



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, March 22, 2022 at 6:30 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Patrick Peckham, Michael Martens, Tom Kilian, Tom Neal, Jim Wadinski, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Deb Ryan

	Call to Order
	Pledge of Allegiance / Roll Call / Proclamations
Public Comment:	Pre-registered citizens for matters appearing on the agenda and other public comment.
Communications:	Organizational Excellence Award given out at the Governor’s WEDA Conference to MCDEVCO Legacy Award through the Governor’s Financial Literacy Awards to Pam Anderson

File #	CMT	Consent Agenda	ACT
22-0301	COUN	Minutes of previous meeting (3/8/22)	Place on file
22-0307	AIR & FIN	Joint Resolution Authorizing the execution of Airport Ground Lease – Keith Mathews	Approved 6-0 Approved 4-0
22-0308	AIR & FIN	Joint Resolution Authorizing the execution of Airport Ground Lease – MDB Ventures, LLC	Approved 6-0 Approved 4-0
22-0109	CISM & PLAN	Final Resolution Vacating and discontinuing an alley lying north of 410 North 6th Avenue between Oak Street, Cedar Street, N. 6th Avenue and N. 7th Avenue	Approved 5-0 Approved 6-0
98-1110	FIN	Resolution Modifying the Meal Allowance rate and the Employee Professional Development Policy	Approved 4-0

File #	CMT	Resolutions and Ordinances	ACT
22-0303		Mayor's Appointments	
14-0310	CISM	Resolution Approving Application for an Urban Nonpoint Source (UNPS) and Stormwater Management Construction Grant	Approved 5-0
21-0411	CISM	Ordinance Creating Ordinance Section 12.44.070 Installation of Parklets.	Approved 4-1
20-1109	FIN	Resolution Approving the 2021 budget modification to fund Recycling Fund Deficit	Approved 4-0
21-1109	FIN	Resolution Approving the 2022 budget modification to fund the 2022 sidewalk project	Approved 4-0
21-1109	FIN	Resolution Approving renewal of leaf baling equipment contract with Baumann Lawn Care & Landscaping LLC and amendment of terms and sole source justification	Approved 4-0
		Suspend Rules 6(B) Filing and 12(A) Referral of Resolutions (2/3 vote required)	
01-0725	COUN	Ordinance Amending Section 1.12.010 City wards, and amending Section 1.12.015, Aldermanic districts	Pending
21-1109	FIN	Resolution Approving the Budget Modification for the Purchase of Seven Buses through the VW State of Wisconsin Grant Assistance Program and Transit Reserves	Pending
03-0306	FIN	Resolution Authorizing the write off of certain uncollectible delinquent personal property tax accounts from the City’s accounting records	Pending
		Public Comment & Suggestions	

Adjournment

Signed by Katie Rosenberg, Mayor

This meeting is being held in person and via teleconference. The lines of those public members monitoring the meeting will be muted during the meeting. Members of the media and the public may attend in person or by calling 1-408-418-9388. The Access Code is: 2497 163 9903 Password: Wausau1 Members of the public who do not wish to appear in person may view the meeting live on the City of Wausau’s YouTube Channel http://www.tinyurl.com/WAAMedia, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at https://tinyurl.com/WausauCityCouncil. Any person wishing to offer public comment who does not appear in person to do so, may e-mail kaitlyn.bernarde@ci.wausau.wi.us with “Common Council public comment” in the subject line prior to the meeting start.
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This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 3/18/22 @ 11:30 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 of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6590 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL

held on Tuesday, March 8, 2022, in Council Chambers, beginning at 6:30 p.m.

Mayor Katie Rosenberg presiding.

Roll Call

3/08/2022

Roll Call indicated 11 members present.

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

Presentations:

2021 Hmong Wausau Festival (Yee Leng Xiong)

Executive Director, Yee Leng Xiong stated the 2021 Hmong Festival was the most successful Hmong celebration in the 45 years history of the Hmong community in Central Wisconsin. He stated there were over 14,000 attendees from 11 states over the two days of the festival and all hotel rooms within an hour of Wausau were booked. The festival generated over \$3 million in economic impact to Central Wisconsin. He presented a video recap of the festival <https://www.youtube.com/watch?v=WK2rggVxVKw>

Wausau River District (Blake Opal-Wahoske)

Rescheduled for a later date.

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

None

Consent Agenda

3/08/2022

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

22-0201 Minutes of the previous meeting. (2/22/22)

12-0219 Joint Resolution of the Human Resources Committee and the Finance Committee Approving Amendment of Employee Handbook 4.07 – Protected Service Employees.

22-0108 Resolution of the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated.

12-1014 Ordinance of the Public Health & Safety Committee Amending Section 8.08.160 Rabies control.

Yes Votes: 11 No Votes: 0 Result: PASS

22-0301

3/08/2022

Motion by Larson, second by Kilian to confirm the Mayor's Appointments to *Affordable Housing Regional Task Force* - Tom Holster; *Airport Committee* - Dennis Seitz; *Bicycle & Pedestrian Advisory Committee* - Susan Schmidt; *Citizens Advisory Committee* – CDGB - Pamela Jackson, Mathuselah Thao; *Liberation & Freedom Committee* - Bruce Grau, Kelley Kolpitchke; *Police & Fire Commission* - Kathy Strasser; *Sustainability, Energy & Environment Commission* - Mary Kluz.

Yes Votes: 11 No Votes: 0 Result: PASS

22-0304

3/08/2022

Motion by Rasmussen, second by Wadinski to adopt the Joint Resolution of the Capital Improvements & Street Maintenance Committee and the Plan Commission Approving Alexander Davis Preliminary Plat.

Lou Larson questioned if the city would own these lots or if WOZ was going to own them. Tom Radenz, REI, representing WOZ, stated WOZ will own the lots and there are some out lots that the city will own. The street dedications will get reverted to the street. Larson felt it would be appropriate if WOZ sells the land they could give a portion of the sales back to the city, considering the city has millions sunk into this project.

Lisa Rasmussen encouraged support because it delineates the property lines and allows WOZ to deed back to the city the right-of-way that we need to put road grade back in. She indicated CISM Committee looked at a number of different configurations, road widths, and amenities to kick start that project.

Tom Kilian questioned if there was some funding on the table that is already planned for this development. Maryanne Groat stated we don't have a comprehensive financial plan for all the redevelopment costs. She noted the Council approved amending TID #7 to provide for the funding through donor increment of the demolition and there would be funds available for the road reconstruction. Kilian questioned if this hinges on some sort of statutory exemption or is it something that can be done regardless some of the state limits of TIFs. Groat explained it can be done regardless because today TID #12 has developer assistance payments within the half mile boundaries and you can amend project plans even if above the 12%, you just can't add territory or create a new district. She indicated we are motivated to add those now vacant parcels to a TID at some point because we would like the increment from the new construction, but there is not an immediate need to do that.

Yes Votes: 8 No Votes: 3 Abstain: 0 Not Voting: 0 Result: PASS

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

22-0105 3/08/2022

Motion by Neal, second by Watson to adopt the Resolution of the Economic Development Committee Approving termination of recorded Deed Restrictions and recording revised Deed Restriction for 715, 717, 719, 721 and 723 S. 72nd Avenue.

Yes Votes: 11 No Votes: 0 Result: PASS

12-0705 3/08/2022

Motion by Neal, second by Watson to adopt the Resolution of the Finance Committee Rescinding prior resolution #12-0705, Joint Resolution of the Economic Development and Finance Committees approving the sale of land to be surveyed in the Wausau Business Campus Expansion Area land at 9500-9600 Innovation Way to Composite Envisions (or their assignee) and reverse Tax Increment Financing (TIF) payments for 2 years not to exceed a total of \$49,000, adopted September 24, 2019.

