54403

34. Hangar Use.

A. The hangar shall be used for aeronautical purposes which include:

- (i.) Storage of active aircraft;
- (ii.) Final assembly of aircraft under construction;
- (iii.) Non-commercial construction of amateur-built or kit-built aircraft;
- (iv.) Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
- (v.) Storage of aircraft handling equipment such as towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.

B. Provided the hangar is used primarily for aeronautical purposes, non-aeronautical items may be stored in hangars provided the items do not interfere with the aeronautical use of the hangar. No items may be store outside of the hangar. Non-aeronautical items will be deemed to interfere with the aeronautical use of the hangar where the item or items:

- (i.) Impede the movement of aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar;
- (ii.) Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft;
- (iii.) Impede access to aircraft or other aeronautical contents of the hangar;
- (iv.) Are used for the conduct of a non-aeronautical business;
- (v.) Are stored in violation of airport rules and regulations, building codes or local

ordinances.

C. Hangars shall not be used as a residence.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day
of _____, 20__.

CITY:

CITY OF WAUSAU

BY _____
Robert B. Mielke, Mayor

BY _____
Mary Goede, Deputy Clerk

TENANT:

BY _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this_____day of_____, 20____, the above-named Robert B. Mielke, Mayor, and Mary Goede, Deputy Clerk of 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:_____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this_____day of_____, 20____, 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:_____

This instrument was drafted by Nathan K. Miller,
Assistant City Attorney for the City of Wausau.

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

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

Approving Agreement for the Management and Maintenance of a Stormwater facility (North Central Health Care – 1100 Lake View Drive)

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 19-0515

Date Introduced: February 11, 2020

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Capital Improvements and Street Maintenance Committee met on January 9, 2020 to review the agreement and recommends approval of an Agreement for the Management and Maintenance of a Stormwater Facility for North Central Health Care, for stormwater facilities on their property at 1100 Lake View Drive; now therefore

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

Approved:

Robert B. Mielke, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: January 9, 2020, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Gisselman, McElhaney, Rasmussen, Lawrence, Thao

Also Present: Mayor Mielke, Lindman, Wesolowski, Buckner, Alfonso, Niksich, Sippel, Pergolski, Mohelnitzky, Abbiehl, Barr, Peckham, Chimel

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

CONSENT AGENDA

- A. Approve minutes of the December 12, 2019 meeting**
- B. Action on Stormwater Maintenance Agreement for North Central Health Care expansion at 1100 Lake View Drive**
- C. Action on Storm Sewer Easement with T Bird Enterprises LLP at 1735 Merrill Avenue**

Lawrence moved to approve the consent agenda items. Thao seconded and the motion carried unanimously 5-0.

AGENDA ITEM
Action on Stormwater Maintenance Agreement for North Central Health Care expansion at 1100 Lake View Drive
BACKGROUND
The North Central Health Care facility expansion project consists of demolishing two wings of the existing building, adding two connected campus buildings (Nursing Tower & Pool) and two stand-alone buildings (Youth Hospital & Adult CBRF), adding/reconfiguring the majority of the parking lot surrounding the campus, removing/replacing extensive landscaped & treed area, and adding storm water management basins. To ensure properly functioning post-stormwater facilities year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a biennial basis. The attached maintenance agreement is attached for your review.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Staff recommends approval of the stormwater maintenance agreement.
Staff contact: TJ Niksich 715-261-6748

AGREEMENT FOR THE MANAGEMENT AND
MAINTENANCE OF A STORMWATER FACILITY

THIS AGREEMENT made this 31st day of January, 2020, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and Marathon County Health Center, a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER";

WITNESSETH:

WHEREAS, CITY has an interest in and an obligation for the development, management, and maintenance of stormwater facilities within the corporate limits of the City of Wausau, which interest and obligation is evidenced in CITY's stormwater management ordinance and in this agreement which is being entered into pursuant to that ordinance; and

WHEREAS, OWNER wishes to construct certain buildings on land in the City of Wausau, and as an inducement for CITY to grant to OWNER a permit to construct these improvements, OWNER wishes to enter into this agreement for the management and maintenance of a stormwater facility; and

WHEREAS, the specific provision of the Wausau Municipal Code which provides for stormwater management is Chapter 15.56 of the Wausau Municipal Code, which code provides for the routine and extraordinary post construction maintenance of a stormwater management facility, and such a facility is being herein installed for the use and benefit of the development of OWNER's property, and this agreement will specifically provide for the management and maintenance of that stormwater facility.

NOW, THEREFORE, the parties hereto agree as follows:

1. That attached hereto, and incorporated herein by reference, is "Exhibit A," a map upon which there is located certain improvements and storm water facilities, which are the subject of this agreement.
2. OWNER specifically agrees to maintain the storm water facilities in accordance with the schedules and procedures set forth in "Exhibit B" attached hereto and incorporated herein by reference.
3. OWNER specifically grants CITY access to, from and across the property encompassed in "Exhibit A" in order to evaluate and inspect the pond and, in addition to the detention pond, any other stormwater facilities, which evaluation and inspection will, from time to time, be necessary in order to ascertain that the practices concerning management and maintenance are being followed pursuant to CITY's stormwater management ordinances; CITY shall maintain, as a public record, the results of all site inspections, and shall recommend any corrective actions required to bring the stormwater management practices into proper operating condition.
4. Upon notification to OWNER that maintenance deficiencies exist on property, any corrective actions shall be undertaken by OWNER within a time frame as set forth by CITY, which time frame will be reasonable; should OWNER not satisfactorily complete any directives of CITY, as identified in any inspection report or directive, within the time frame provided by CITY, then the parties agree that CITY shall complete any corrective actions and the cost of those actions, including any administrative charges, shall be paid in full by OWNER or, in lieu thereof, shall be placed as a special assessment on the tax rolls of all of the property described on "Exhibit A" pursuant to Wisconsin Statutes.