Yes Votes: 11 No Votes: 0 Result: PASS

22-0305 3/08/2022

Motion by Herbst, second by Wadinski to adopt the Resolution of the Wausau Water Works Commission Approving terms of Settlement Agreement between WDNR and the City of Wausau, providing for dismissal of both Contested Case and Petition for Judicial Review (Marathon County Case No. 19CV32).

Yes Votes: 11 No Votes: 0 Result: PASS

Suspend the Rules 3/08/2022

Motion by Neal, second by Watson to Suspend Rule 6(B) Filing and 12(A) Referral of Resolutions.

Yes Votes: 11 No Votes: 0 Result: PASS

21-1109 Amendment

3/08/2022

Motion by Rasmussen, second by Watson to amend the of the Finance Committee Approving the 2022 budget modification to fund bottled water – to change the amount of funding to \$150,000 from ARPA funds and to authorize staff to order a combination of bottled water and individual filtration solutions to meet the temporary need.

Lisa Rasmussen explained at Finance Committee before this meeting they agreed they would like a more robust interim solution that just bottled water. There was discussion about potentially purchasing in-home devices and were willing to allocate a sum of American Rescue Plan funding to that purpose and allow the professionals to decide what the product mix is.

Deb Ryan suggested having staff contact the local chapter of the American Red Cross to help with distributing bottled water.

Tom Kilian noted the water that is going to be provided has been screened for PFAS and is safe.

Yes Votes: 11 No Votes: 0 Result: PASS

21-1109

3/08/2022

Motion by Rasmussen, second by Neal to adopt the Resolution of the Finance Committee Approving the 2022 budget modification to fund bottled water, as amended on Council floor.

Yes Votes: 11 No Votes: 0 Result: PASS

22-0306

3/08/2022

Motion by Herbst, second by Watson to adopt the Joint Resolution of the Wausau Water Works Commission and the Finance Committee Approving application for ARPA American Recovery Funds for the Water PFAS Treatment Investigation and Pilot Bench Testing and related budget amendment; funding for the pilot study; Continuing Professional Services Agreement, Task Orders 1 and 2 with Donohue.

Rasmussen explained this is the research that is necessary to get the right mix of filtration strategies and filter media at the new plant. Getting this study underway as soon as possible is critical.

Yes Votes: 11 No Votes: 0 Result: PASS

Public Comment or Suggestions:

None.

CLOSED SESSION

3/08/2022

Motion by Wadinski, second by Neal to convene in Closed Session pursuant to Wis. Stats. 19.85(1)(e) and (g) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specific public business, whenever competitive or bargaining reasons require a closed session and conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, regarding Planning Option Agreement between District at Riverlife, LLC and City of Wausau.

Roll Call Vote:

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

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

RECONVENED INTO OPEN SESSION

Motion by Rasmussen, second by Larson to adopt the Resolution of the Common Council Terminating the Planning Option Agreement with District at Riverlife, LLC (f/k/a Main Street Wausau, LLC) (Registered Agent T. Wall Enterprises Manager, LLC) for Riverlife Lots 6, 7 and 8

Yes Votes: 10

No Votes: 0

Abstain: 1

Not Voting: 0

Result: PASS

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

Adjourn

3/08/2022

Motion by Neal, second by Watson to adjourn the meeting. Motion carried. Meeting adjourned at 8:00 pm.

Katie Rosenberg, Mayor
Kaitlyn Bernarde, City Clerk

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

Authorizing the execution of Airport Ground Lease – Keith Mathews

Committee Action: Airport: Approved 6-0
Finance: Approved 4-0

Fiscal Impact: Annual lease and tax revenues

File Number: 22-0307

Date Introduced: March 22, 2022

RESOLUTION

WHEREAS, your Airport Committee, at their February 9, 2022 meeting, approved construction of a 48' x 48' hangar in the Wausau Downtown Airport hangar development area by Keith Mathews; and

WHEREAS, your Finance Committee, at their March 8, 2022, meeting, approved entering into a ground lease with Keith Mathews, 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 Keith Mathews, allowing for construction of the aforementioned hangar.

Approved:

Katie Rosenberg, Mayor

AIRPORT COMMITTEE

Date and Time: Wednesday, February 9, 2022 @ 6:00 pm, in the Council Chambers

Members Present *in person*: Lisa Rasmussen (VC), Jim Wadinski, Doug Diny, Fred Prehn, Dennis Seitz

Members Present *by WebEx*: Pat Peckham

Members Not Present: Lou Larson

Others Present: John Chmiel, Nathan Miller, Karl Kemper – Becher Hoppe, Maryanne Groat

Discussion and Possible Action Regarding Keith Mathews Proposal for Construction of a 48'X48' Private Hangar in the West Hangar Development Area - Chmiel

John Chmiel, Airport Manager, stated Keith Mathews has expressed interest in building a hangar and has agreed to the last spot in the West Hangar Development Area of the same color and design, as well as to the terms of the lease.

Motion by Peckham, second by Prehn to approve the hangar for Keith Mathews as proposed and direct staff to negotiate the standard lease and forward to Finance Committee. Motion carried 6-0.

JOINT FINANCE COMMITTEE and WAUSAU WATER WORKS COMMISSION

Date and Time: Tuesday, March 8, 2022 @ 5:15 pm., Council Chambers

Finance Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Dawn Herbst, and
(Deb Ryan *entered late*)

Others Present: Maryanne Groat, Toni Vanderboom, Ben Bliven, Randy Fifrick, Anne Jacobson, Scott Boers, Eric Lindman, Emily Ley, Gerald Klein, Valerie Swanborg, Mary Goede, Kaitlyn Bernarde

Discussion and Possible Action authorizing the execution of Airport Ground Lease - Keith Mathews

Motion by Herbst, second by Martens to approve. Motion carried 4-0.

AIRPORT GROUND LEASE

THIS AGREEMENT, made and entered into this _____ day of _____, 2022 by and between the City of Wausau, a Wisconsin municipal corporation, hereinafter referred to as "CITY," and Keith Mathews, 231084 Cloverbelt Road, Wausau, WI 54403, 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 (8" thick) in preparation for asphalt pavement extending from the building to the taxiway and 10' wider than each edge of the hangar. 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') 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 2021 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: Keith Mathews
231084 Cloverbelt Road
Wausau, WI 54403

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.

35. Sale of Hangar. In the event the Tenant sells its hangar, the Tenant shall provide to the City of Wausau's Assessment Department a copy of the bill of sale that identifies the date the hangar sold, the buyer's name, buyer's mailing address, and other pertinent contact information, along with the purchase price of the hangar.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this_____day
of_____, 20__.

CITY:

CITY OF WAUSAU

BY_____
Katie Rosenberg, Mayor

BY_____
Kaitlyn Bernarde, City Clerk

TENANT:

BY_____
Keith Mathews

[illegible]

Personally came before me this _____ day of _____, 2022, the above-named Katie Rosenberg, Mayor, and Kaitlyn Bernarde, City 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:_____

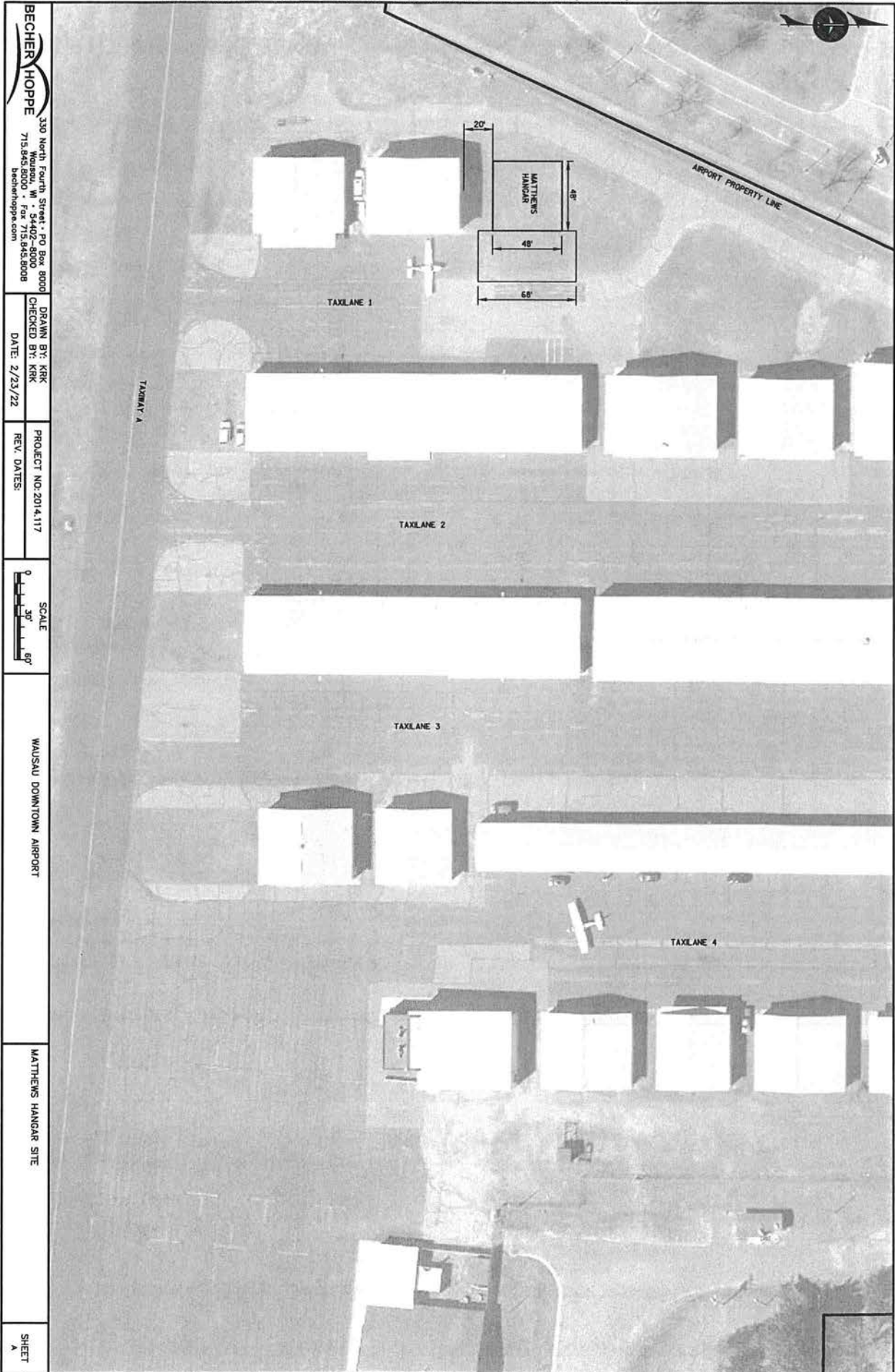
[illegible]

Personally came before me this _____ day of _____, 2022, 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 – MDB Ventures, LLC

Committee Action: Airport: Approved 6-0

Finance: Approved 4-0

Fiscal Impact: Annual lease and tax revenues

File Number: 22-0308

Date Introduced: March 22, 2022

RESOLUTION

WHEREAS, your Airport Committee, at their February 9, 2022 meeting, approved construction of a 80' x 80' hangar in the Wausau Downtown Airport hangar development area by MDB Ventures, LLC, a Wisconsin limited liability company; and

WHEREAS, your Finance Committee, at their March 8, 2022, meeting, approved entering into a ground lease with MDB Ventures, 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 MDB Ventures, LLC, allowing for construction of the aforementioned hangar.

Approved:

Katie Rosenberg, Mayor

AIRPORT COMMITTEE

Date and Time: Wednesday, February 9, 2022 @ 6:00 pm, in the Council Chambers

Members Present *in person*: Lisa Rasmussen (VC), Jim Wadinski, Doug Diny, Fred Prehn, Dennis Seitz

Members Present *by WebEx*: Pat Peckham

Members Not Present: Lou Larson

Others Present: John Chmiel, Nathan Miller, Karl Kemper – Becher Hoppe, Maryanne Groat

Discussion and Possible Action Regarding Bautsch/Lewis Proposal (MDB Ventures, LLC) for Construction of a 80'X 80' Private Hangar in the East Hangar Development Area – Chmiel

Chmiel presented a map showing the location of the proposed hangar location. He indicated he discussed the terms of the lease with Bautsch & Lewis, so they are aware the hangar has to be the same color and general building style. They also understand their requirement to prepare the area in front of the hangar for the taxi lane.

Motion by Prehn, second by Seitz to approve the hangar for Bautsch & Lewis. Motion carried 6-0.

JOINT FINANCE COMMITTEE and WAUSAU WATER WORKS COMMISSION

Date and Time: Tuesday, March 8, 2022 @ 5:15 pm., Council Chambers

Finance Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Dawn Herbst, and
(Deb Ryan *entered late*)

Others Present: Maryanne Groat, Toni Vanderboom, Ben Bliven, Randy Fifrick, Anne Jacobson, Scott Boers, Eric Lindman, Emily Ley, Gerald Klein, Valerie Swanborg, Mary Goede, Kaitlyn Bernarde

Discussion and Possible Action authorizing the execution of Airport Ground Lease - MDB Ventures, LLC

Motion by Herbst, second by Martens to approve. Motion carried 4-0.

AIRPORT GROUND LEASE

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the City of Wausau, a Wisconsin municipal corporation, hereinafter referred to as "CITY," and MDB Ventures, LLC, a Wisconsin limited liability company, 1717 Mulligan Drive, Wausau, WI 54403, 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 (8" thick) in preparation for asphalt pavement extending from the building to the taxiway and 10' wider than each edge of the hangar. 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 (80' x 80') 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 2021 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.

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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: MDB Ventures, LLC
 1717 Mulligan Drive
 Wausau, WI 54403

John Dunbar – Registered Agent of MDB Ventures, LLC
5907 Stella Ave.
Unit D
Weston, WI 54476

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.

35. Sale of Hangar. In the event the Tenant sells its hangar, the Tenant shall provide to the City of Wausau's Assessment Department a copy of the bill of sale that identifies the date the hangar sold, the buyer's name, buyer's mailing address, and other pertinent contact information, along with the purchase price of the hangar.