Recording Area

Name and Return Address

City of Wausau Engineering Dept.
407 Grant Street
Wausau, WI 54403

PIN:

5. This agreement is being entered into pursuant to the provisions of Chapter 15.56 of the city ordinances of the City of Wausau, and the parties agree that OWNER will be bound by these provisions or any future amendments to these provisions or any separate provisions relating to stormwater management.
6. These covenants, agreements, and obligations provided for in this agreement shall travel with the land and be binding upon OWNER, its successors and assigns in perpetuity.

OWNER:

By: Troy Torgerson, Facility Planner

By: _____

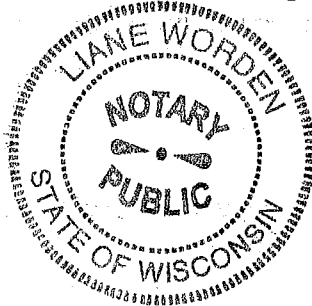
CITY OF WAUSAU:

By: _____
Robert B. Mielke, Mayor

By: _____
Toni Rayala, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 31st day of January, 2020, the above-named Troy Torgerson of Marathon County Health Center, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



Liane Worden
Notary Public, Wisconsin
My commission: 7/24/22

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 20__, the above-named Robert B. Mielke, Mayor, and Toni Rayala, Clerk of 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: _____

This instrument was drafted by the Engineering Department, City of Wausau, 407 Grant Street, Wausau, WI 54403.

EXHIBIT B

STORM WATER FACILITIES MAINTENANCE SCHEDULE AND PROCEDURES

FOR

NORTH CENTRAL HEALTH CARE
CAMPUS SITE DESIGN
1100 LAKE VIEW DRIVE
WAUSAU, WI 54403

THE PROJECT SITE IS LOCATED IN ALL OF CSM #3876 LOCATED IN PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ AND IN GOVERNMENT LOT 1 OF SECTION 11, AND IN GOVERNMENT LOT 7 OF SECTION 2, TOWNSHIP 28 NORTH, RANGE 7 EAST, IN THE CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

The Land Owner, MARATHON COUNTY HEALTH CENTER, their successors, and assigns, shall inspect and maintain the following structural and/or non-structural storm water treatment measures. Maintenance inspections by the Owner shall take place at a minimum of twice per year, typically spring and fall, following Owner's acceptance of the Project from the Site Contractor. Owner shall maintain a written inspection and maintenance log.

Maintenance and inspection shall be performed within the storm water facilities depicted in **Exhibit A**.

1. DEBRIS: Removal of trash, debris, and noxious weeds should be done on a regular basis to maintain aesthetics and functionality of the stormwater facilities on the site.
2. STORM SEWER PIPES AND STRUCTURES: Remove accumulated sediment and/or debris from the storm sewer structures, piping, sumps, curb gutters, inlets and outfalls on the site.
3. RIPRAP: Inspect riprap and repair/replace as needed to protect from erosion and maintain function of riprap.
4. MOWING: Mow pond side slopes, swales, and embankments to promote aesthetics and control weed growth and establishment of woody vegetation. Do not allow brush to accumulate or woody vegetation to grow within swales or ponds.
5. SEDEMENTATION: Remove accumulated sediment from the swales and/or ponds once the sediment interferes with functionality.
6. BIORETENTION PLANTING TREATMENTS: Replacement of dead plant life with new plant plugs of a mesic or wet prairie type designation per the WDNR approved plant list should be done as necessary to help maintain infiltration rates as the roots will assist with this. Replace or restore hardwood mulch within the bottom of the pond following rainfall events. The mulch will only be required during the first two growing seasons until the plantings are established.
7. BIORETENTION ENGINEERED SOIL MIX: Following rainfall events, verify the ability for the bioretention facilities to drain. If standing surface water is regularly present within the facility following 48 hours of dry weather, the engineered soil mix may need to be loosened or replaced to restore the infiltration rate. Plantings may be salvaged and replanted if work is done during spring or fall.
8. INFILTRATION PONDS: Immediately after rainfall events, verify the ability for the infiltration ponds to drain. If standing surface water is still observed within the facility following a typical rainfall event and 72 hours of subsequent dry weather, the bottom soils may need to be loosened or removed and replaced with sand to restore the infiltration rate. Pumping operations shall be employed to dewater as needed for maintenance activity.
9. SIDE SLOPES AND EMBANKMENTS: Inspect embankments and side slopes on the site for settlement and sloughing. Repair as required.
10. SNOW PLOWING: Do not stockpile additional snow within the bioretention ponds, infiltration ponds or swales as this will cause premature failure of the device due to compaction and added sediment.

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving or Denying Various Licenses as Indicated

Committee Action: Approved 3-0

Fiscal Impact: None

File Number: 20-0108

Date Introduced: February 11, 2020

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its January 20, 2020 meeting and has made recommendations that are attached hereto in the meeting minutes and recommends these actions to the Council for its approval, now therefore

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

Approved:

Robert B. Mielke, Mayor

CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE

January 20, 2020 Meeting

AGENDA ITEM # 2

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

ADDITIONAL INFORMATION

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

1. **Denial Recommendation: Operators Licenses - New** for 1) **Chad Duwe**: Applied and was denied In January 2019. Felony convictions in 2013 and 2015 for Bail Jumping and Domestic Repeater; 2) **Brianna Kriesel**: 2nd OWI conviction in April 2019 and marijuana conviction in October 2019.
2. **Class I Special Events**: 2020 ChalkFest Wausau, July 11 – 12, 2020, The 400 Block, Wausau Events

STAFF RECOMMENDATION

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

Mary Goede, Deputy Clerk

Date of Report: January 16, 2020

(715) 261-6621

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, January 20, 2020, at 5:15 pm, (Council Chambers)

Members Present: Rasmussen, Herbst, and McElhaney

Members Excused: Peckham, Lawrence

Others Present: Alfonso, Goede, Barteck, Bliven, Mielke

Consider approval or denial of various license applications

Rasmussen stated there were two Operator License applications that were recommended for denial for Chad Duwe and Brianna Kriesel. It was noted that neither applicants was present to address the committee.

Motion by McElhaney, second by Herbst to approve or deny license applications as recommended by staff. Motion carried 3-0.

**It was subsequently determined after this meeting that the criminal record submitted for Brianna Kriesel indicating a 2nd OWI conviction was the wrong record belonging to another individual. Based on the corrected record Chief Bliven changed his recommendation from denial to approval for Brianna Kriesel.*



PHS Date 01/20/2020

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
131236	9010 - Bartender/Operator New	CANTRELL, KENDALL	714 WERLE AVE WAUSAU WI 54401		KRIST OIL	12/20/2019	06/30/2020	Yes	Yes	
131371	9010 - Bartender/Operator New	COLLIER, WESLEY	PO BOX 21 SCHOFIELD WI 54476		THE STORE #62	01/03/2020	06/30/2020	Yes	Yes	
131492	9010 - Bartender/Operator New	CRAPS, DERRICK	701 ELM ST WAUSAU WI 54401		RSTORE #31	01/13/2020	06/30/2020	Yes	Yes	
131383	9010 - Bartender/Operator New	DREILING, STACEY	109 PARK BLVD WAUSAU WI 54401		2510 RESTAURANT	01/03/2020	06/30/2020	Yes	Yes	
130988	9010 - Bartender/Operator New	DUWE, CHAD	630 NINA AVE WAUSAU WI 54403		TRIG'S WAUSAU	12/10/2019	06/30/2020	No	No	
131398	9010 - Bartender/Operator New	HANAMANN, LAURA	1341 PROSPECT AVE WAUSAU WI 54403		KWIK TRIP #728	01/06/2020	06/30/2020	Yes	Yes	
131373	9010 - Bartender/Operator New	KRIESEL, BRIANNA	1711 W THOMAS ST WAUSAU WI 54401		KRIST OIL	01/03/2020	06/30/2020	Yes	Yes	
131276	9010 - Bartender/Operator New	OWEN, STEPHANIE	707 E THOMAS ST WAUSAU WI 54403		HOLIDAY GAS STATION	12/26/2019	06/30/2020	Yes	Yes	
131136	9010 - Bartender/Operator New	PETH, WESLEY	302 1/2 S 1ST AVE APT 6 WAUSAU WI 54401		DEN MAR TAVERN	12/13/2019	06/30/2020	Yes	Yes	
131349	9010 - Bartender/Operator New	RICHLING, KAITLYN	802 1/2 YOUNG ST Wausau WI 54403		M & R STATION	12/31/2019	06/30/2020	Yes	Yes	
131238	9010 - Bartender/Operator New	RICHTER, AMBER	102 BIRCH ST MOSINEE WI 54455		KRIST FOOD MART #89	12/20/2019	06/30/2020	Yes	Yes	
131188	9010 - Bartender/Operator New	SPATZ, ARIEL	1132 S 7TH AVE WAUSAU WI 54401		KRIST FOOD MART #89	12/17/2019	06/30/2020	Yes	Yes	
131475	9010 - Bartender/Operator New	STREVELER, BROOKE	1967 THOMAS ST APT 12 KRONENWETTE R WI 54455		2510 RESTAURANT	01/10/2020	06/30/2020	Yes	Yes	