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

CITY:

CITY OF WAUSAU

BY _____
Katie Rosenberg, Mayor

BY _____
Kaitlyn Bernarde, City Clerk

TENANT:

MDB Ventures, LLC

BY _____

[illegible]

Personally came before me this _____ day of _____, 2022, the above-named Katie Rosenberg, Mayor, and Kaitlyn Bernarde, City 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:_____

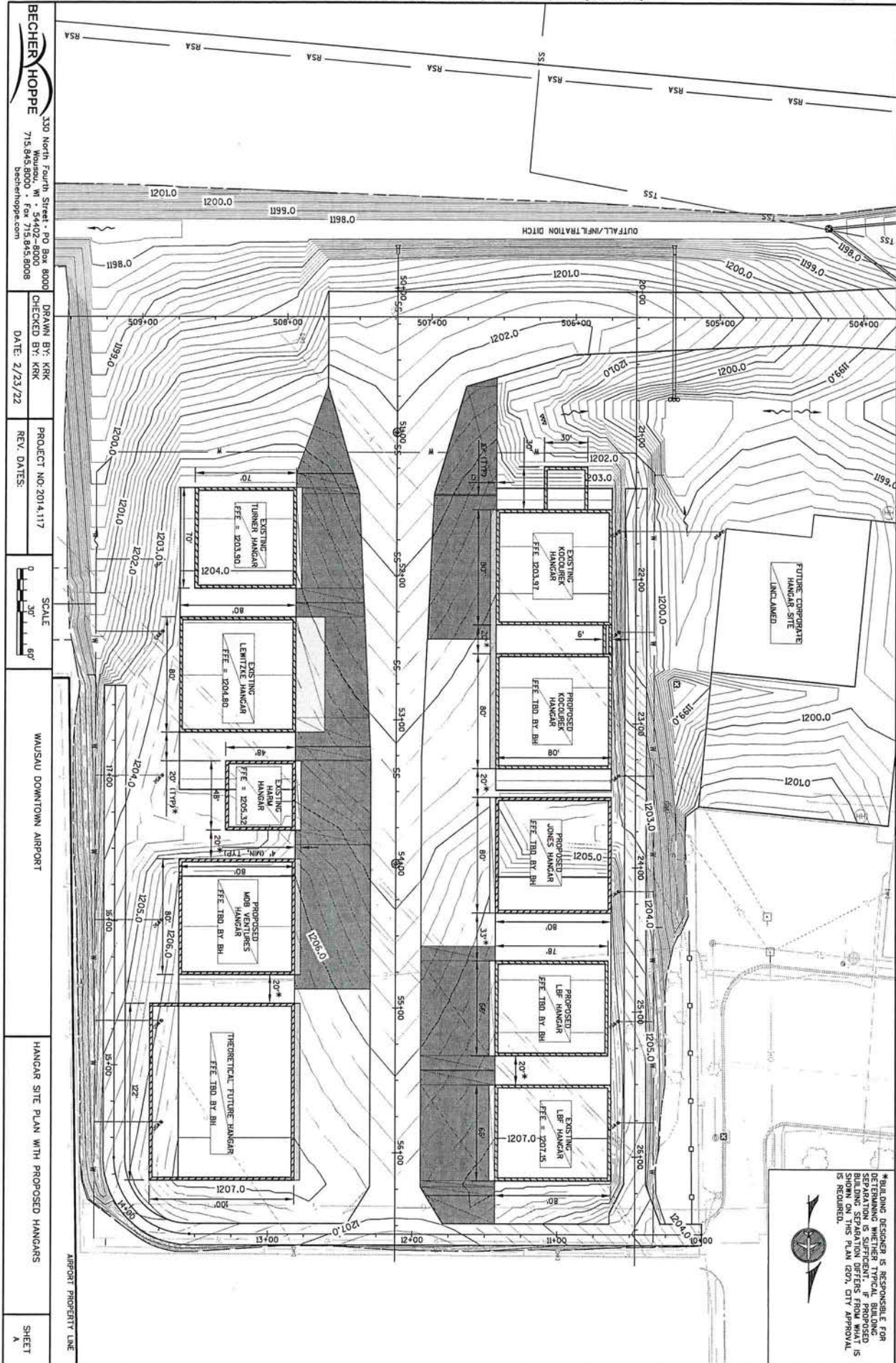
[illegible]

Personally came before me this _____ day of _____, 2022, 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.



BECHER HOPPE
 330 North Fourth Street - PO Box 8000
 Wausau, WI - 54402-8000
 715.845.8000 • Fax 715.845.8008
 becherhoppe.com

DRAWN BY: KKK
 CHECKED BY: KKK
 DATE: 2/23/22

PROJECT NO. 2014.117
 REV. DATES:

SCALE
 0' 30' 60'

WAUSAU DOWNTOWN AIRPORT

HANGAR SITE PLAN WITH PROPOSED HANGARS

SHEET
 A

Exhibit A



*BUILDING DESIGNER IS RESPONSIBLE FOR
 DETERMINING WHETHER TYPICAL BUILDING
 SEPARATION DISTANCES FROM WHAT IS
 SHOWN ON THIS PLAN (20'), CITY APPROVAL
 IS REQUIRED.

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

**FINAL RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET
MAINTENANCE COMMITTEE AND PLAN COMMISSION**

Vacating and discontinuing an alley lying north of 410 North 6th Avenue between Oak Street, Cedar Street, N. 6th Avenue and N. 7th Avenue

Committee Action: CISM: Approved 5-0
Plan: Approved 6-0

Fiscal Impact: None

File Number: 22-0109

Date Introduced: March 22, 2022

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 ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, pursuant to Section 66.1003(4) of the Wisconsin Statutes, the Common Council has heretofore initiated proceedings on January 25, 2022, at a regular meeting of the Common Council to vacate and discontinue the following described alley in the City of Wausau:

Part of Block 2, Eva P. Quaw's Third Addition to the City of Wausau, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

That part of the public alley in said Block 2, lying North of the following described line:

Commencing at Southeast corner of Lot 13, said Block 2, the beginning of said line; thence East, to the Southwest corner of Lot 4, said Block 2, the end of said line.

WHEREAS, a public hearing on the passage of such resolution was set by the Common Council for 5:15 p.m. in the Council Chambers of City Hall, Wausau, Wisconsin, on the 10th day of March, 2022, written notice of such meeting was duly served on the owners of all of the frontage of the lots and lands abutting upon the alley sought to be discontinued as provided by law, and notice was published in the newspaper as provided by law; and

WHEREAS, a public hearing was duly held pursuant to said notice at the time and place therefor affixed and all persons so served and interested were then and there given an opportunity to be heard; and

WHEREAS, a proper notice of the pendency of said petition for vacation and discontinuance and map covering the proposed vacation was duly filed in the Office of Register of Deeds for Marathon County, as required by the Wisconsin Statutes; and

WHEREAS, your Capital Improvements and Street Maintenance Committee and your Plan Commission, after considering the matter, have recommended that the aforescribed alley be vacated and discontinued; and

WHEREAS, Wisconsin Public Service Corporation and Frontier North Inc. may request that they be granted easement and ingress and egress rights over, across and under the alley prior to it being vacated.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that it is hereby declared that since the public interest requires it, the herein described alley is hereby vacated and discontinued; provided, however, this resolution shall take effect and have validity only after the granting by the City to requesting utilities of any and all permanent easement and ingress and egress rights deemed necessary by them.

BE IT FURTHER RESOLVED, that the proper City officials are hereby authorized and directed to execute easements to Wisconsin Public Service Corporation and Frontier North Inc., if they wish, approved by the City Attorney, granting all necessary easement and ingress and egress rights, all within and/or over the alley to be vacated, and that these entities shall have until April 22, 2022, to get these easements recorded.

BE IT FURTHER RESOLVED, that the City Clerk, upon the recording of the above-referenced easements, but no earlier than April 22, 2022, shall record a certified copy of this resolution accompanied with a map showing the location of said vacated alley in the Office of the Register of Deeds for Marathon County, and that the City Clerk shall notify the City Engineer as to when this resolution has been recorded.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: March 10, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, Lou Larson, Tom Neal, James Wadinski
By WebEx: Deb Ryan

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso,
Sarah Watson, Blake Opal-Wahoske
By WebEx: Cord Buckner

Public Hearing: Vacating and discontinuing an alley lying north of 410 North 6th Avenue between Oak Street, Cedar Street, North 6th Avenue, and North 7th Avenue

Sarah Watson, Alder for District 8, stated the majority of the residents she has talked to are in favor of partially closing this alley. The main reason is because it is a very narrow alley with houses close to it. Having a free flow of traffic is problematic to the neighbor's houses as well as safety for children. A speed trailer was placed at the end of the alley that showed a lot of traffic all day and night. With houses close to the alley it is disturbing to the neighbors. They are hoping to partial close the alley as only one house needs it for access to their garage.