PHS Date 01/20/2020

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
131122	9010 - Bartender/Operator New	WHITE, KATHRYN	1025 S 4TH AVE WAUSAU WI 54401		KRIST FOOD MART #89	12/12/2019	06/30/2020	Yes	Yes	
118045	9012 - Bartender/Operator 2-Yr Lapsed	YANG, TRUE	1832 NORWAY LN KRONENWETTE R WI 54455		NEWCH'S EATERY	01/14/2020	06/30/2021	Yes	Yes	
131416	9026 - Class I	NOWAK, MADISON	316 SCOTT ST WAUSAU WI 54403	2020 CHALKFEST on JULY 11 - 12, 2020 Organized by WAUSAU EVENTS / CHALKFEST COMMITTEE						Yes
131569	9069 - Temporary Class B Retailer (Picnic)	PITEK, JUDY	200 WASHINGTON ST STE 120 WAUSAU WI 54403		WAUSAU AREA CHAMBER OF COMMERCE					Yes
131088	9053 - Quadricycle Driver	WERNER, KARI	619 S 20TH AVE #C WAUSAU WI 54401		SPOKEEASY	12/23/2019	12/31/2020	Yes	Yes	
131378	9080 - Public Transport Driver New	BURGER, CHRISTOPHER	1025 S 4TH AVE WAUSAU WI 54401		NORTHWOODS CAB	01/03/2020	06/30/2020	Yes	Yes	
131219	9080 - Public Transport Driver New	GILLESPIE, KENNETH	3103 MEURET LANE WAUSAU WI 54403		NORTHWOODS CAB	12/19/2019	06/30/2020	Yes	Yes	
131484	9080 - Public Transport Driver New	PRATT, JUSTICE	1309 TORNEY AVE WAUSAU WI 54403		NORTHWOODS CAB	01/13/2020	06/30/2020	Yes	Yes	
131296	9080 - Public Transport Driver New	WRIGHT, ALEXANDER	1302 PANSY LN WAUSAU WI 54401		NORTHWOODS CAB	12/27/2019	06/30/2020	Yes	Yes	
131376	9080 - Public Transport Driver New	YSQUIERDO, JESSICA	126 E CHELLIS ST WAUSAU WI 54401		NORTHWOODS CAB	01/03/2020	06/30/2020	Yes	Yes	



PHS Date 01/20/2020

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
------------	-------------	------	---------	---------	----------	----------	--------	--------	-----	---------

Total Licenses

23

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

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Approving developers agreement with T Bird Enterprises, LLP and Back Forty Properties, LLC for storm water management facilities

Committee Action: Approved 5-0

Fiscal Impact: Payment of \$16,594

File Number: 20-0114

Date Introduced: February 11, 2020

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☐	No ☒	
	Included in Budget:	Yes ☐	No ☐	Budget Source:
	One-time Costs:	Yes ☐	No ☐	Amount:
	Recurring Costs:	Yes ☐	No ☐	Amount:
SOURCE	Fee Financed:	Yes ☐	No ☐	Amount:
	Grant Financed:	Yes ☐	No ☐	Amount:
	Debt Financed:	Yes ☐	No ☐	Amount Annual Retirement
	TID Financed:	Yes ☐	No ☐	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐			

RESOLUTION

WHEREAS, when Highway U/K and US 51 interchange was reconstructed, a storm water pond was constructed and oversized to provide additional storage for future development; and

WHEREAS, the City paid the State \$45,045 to provide additional storage with the developers of the adjacent properties being responsible for the payment when the properties are developed; and

WHEREAS, your CISM Committee, at their October 11, 2018 meeting, approved a request from the developer for a reduced payment amount of \$16,594; and

WHEREAS, the developer is now looking to market the properties and wishes to enter into a developers agreement for the payment of the storm water pond; and

WHEREAS, your CISM Committee, at their January 9, 2020 meeting, recommended entering into a developers agreement with the developers, T Bird Enterprises, LLP and Back Forty Properties, LLC, for a payment of \$16,594 which represents the developers' share of the construction of the storm water pond which shall be due on or before January 1, 2024 or the sale of any or all of the lands located north of Merrill Avenue more particularly described as 1731 or 1735 Merrill Avenue whichever is earlier, and the execution of an easement for storm water conveyance which was approved by Council on January 28, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby directed to enter into a developers agreement with T Bird Enterprises, LLP and Back Forty Properties, LLC for the payment of \$16,594 which represents the developers' portion of the storm water pond construction and to execute a storm water easement.

Approved:

Robert B. Mielke, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: January 9, 2020, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Gisselman, McElhaney, Rasmussen, Lawrence, Thao

Also Present: Mayor Mielke, Lindman, Wesolowski, Buckner, Alfonso, Niksich, Sippel, Pergolski, Mohelnitzky, Abbiehl, Barr, Peckham, Chimel

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 Developers Agreement for T Bird Enterprises and Back Forty Properties, Merrill Avenue

Wesolowski explained this was previously before CISM to approve the payment amount of \$16,594. At the time there wasn't a Developers Agreement as to how the payment would be collected. Per the proposed agreement, payment will be made upon sale of the property or within 5 years. This opens up the opportunity for development and firms up the agreement as to maintaining the pond and where stormwater will go with future development.

Rasmussen moved to approve the Developers Agreement for T Bird Enterprises and Back Forty Properties, Merrill Avenue. McElhaney seconded and the motion carried unanimously 5-0.

AGENDA ITEM

Developers Agreement for T Bird Enterprises and Back Forty Properties, Merrill Avenue

BACKGROUND

During the reconstruction of the CTH U/K interchange the WDOT and the City of Wausau worked with the above property owners to install storm sewer across the property. Terms worked out as part of the State/Municipal agreement stated the property would be allowed to discharge storm water to the storm water pond constructed by the WDOT as part of the project. Terms of the financial contributions of the property were previously approved at CISM. This agreement formalizes the terms of the agreement.

Council should note some changes were made to the developers agreement after CISM's approval on January 9, 2020.