Kelley Gabor, 431 North 7th Avenue, owns a house at the end of the alley. Currently the alley is all snowed in. She has had issues with some people going up and down the alley. The alley is so narrow one cannot see around the houses. There were children playing this summer and if her husband had not yelled a pickup truck could have hit a 5-year-old. She has had to call the police because of people who don't live there going up and down the alley. She lives on the north end and does not need the alley.

Patty Orzechowski, 610 Cedar Street, sated her house is close to the alley. If it rains, water ponds and traffic splashes it against her house. Mud was so bad it splashed into her windows and she had to close them in the summertime. It is staring to damage the side of the house.

There were no further comments and the public hearing was closed.

Discussion and possible action on vacating and discontinuing an alley lying north of 410 North 6th Avenue between Oak Street, Cedar Street, North 6th Avenue, and North 7th Avenue

Larson does not have a problem vacating the alley for safety of people involved. If the neighbors want to stop traffic, it would be up to them to barricade the alley.

Wesolowski referred to the map which shows the first three houses off Cedar would still have access to the alley. Watson added that there is only one house that needs the alley for garage access.

Wesolowski spoke with Hebert on what would be allowed for obstructions to close the alley. A fence could be approved by the Inspections Department or landscaping/bushes could be added.

Larson moved to approve. Wadinski seconded and the motion carried unanimously 5-0.

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, March 15, 2022, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Eric Lindman, Tom Neal, George Bornemann, Bruce Bohlken, Andrew Brueggeman; *By WebEx*: Pat Peckham

Others Present: Brad Lenz, William Hebert, Brian Stahl, Melissa Engen

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

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

Discussion and possible action on vacating and discontinuing an alley lying north of 410 North 6th Avenue between Oak Street, Cedar Street, North 6th Avenue and North 7th Avenue.

Lindman said that this item is from CISM and only a portion of the alley is requested to be vacated. He said only one of the houses uses the alley, and that portion will remain.

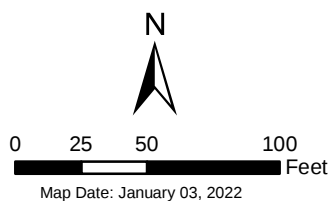
Bohlken motioned to approve vacating and discontinuing an alley north of 410 North 6th Avenue between Oak Street, Cedar Street, North 6th Avenue and North 7th Avenue. Brueggeman seconded, and the motion carried unanimously 6-0 by roll-call vote.

AGENDA ITEM
2. Public Hearing: Vacating and discontinuing an alley lying north of 410 North 6th Avenue between Oak Street, Cedar Street, North 6th Avenue, and North 7th Avenue 3. Discussion and possible action on vacating and discontinuing an alley lying north of 410 North 6th Avenue between Oak Street, Cedar Street, North 6th Avenue, and North 7th Avenue
BACKGROUND
The Engineering Department received a petition to vacate the alley as described above and as shown on the attached map. This public hearing will give the residents along the alley the opportunity to speak on the issue.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Recommend approval depending upon public comment.
Staff contact: Allen Wesolowski 715-261-6762

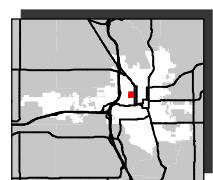


CITY OF WAUSAU

Marathon County, Wisconsin



- Legend**
- Existing Building
 - Existing Right-of-Way
 - Proposed Alley Vacation
 - Municipal Boundary

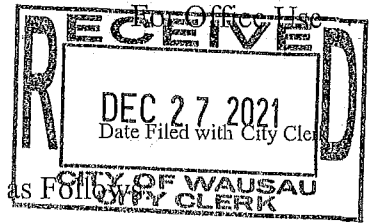


PETITION

TO THE MAYOR AND COMMON COUNCIL
OF THE CITY OF WAUSAU, WISCONSIN

A Petition For:

- ☒ Alley Vacation ☐ Sanitary Sewer ☐ Storm Sewer ☐ Other as Follows _____
☐ Blacktop Paving ☐ Street Light ☐ Watermain
☐ Curb and Gutter ☐ Street Vacation ☐ Zoning Change



The undersigned petitioners respectfully request that your honorable body take such action as will cause the:

Partial alley vacationing for the alley between 6th & 7th Avenues
between Oak Street south to the property of 410 N. 6th Ave.

Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
1. <i>Anastasia Martens</i>	ANASTASIA MARTENS	432 N 6 th Avenue	12/03/21
2. <i>Dustin Waller</i>	Dustin Waller	416 N 6 th Ave	12/04/21
3. <i>Jake Kislow</i>	Jake Kislow	420 N 6 th Ave	12/8/21
4. <i>Delores Stenbert</i>	Delores Stenbert	424 N. 6 th Ave	12/8/21
5. <i>Kelly Gabor</i>	Kelly Gabor	431 N 7 th Ave	12-10-21
6. <i>Derek Redmond</i>	Derek Redmond	423 N 7 th Ave	12-11-21
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN
CITY OF WAUSAU: *Anastasia Martens* being duly sworn disposes and says that he is a resident of the affected area, residing at 432 N 6th Ave in the City of Wausau; that he is personally acquainted with the persons who have signed the foregoing petition; that he knows them to be residents of the affected area; that they signed the same with full knowledge of the contents thereof; that their respective residents are stated therein; that each signer signed the same on the date stated opposite his name; and that he intends to support the petition.

Filed in the Office of the City Clerk and sworn to
before me this 27th day of December, 2021

Signature of City Clerk or designee

Mary G. Goele
Deputy Clerk

(Signature of Circulator)

(Address of Circulator)

Anastasia Martens
432 N 6th Ave, Wausau, WI
54401

RESOLUTION OF THE FINANCE COMMITTEE

Modifying the Meal Allowance rate and the Employee Professional Development Policy

Committee Action: Approved 4-0

Fiscal Impact: Minimal

File Number: 98-1110

Date Introduced: March 22, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: Individual Department Budgets</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: Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the City and County are implementing new financial and human resource software and strive to standardize their practices; and

WHEREAS, the meal allowance has not been modified 2018; and

WHEREAS, review of the existing policy revealed the need to document the local travel mileage reimbursement policy; and

WHEREAS, your Finance Committee has reviewed and recommends the change of the meals allowance as follows:

	<u>CURRENT</u>		<u>PROPOSED</u>
	<u>In State</u>	<u>Out of State</u>	
Morning Meal Allowance:	\$8.00	\$9.00	\$ 10.00
Employee required to leave home prior to 6:00 am.			
Mid-Day Meal Allowance:	\$12.00	\$13.00	\$ 15.00
Employee required to leave work area prior to 10:30 am or return after 1:30 pm.			
Evening Meal Allowance:	\$21.00	\$24.00	\$ 25.00
Employee required to leave work area prior to 4:00 pm or return after 7:00 pm.			
TOTAL	\$41.00	\$46.00	\$ 50.00

WHEREAS, the new software provides electronic expense transaction processing and recommends a review process the includes review of the reimbursement claim by the cost center or department manager with additional review by Finance for claims over \$2,500;

NOW, THEREFORE, BE IT RESOLVED, that the proper city officials are hereby directed to implement the proposed changes to the meal allowance and employee professional development policy.