1. Paragraph 1, Subject Area, 1510 Arlington Lane was removed, the property is not owned by the T-Bird or Back Forty Properties and is not part of this agreement.
2. Paragraph 6, Easement, 1741 Arlington Lane changed to 1735 Arlington Lane, this address changed when the parcels were combined and the County assigned a new address.
3. Paragraph 8, Lien on Unpaid Charges, reference to 1510 Arlington Lane removed.
4. Attachment A, the map was updated to exclude 1510 Arlington Lane.

FISCAL IMPACT

The City will receive a payment of \$16,594.

STAFF RECOMMENDATION

Staff recommends approval of the Developer Agreement.

Staff contact: Allen Wesolowski 715-261-6762

AGREEMENT BETWEEN THE CITY OF WAUSAU and T BIRD ENTERPRISES, LLP
AND BACK FORTY PROPERTIES, LLC

THIS AGREEMENT made this _____ day of _____, 2020, by and between the City of Wausau, a municipal corporation, hereinafter referred to as "CITY," and T Bird Enterprises, LLP and Back Forty Properties, LLC, together referred to as "OWNER";

WITNESSETH:

WHEREAS, OWNER owns land within the city limits of the City of Wausau, which land OWNER wishes to redevelop at some point in the future; and

WHEREAS, OWNER'S redevelopment efforts will cause the need for post construction storm water management compliance; and

WHEREAS, CITY has agreed to provide regional storm water management facilities available for use by OWNER within Pond B constructed under Wisconsin Department of Transportation Project No. 1170-01-70; and

WHEREAS, OWNER has agreed to pay its proportionate share of the Pond B construction; and

WHEREAS, the purpose of this document is to codify into a development agreement exactly what OWNER agrees to do and what CITY/UTILITY agrees to do.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subject Area. Attached hereto and incorporated herein by reference is Exhibit A depicting the subject properties. The subject properties are more particularly described as:

South of Merrill Avenue

- 1418 Arlington Lane
- 1502 Arlington Lane
- 1504 Arlington Lane
- 1522 Arlington Lane
- 1728 Merrill Avenue
- 1732 Merrill Avenue
- 1740 Merrill Avenue

North of Merrill Avenue

- 1731 Merrill Avenue
- 1735 Merrill Avenue

2. Storm Water Pond B Construction Cost and Payment. CITY and OWNER agree OWNER's proportionate share of the construction cost of Pond B shall be \$16,594 as agreed upon at the October 11, 2018 meeting of the Capital Improvements and Street Maintenance Committee of the City of Wausau. OWNER agrees to reimburse CITY \$16,594 on or before the first of one of the following events; 1.) January 1, 2024 or 2.) The sale of any or all of the lands located North of Merrill Avenue more particularly described as 1731 or 1735 Merrill Avenue.

3. Storm Water Pond B Performance. CITY agrees that upon full build-out of OWNER's property, Pond B:
 - 1.) will provide an anticipated 70.27% reduction of total suspended solids, exceeding the 40% total suspended solids reduction requirement.
 - 2.) will have a peak flow in its post-development condition that does not exceed peak flow from that of the pre-development condition during the 2-year, 10-year, and 100-year, 24-hour storm events.
4. Stormwater Facilities Maintenance. The CITY will maintain Pond B in accordance with all applicable regulation at CITY's expense.
5. Storm Sewer Connection. OWNER can connect to the existing storm sewer facilities located within 1731 and 1735 Merrill Avenue (lands North of Merrill Avenue) and adjacent to 1728 Merrill Avenue and within the Merrill Avenue public right-of-way (lands South of Merrill Avenue) upon the issuance of CITY permits at no cost to the OWNER.
6. Easement. OWNER shall dedicate or cause to be dedicated an easement for storm water conveyance over and across 1735 Merrill Avenue. The intent of said easement is for the existing storm sewer piping in place as of the date of this agreement.
7. Waiver of Notice. OWNER, for itself, its successors and assigns, waives any notice and statutory procedures required under Chapter 66 of the Wisconsin Statutes and/or any successor statute, and under CITY ordinances, and any other requirements under the law regarding special assessments and/or impact fees, and OWNER, for itself, its successors and assigns, agrees that the fees established by CITY and as outlined in this agreement shall be placed as a lien on each individual lot, without notice and without further action.
8. Lien on Unpaid Charges. OWNER agrees that this agreement constitutes and is evidence of a lien and encumbrance on each lot within the subject lands that it will be recorded and shall run with the land and shall bind OWNER, its successors and assigns in perpetuity, or until the fee on each lot is paid in full, in the case where a fee is due.
9. Term. The understandings and agreements within this document shall constitute an Agreement between the CITY and the Owner running with the land and its successors and assigns.

[SIGNATURE PAGE FOLLOWS]

CITY OF WAUSAU

T Bird Enterprises, LLP

BY _____
Robert B. Mielke, Mayor

BY _____
Thomas A. Radenz, Managing Partner

BY _____
Mary A. Goede, Deputy Clerk

BY _____
Witness

Back Forty Properties, LLC

BY _____
Jay T. Nieuwenhuis, Managing Member

BY _____
Witness

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2020, the above named Robert B. Mielke, Mayor, and Mary A. Goede, Deputy Clerk of 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: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2020, the above named Thomas A. Radenz to me known to be the person who executed the foregoing instrument and acknowledged the same.

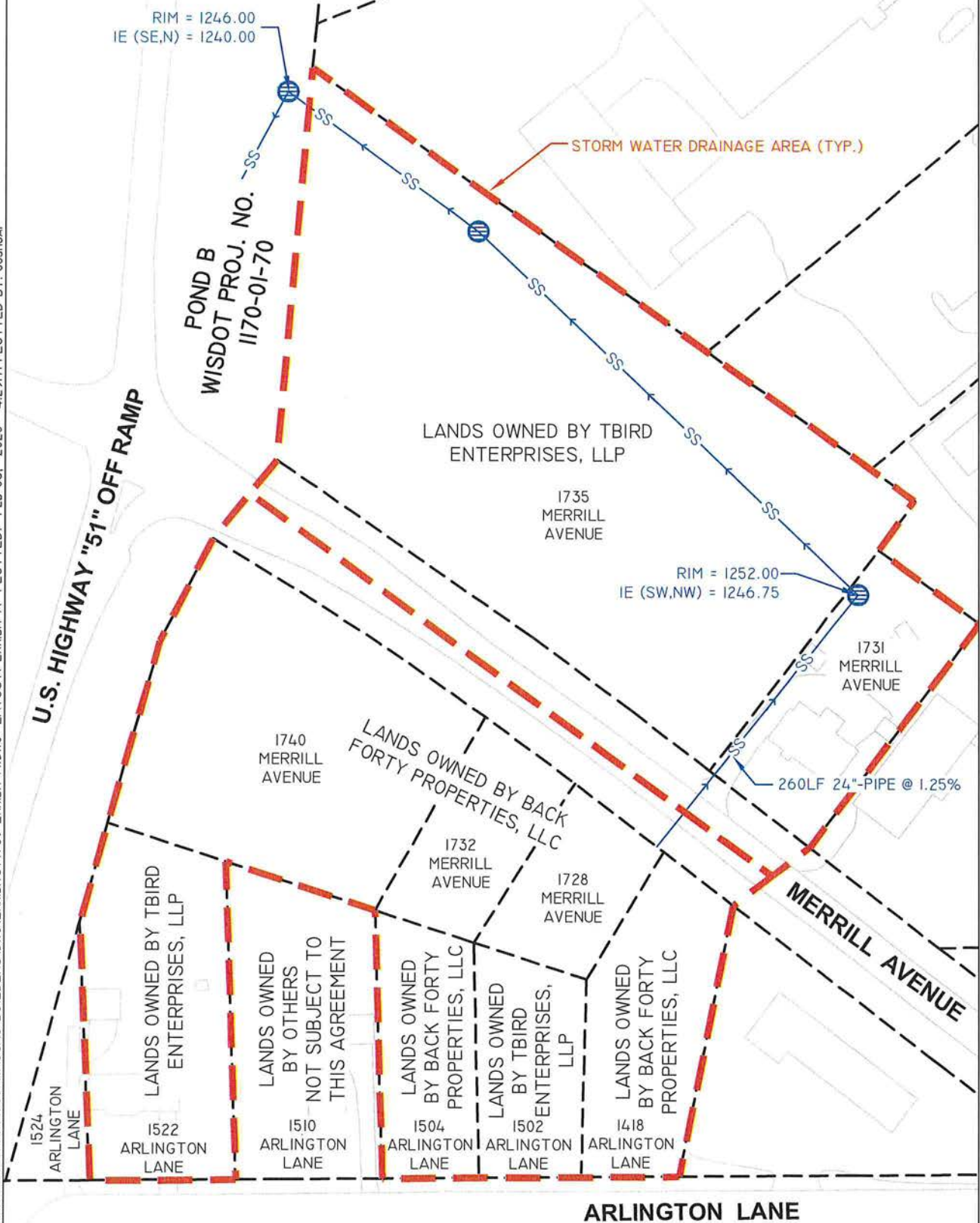
Notary Public, Wisconsin
My commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2020, the above named Jay T. Nieuwenhuis to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

DRAWING FILE: P:\4700-4799\4789 WAUSAU BUILDERS\DWG\EXHIBITS\4789 EXHIBIT A.DWG LAYOUT: EXHIBIT A PLOTTED: FEB 03, 2020 - 4:29pm PLOTTED BY: JOSHUA P



ARLINGTON LANE

REI Engineering, INC.

STORM SEWER CONCEPT/DRAINAGE AREA
MERRILL AVENUE NEIGHBORHOOD
WAUSAU, WISCONSIN

FIGURE : EXHIBIT "A"

PROJECT NO.

4789

DRAWN BY:

JWP

DATE:

2/3/2020

Resolution No. _20-0205____

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY
\$5,120,000 WATER SYSTEM AND SEWER SYSTEM REVENUE BOND ANTICIPATION
NOTES, SERIES 2020A

WHEREAS, the City of Wausau, Marathon County, Wisconsin (the "City") is presently in need of approximately \$5,120,000 for the public purpose of refunding its outstanding Water System and Sewer System Revenue Bond Anticipation Notes, Series 2018B, dated December 4, 2018 which matures on April 1, 2020 and which financed additions, extensions and improvements to the City's water system and sewer system (the "Project"); and

WHEREAS, for the purpose of financing the Project, the City intends in the future to issue and sell long-term revenue bonds (collectively, the "Permanent Bonds") payable solely from the income and revenues of the City's water system and sewer system, pursuant to the provisions of Section 66.0621, Wis. Stats.; and

WHEREAS, it is now desirable to anticipate the issuance of the Permanent Bonds and to provide continued interim financing for the Project by the issuance and sale of water system and sewer system revenue bond anticipation notes pursuant to Section 66.0621, Wis. Stats.