Approved:

Katie Rosenberg, Mayor

JOINT FINANCE COMMITTEE and WAUSAU WATER WORKS COMMISSION

Date and Time: Tuesday, March 8, 2022 @ 5:15 pm., Council Chambers

Finance Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Dawn Herbst, and
(Deb Ryan *entered late*)

Others Present: Maryanne Groat, Toni Vanderboom, Ben Bliven, Randy Fifrick, Anne Jacobson, Scott Boers, Eric Lindman, Emily Ley, Gerald Klein, Valerie Swanborg, Mary Goede, Kaitlyn Bernarde

Discussion and Possible Action regarding modifying the meal per diem rates and Professional Development Policy

Motion by Watson, second by Martens to approve. Motion carried 4-0.



TO: FINANCE COMMITTEE

FROM: MARYANNE GROAT

DATE: March 2, 2022

RE: Professional Development Policy

As part of the Workday ERP implementation we are converting travel and business expense reimbursement to a paperless workflow based process. As part of this implementation our consultants suggested the City and County adopt uniform meal per diem reimbursement rates. Marathon County secured a recent government survey and we are suggesting limits as follows:

	CURRENT		PROPOSED
	In State	Out of State	
Morning Meal Allowance:	\$8.00	\$9.00	\$ 10.00
Employee required to leave home prior to 6:00 am.			
Mid-Day Meal Allowance:	\$12.00	\$13.00	\$ 15.00
Employee required to leave work area prior to 10:30 am or return after 1:30 pm.			
Evening Meal Allowance:	\$21.00	\$24.00	\$ 25.00
Employee required to leave work area prior to 4:00 pm or return after 7:00 pm.			
TOTAL	\$41.00	\$46.00	\$ 50.00

In addition to the meal per diems I have also noted a few minor changes in the approvals of the expense statements. Currently the Department Head and Finance approve expense reimbursement forms. The revised policy allows the Department Director or Division Manager to approve the reimbursement. It also requires Finance Director approval for requests exceeding \$2,500.

The final change is the addition of local mileage. The current policy is relatively silent on the reimbursement process. This outlines the existing process in place and includes a stipulation that expenses be submitted no later than 30 days after yearend.

CITY OF WAUSAU

EMPLOYEE PROFESSIONAL DEVELOPMENT POLICY

1. PURPOSE

The City of Wausau recognizes that a well-trained, knowledgeable and qualified workforce will provide effective and efficient services to our constituents. The purpose of this policy is to establish guidelines to ensure that all employees receive the training required of their position and career enhancements deemed to be of value to the city.

2. DEFINITIONS

Mandatory Training – Training that is mandated by the City of Wausau, State of Wisconsin, or Federal Agencies.

Certified Training – Training needed to maintain or acquire licenses and certifications required or considered advantageous for the position.

Safety Training – Training necessary to promote the safety, health and welfare of an employee and promote a safe work environment.

Customer Service Training– Training necessary to promote dependable, reliable, responsive and courteous service to all customers and further the City's Mission and Core Values.

Continuing Education – Training which builds on existing knowledge, skills and attitudes of an individual along with providing up-to-date information on a particular area of knowledge or skills.

Career Attainment Training – Training designed to enable employee's to reach career goals.

3. TRAINING PROGRAMS

All educational training programs authorized by the City shall be designed to improve performance or meet technical requirements of the employee's current position.

The City shall bear the cost of pre-approved mandatory, customer service, continuing education, certified and safety training classes. It is the responsibility of each department head to determine the cost of such training and make the necessary budgetary provisions.

Department heads shall minimize budgetary impacts by leveraging free training available from affiliates such as CVMIC, conducting in-house training, partnering with other departments or organizations and relying on e-learning options.

Employees and/or department heads shall maintain the necessary training records to comply with certification and training mandates.

Career Attainment Training guidelines are outlined in the Employee Tuition Reimbursement Policy.

When professional development/travel is anticipated a Professional Development and Training Request Form must be completed and approved prior to incurring related expenses.

4. OUT-OF-STATE TRAVEL

Out-of-state travel is confined to the forty eight contiguous states of the United States. Travel outside this area requires prior council approval.

Departments are encouraged to manage their budgetary resources through the prudent use of out-of-state travel. It is recommended that no more than two department delegates participate in the same conference.

5. DOCUMENTATION AND REIMBURSEMENT

All professional development and related travel expenses shall be properly authorized, reported, and reimbursed; under no circumstances shall expenses for personal travel be charged to or

temporarily funded by the City of Wausau. It is the traveler's responsibility to report actual travel expenses in a responsible and ethical manner in accordance with this policy.

Payment of expenses for companion, spouse or other family members is strictly prohibited.

Employees are expected to minimize costs by using the most economical and practical approach to travel and lodging.

6. REGISTRATION

Registration fees for approved conferences, seminars, meetings, webinars and other educational programs are allowed. A copy of the conference program or agenda along with any certification of professional development should be attached to the travel reimbursement form. If a meal is included as part of the conference or seminar or is included with the airfare then the allowance for that meal should be subtracted from the total allowance for the day. In addition, the cost of the official banquet fee is allowed provided proper documentation of the expense is submitted with the expense reimbursement form.

7. TRANSPORTATION

All potential costs should be considered when selecting the modes of transportation. For example, airline travel may be cheaper than automobile when time away from work and increased meal and lodging costs are considered.

Air Travel

Reimbursement will be limited to coach, economy or discounted class. When possible, the traveler should make full use of discounts or advance airline reservations.

Mileage credits for frequent flyer programs accrue to the individual travelers. However, the city will not reimburse for additional expenses – such as circuitous routing, extended stays, layovers to schedule a particular carrier, upgrading from economy to first class so that the traveler may obtain additional mileage.

Surface Transportation In Lieu of Air Travel

A traveler may use surface transportation for personal reasons even though air travel is the appropriate mode of transportation. The cost of meals, lodging, parking, mileage, tolls and other costs incurred while in transit by surface transportation may be reimbursed. Such costs shall not exceed the cost of coach airfare, booked in advance, plus transportation costs to and from the terminal.

Vehicles

Automobile transportation may be used when it is more economical than other forms of transportation. City employees and officials shall minimize costs by traveling together when feasible.

- **City Vehicle**– The City vehicle should be reserved for use from the Engineering Department when feasible. Employees may claim actual fuel costs, accompanied by a receipt. Parking and tolls are reimbursable. Expenses greater than \$5 must be accompanied by a receipt. Use of this vehicle is encouraged. Personal use is prohibited. The city vehicle may be reserved through the city's email system "Outlook" or by contacting the Engineering Department.

- **Personal Vehicle** –The city will pay the IRS mileage rate. The miles paid shall be from origin to destination and back by the most direct route.

If a privately owned automobile is used by two or more travelers on the same trip, only the traveler who owns or has custody of the vehicle will be reimbursed for mileage.

- **Insurance** – All employees who drive either private or City-owned vehicles to conduct City business shall ensure that they are properly licensed and that any private vehicle used for City business is properly registered and insured. If an employee is involved in a vehicle accident while driving or traveling in their private vehicle and conducting City business within the scope of their employment, the insurance policy for that private vehicle will provide insurance coverage for the employee. Therefore, it is essential that the

employee consult with their insurance agent to determine adequate insurance coverage.

- **Car Rental** – Use of a rental car is permitted if the rental rate and related fuel costs will be less than other transportation costs. Vehicle rental should be limited to subcompact, compact or intermediate sizes. To ensure proper coverage, the city's insurance carrier recommends coverage should be purchased at the time of rental.

Other Ground Transportation

Expenses to and from airports such as airport shuttles, taxicabs or bus transportation are a qualified expense. Road tolls and parking fees are also reimbursable. Expenses greater than \$5 require receipts.

8. LODGING

Lodging expenses are reimbursable if documented with the receipt. The City pays only the single-room rate. If a double room is required, the employee shall pay the difference between the single and double room rate, if any. Government discounts should be obtained if available. In addition, tax exempt cards should be provided to eliminate sales and room tax particularly if located within the State of Wisconsin.