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

Section 1. The Notes. The City shall issue its Water System and Sewer System Revenue Bond Anticipation Notes, Series 2020A in an amount of approximately \$5,120,000 (the "Notes") for the purpose above specified.

Section 2. Sale of Notes. The Common Council hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Notes to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with Ehlers) shall cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Adopted, approved and recorded February 11, 2020.

Robert B. Mielke
Mayor

ATTEST:

Mary Goede
Deputy City Clerk

(SEAL)



TO: FINANCE COMMITTEE

FROM: MARYANNE GROAT

DATE: February 5, 2020

RE: Resolution for Sale of \$5,120,000 Water and Sewer System Revenue Bond Anticipation Notes

December 4th 2018, the City received the proceeds of the \$5,055,000 Water System & Sewer System Revenue Bond Anticipation Notes, 2018B. The proceeds of the notes paid debt issuance costs of \$31,650 and the balance was available for paying engineering costs associated with the design work for the new Water and Sewer Facilities. The notes were set to mature 4/1/2020 based upon Donohue Engineering's estimates of when the Clean Water and Safe Drinking Water funds would be available to permanently finance the costs.

While the project continues to move forward at an acceptable pace, the permanent financing is not yet available. As a result the City must extend the maturity date of these existing Bond Anticipation Notes until the permanent financing is available through the issuance of continued interim financing. The new issue, Water System and Sewer System Revenue Bond Anticipation Notes of \$5,120,000 will be sold on March XX, 2020. Ehlers has provided a presale report which is attached. The actual sale of the bonds would occur on March 10, 2020. The new anticipation notes have a final maturity of April 1, 2022 but can be called any time after 10/1/2020.

A summary of the activity of the 2018B issue to date is:

Funds Deposited into the Construction Account	\$5,050,950.30
Interest Income through December 31, 2019	82,942.87
Engineering Draws	<u>(3,653,553.72)</u>
Account Balance 1/31/2020	\$1,480,339.45
Interest Payments paid/payable by Utility Operations	
4/1/2019	49,286.25
10/1/2019	75,825.00
4/1/2020	<u>75,825.00</u>
Total Interest	200,936.25

This resolution will be considered by the Common Council the same evening.

February 11, 2020

Pre-Sale Report for

City of Wausau, Wisconsin

\$5,120,000 Water System & Sewer System
Revenue Bond Anticipation Notes, Series 2020A



Prepared by:

Philip Cosson, CIPMA
Senior Municipal Advisor / Chairman of the Board

Jon Cameron, CIPMA
Senior Municipal Advisor / Vice President

Executive Summary of Proposed Debt

Proposed Issue:	\$5,120,000 Water System & Sewer System Revenue Bond Anticipation Notes, Series 2020A
Purposes:	The proposed issue would pay the City's 2018 Water System and Sewer System Revenue Bond Anticipation Note at maturity. Debt service will be paid from utility revenues. The interest rate on the obligation proposed to be refunded is 3%. The refunding would extend the term over which the refunded obligations will be repaid by two years.
Authority:	The Bonds are being issued pursuant to Wisconsin Statutes, Section 66.0621(4)(L).
Term/Call Feature:	The Bonds are being issued for a term of 2 years. Principal on the Bonds will be due on April 1, 2022. Interest is payable every six months beginning October 1, 2020. The Bonds will be subject to prepayment at the discretion of the City on October 1, 2020 or any date thereafter.
Bank Qualification:	Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as "bank qualified" obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.
Rating:	The City's most recent short-term bond issues were rated by Moody's Investors Service. The current ratings on those bonds are "MIG 1". The City will request a new rating for the Bonds. If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City's bond rating if the bond rating of the insurer is higher than that of the City.
Basis for Recommendation:	Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of Bonds as a suitable option based on: The City's need for interim financing until long-term financing is available.

Method of Sale/Placement:	We will solicit competitive bids for the purchase of the Bonds from underwriters and banks. We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction. If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.
Premium Pricing:	In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.” The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or “discount”) but will pay the remainder of the premium to the City. For this issue of Bonds, any premium amount received may: be retained; used to reduce the issue size; or combination thereof. These adjustments may slightly change the true interest cost of the original bid, either up or down. We anticipate using any premium amounts received to reduce the issue size. The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City’s objectives for this financing.
Review of Existing Debt:	We have reviewed all outstanding indebtedness for the City and find that, other than the obligations proposed to be refunded by the Bonds, there are no other refunding opportunities at this time. We will continue to monitor the market and the call dates for the City’s outstanding debt and will alert you to any future refunding opportunities.
Continuing Disclosure:	Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds and has contracted with Ehlers to prepare and file the reports.
Arbitrage Monitoring:	Because the Bonds tax-exempt obligations, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the

	issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Tax Exemption Certificate prepared by your Bond Attorney and provided at closing. We recommend that you regularly monitor compliance with these rules and/or retain the services of a qualified firm to assist you.
Investment of and Accounting for Proceeds:	In order to more efficiently segregate funds for this project and maximize interest earnings, we recommend using an investment advisor, to assist with the investment of bond proceeds until they are needed to pay project costs. Ehlers Investment Partners, a subsidiary of Ehlers and registered investment advisor, will discuss an appropriate investment strategy with the City.
Other Service Providers:	This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us. Bond Counsel: Quarles & Brady LLP Disclosure Counsel (if using): Quarles & Brady LLP Paying Agent: Bond Trust Services Corporation Rating Agency: Moody's Investors Service, Inc.