9. MEALS AND INCIDENTALS

Receipts are not required for the reimbursement of meals. The City has established the following per diem rates:

Morning Meal Allowance: \$ 10.00

Employee required to leave home prior to 6:00 am.

Mid-Day Meal Allowance: \$ 15.00

Employee required to leave work area prior to 10:30 am or return after 1:30 pm.

Evening Meal Allowance: \$ 25.00

Employee required to leave work area prior to 4:00 pm or return after 7:00 pm.

TOTAL	\$ 50.00
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The hour and date of departure and return must be disclosed on the expense reimbursement form.

Per diem may not be claimed for meals included as part of the airfare, training, registration or conference.

Laundry, valet service, tips and gratuities are considered personal expenses and are not reimbursable.

Other applicable business expenses may be reimbursable if they are accompanied by a receipt and an explanation of why such expenditures are being claimed is provided.

10. EXPENSE REPORTING

A City of Wausau Travel Expense Statement reporting all expenses and advances pertaining to a particular trip must be submitted within 21 days of the end of the trip.

Substantiation of expenses must include:

- Date and time of departure and return.
- Destination of the trip.
- Purpose of the travel and the nature of the benefit derived as a result of the travel.
- Amount of each expense listed by date.

Receipts must be submitted with the Travel Expense Statement for the following:

- Airfare expenses.
- Itemized lodging expenses.
- Rental car expenses.
- Other ground transportation costs that exceed \$5.
- Other business related expenses reported on the statement.
- Registration form along with banquet documentation and conference program.

The travel statement should reflect the entire cost of the training. Those costs paid in advance should be fully itemized on the statement.

The traveler and department head or Cost Center Manager must sign the Travel Expense Statement certifying that the amounts claimed are a complete, true statement of expenses incurred on

official city business, and that no other reimbursement of these costs has been submitted.

Expense reimbursement requests exceeding \$2,500 also require Finance Director approval.

11. BUSINESS MEALS AND MEETING EXPENSES

Business meals are defined as meals purchased while meeting with a business associate(s) during a meal period to conduct official business on behalf of the City. The employee's meal and the meal of the business associate(s) may be allowed. An itemized receipt must accompany the expense statement along with the nature of the business discussed and meeting attendees.

Local travel mileage reimbursement is available for City business not requiring overnight stay. Each local trip must be itemized with the date, trip purpose, start and destination locations and trip mileage. The IRS mileage rate shall apply. The reports must be submitted no later than 30 days after year end for reimbursement. Such statements must be approved by the Department or Cost Center Manager.

12. DISCIPLINARY ACTION

Violation of the travel rules can result in disciplinary action. Travel fraud can result in criminal prosecution.

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

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

Approving Application for an Urban Nonpoint Source (UNPS) and Stormwater Management Construction Grant

Committee Action: Approved 5-0

Fiscal Impact: N/A

File Number: 14-0310

Date Introduced: March 22, 2022

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, the City of Wausau is interested in acquiring a Grant from the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural or urban storm water runoff pollution sources (as described in the application and pursuant to ss. 281.65 or 281.66, Wis. Stats., and chs. NR 151, 154 and 155); and

WHEREAS, the Capital Improvements and Street Maintenance Committee discussed the proposed application at its meeting on March 10, 2022 and recommends approval; and

WHEREAS, a cost-sharing grant is required to carry out the project:

NOW THEREFORE, BE IT RESOLVED, that the Common Council of the City of Wausau HEREBY AUTHORIZES the Project Engineer in the Engineering Department, to act on behalf of the City of Wausau to:

- Sign and submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Sign a grant agreement between the local government (applicant) and the Department of Natural Resources;
- Sign and submit reimbursement claims along with necessary supporting documentation;

- Sign and submit interim and final reports and other documentation as required by the grant agreement;
- Sign and submit an Environmental Hazards Assessment Form, if required; and
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that the City of Wausau shall comply with all state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

Adopted this 22nd day of March, 2022.

Adopted: 03/22/22

Approved: 03/23/22

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: March 10, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, Lou Larson, Tom Neal, James Wadinski
By WebEx: Deb Ryan

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Sarah Watson, Blake Opal-Wahoske
By WebEx: Cord Buckner

Discussion and possible action on approving Governmental Responsibility Resolution for Application of an Urban Nonpoint Source (UNPS) and Stormwater Management Construction Grant

Niksich explained every year an update is provided to CISM on the Stormwater Annual Report. The last two years he has discussed the recently approved Total Maximum Daily Loading (TMDL) of phosphorus. The last study found a large gap between where we should be and where we are for phosphorus reduction. During the next permit cycle, expected in 2024, TMDL will be taken into account, and we will have to take measures to start reducing phosphorus output. To assist with that, we will be applying for a grant through the DNR, a 50-50 match up to \$150,000, to convert a current dry pond into a wet pond. There would be a permanent pool of water which would help solids settle out and reduce the amount of phosphorus sent into the Rib River. Part of the scoring for the grant is getting support. He has received a letter of support from the Stormwater Collation and hoping to receive letters from a couple of other entities. Another part of scoring is having a resolution approving the Project Engineer to take actions on the grant. Passing of the resolution would greatly increase chances of getting the grant.

Rasmussen asked if this pond was located by Strawberry Fields and Niksich confirmed. Rasmussen added the presence of this does not affect traffic. Neal asked if there would be a need for a filtration system at discharge. Niksich stated that adding a pool of water would act as a filtration system. As water comes in, it will disperse and give time for solids to filter out. This is one of the cheaper ways to filter water. As the particulates fall out of the water, Neal asked if they would accumulate and over time back up. Niksich explained that every two years each publicly owned pond is inspected. If there is heavy vegetation or heavy sediment, DPW cleans the pond. A pond meets its life cycle and needs to be cleaned up when it gets to 2/3 capacity.

Ryan asked how much water would be in the pond and if there is a concern of danger to area children. Niksich said there would be about a 5' pool of water. The pond could be put in with or without a safety shelf. A safety shelf would be a slope of 10:1 extending for 10'. It would prevent people from sliding into it but is not as efficient. The proposed design would provide a safety shelf so there is not as much of a danger and not more dangerous than the nearby river.

Wadinski moved to approve. Neal seconded and the motion carried unanimously 5-0.

AGENDA ITEM

Discussion and possible action on approving Governmental Responsibility Resolution for Application of an Urban Nonpoint Source (UNPS) and Stormwater Management Construction Grant

BACKGROUND

The Engineering Department is currently preparing an application submittal for a Wisconsin Department of Natural Resources (WDNR) Urban Nonpoint Source (UNPS) and Stormwater Management Construction Grant. This grant is a 50/50 match with a maximum match of \$150,000. The proposed project for this grant application would be the conversion of a 0.5 acre dry detention pond to a wet retention pond. The pond conversion would greatly reduce the amount of Total Suspended Solids (TSS) and Total Phosphorus (TP) being released from the pond, which collects stormwater runoff from the surrounding urban areas. The reduction in TSS and TP would improve water quality of the Big Rib River and the Wisconsin River and will also help the city in our goal of reaching Total Maximum Daily Load (TMDL) compliance.

In April of 2019, the WDNR adopted the TMDL for TP in the Wisconsin River Basin. Under the TMDL, pollutant allocations are set at the levels necessary to meet the applicable standards for all point and nonpoint sources causing impairment. The most recent citywide stormwater quality model identified several areas with TP reduction gaps. During that study, the city identified several Best Management Practices (BMPs) that would allow us to move closer into compliance. This project would be the first physical step aimed directly at closing the TP reduction gap.