Proposed Debt Issuance Schedule

Pre-Sale Review by Common Council:	February 11, 2020
Due Diligence Call to review Official Statement:	Week of February 24, 2020
Conference with Rating Agency:	Week of February 24, 2020
Distribute Official Statement:	On or about March 3, 2020
Common Council Meeting to Award Sale of the Bonds:	March 10, 2020

Estimated Closing Date:	March 26, 2020
Redemption Date for Bonds Being Refunded:	April 1, 2020

Attachments

Estimated Sources and Uses of Funds
Estimated Proposed Debt Service Schedule
Refunding – Water Portion
Refunding – Sewer Portion

Ehlers Contacts

Municipal Advisors:	Philip Cosson	(262) 796-6161
	Jon Cameron	(262) 796-6179
Disclosure Coordinator:	Sue Porter	(262) 796-6167
Financial Analyst:	Kathy Myers	(262) 796-6177

The Preliminary Official Statement for this financing will be sent to the Common Council at their home or email address for review prior to the sale date.

City of Wausau, WI

\$5,120,000 Revenue Bond Anticipation Note, Series 2020A

Issue Summary

Dated: March 26, 2020

Total Issue Sources And Uses

Dated 03/26/2020 | Delivered 03/26/2020

	CR 2018 RBAN Water	CR 2018 RBAN Sewer	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$1,030,000.00	\$4,090,000.00	\$5,120,000.00
Transfers from Prior Issue Debt Service Funds	15,225.00	60,600.00	75,825.00
Total Sources	\$1,045,225.00	\$4,150,600.00	\$5,195,825.00
Uses Of Funds			
Total Underwriter's Discount (0.500%)	5,150.00	20,450.00	25,600.00
Municipal Advisor	3,118.16	12,381.84	15,500.00
Disclosure Counsel	1,327.73	5,272.27	6,600.00
Bond Counsel	2,212.89	8,787.11	11,000.00
Rating Agency Fee..Moody's MIG	1,005.86	3,994.14	5,000.00
Deposit to Current Refunding Fund	1,030,225.00	4,100,600.00	5,130,825.00
Rounding Amount	2,185.36	(885.36)	1,300.00
Total Uses	\$1,045,225.00	\$4,150,600.00	\$5,195,825.00

City of Wausau, WI

\$5,120,000 Revenue Bond Anticipation Note, Series 2020A

Issue Summary

Dated: March 26, 2020

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/26/2020	-	-	-	-	-
10/01/2020	-	-	92,088.88	92,088.88	-
04/01/2021	-	-	89,600.00	89,600.00	181,688.88
10/01/2021	-	-	89,600.00	89,600.00	-
04/01/2022	5,120,000.00	3.500%	89,600.00	5,209,600.00	5,299,200.00
Total	\$5,120,000.00	-	\$360,888.88	\$5,480,888.88	-

Yield Statistics

Bond Year Dollars	\$10,311.11
Average Life	2.014 Years
Average Coupon	3.4999999%
Net Interest Cost (NIC)	3.7482758%
True Interest Cost (TIC)	3.7598812%
Bond Yield for Arbitrage Purposes	3.4997785%
All Inclusive Cost (AIC)	4.1500765%

IRS Form 8038

Net Interest Cost	3.4999999%
Weighted Average Maturity	2.014 Years

City of Wausau, WI

\$1,015,000 Revenue Bond Anticipation Note, Series 2018B

Water

Dated: December 4, 2018

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
03/26/2020	-	-	-	-	-	-	-
04/01/2020	1,015,000.00	15,225.00	1,030,225.00	1,015,000.00	3.000%	15,225.00	1,030,225.00
Total	\$1,015,000.00	\$15,225.00	\$1,030,225.00	\$1,015,000.00	-	\$15,225.00	\$1,030,225.00

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	3/26/2020
Average Life	0.014 Years
Average Coupon	3.0000236%
Weighted Average Maturity (Par Basis)	0.014 Years
Weighted Average Maturity (Original Price Basis)	0.014 Years

Refunding Bond Information

Refunding Dated Date	3/26/2020
Refunding Delivery Date	3/26/2020

City of Wausau, WI

\$4,040,000 Revenue Bond Anticipation Note, Series 2018B

Sewer

Dated: December 4, 2018

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
03/26/2020	-	-	-	-	-	-	-
04/01/2020	4,040,000.00	60,600.00	4,100,600.00	4,040,000.00	3.000%	60,600.00	4,100,600.00
Total	\$4,040,000.00	\$60,600.00	\$4,100,600.00	\$4,040,000.00	-	\$60,600.00	\$4,100,600.00

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	3/26/2020
Average Life	0.014 Years
Average Coupon	2.9999941%
Weighted Average Maturity (Par Basis)	0.014 Years
Weighted Average Maturity (Original Price Basis)	0.014 Years

Refunding Bond Information

Refunding Dated Date	3/26/2020
Refunding Delivery Date	3/26/2020