Approval of this resolution would provide the Project Engineer with required responsibilities to oversee the grant process and show council support for the grant, greatly improve chances of receiving the grant. Prior to entering any agreement with the WDNR and acceptance of the grant, the Engineering Department will present the grant to CISM and council for approval.

FISCAL IMPACT

N/A

STAFF RECOMMENDATION

Staff recommends approval of the Governmental Responsibility Resolution

Staff contact: TJ Niksich 715-261-6748

Path: S:\MAD\1800-1899\1803\006\Drawings\GIS\Figures\Pond Option 1 - .mxd
User: mrandan
Date: 2/10/2022
Time: 8:46:29 AM

Legend

Proposed Contours

DischargePoint

Inlet

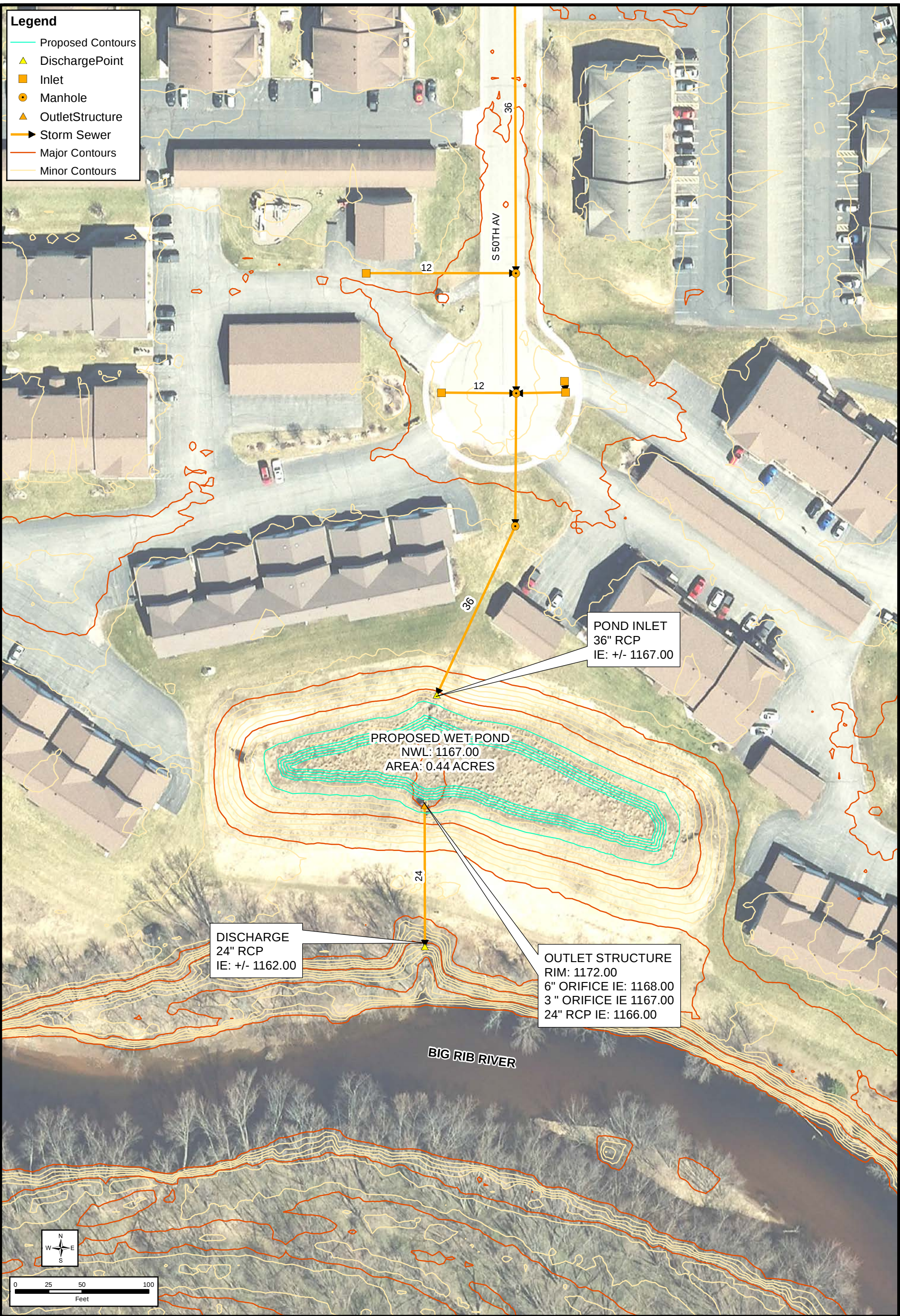
Manhole

OutletStructure

Storm Sewer

Major Contours

Minor Contours



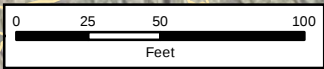
POND INLET
36" RCP
IE: +/- 1167.00

PROPOSED WET POND
NWL: 1167.00
AREA: 0.44 ACRES

DISCHARGE
24" RCP
IE: +/- 1162.00

OUTLET STRUCTURE
RIM: 1172.00
6" ORIFICE IE: 1168.00
3" ORIFICE IE: 1167.00
24" RCP IE: 1166.00

BIG RIB RIVER



WET POND OPTION 1 - WITH SAFETY SHELF

STRAWBERRY FIELDS DRY TO WET POND CONVERSION
CITY OF WAUSAU
MARATHON COUNTY, WISCONSIN

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

Creating Ordinance Section 12.44.070 Installation of Parklets.

Committee Action: Approved 4-1

Ordinance Number:

Fiscal Impact: None

File Number: 21-0411

Date Introduced: March 22, 2022

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

Section 1. That Section 12.44.070 Installation of parklets is hereby created to read as follows:

12.44.070 Installation of parklets. (a) Purpose and intent. The Common Council recognizes that the COVID-19 coronavirus pandemic continues to negatively impact its citizens and local businesses and the need to maximize social distancing between individuals during the COVID-19 pandemic and recovery period remains significant. It further recognizes that restaurants within the City may have particular difficulty providing prudent social distancing while still being able to operate profitably especially given the large amounts of space typically reserved within restaurant establishments for food preparation areas, the need to maintain diner waiting areas, and to permit the operation of serving stations. The Common Council seeks to support the safe operation of its local restaurants by increasing options for outdoor dining that enable them to adhere to physical distancing recommendations. In 2021, the Common Council permitted the establishment of Parklets on a temporary basis to enable it to consider the effect of Parklets on public parking and patrons of other retail businesses. The Common Council, recognizing the need to balance the availability of public parking spaces for patrons of other retail businesses with the provision of addition, flexible, outdoor dining areas, finds that allowing the expansion of restaurant service areas through the installation of Parklets into a certain, limited amount of public parking spaces during the relatively short window of mild Central Wisconsin weather in accordance with the provisions of this ordinance and the City's Parklet Policy provides benefits to the citizens of the City. The Common Council further finds that because of the need to balance these competing needs, approval of Parklets will necessarily need to be limited to not more than two (2) per block.

(b) Definitions.

(1) "Block" means the distance along a street lying between center lines of two consecutive intersections and includes both sides of the street. "Block face" means one side of the street on a block.

(2) “Full-service restaurant” means a restaurant that as of February 28, 2022, is engaged in the business of providing food and beverage services to patrons who order and are served while seated and pay after eating.

(3) “Limited-service restaurant” means an establishment where food and beverages may be consumed on the premises, taken out, or delivered. Limited service restaurants include cafes, cafeterias, coffee shops, delicatessens, fast-food restaurants, sandwich shops, limited-service pizza parlors, self-service restaurants, ice cream and frozen yogurt shops, and snack bars or bakeries with indoor or outdoor seating for customers.

(4) “Parklet” means a platform that is located in the parking lane of a street, is at the same level as the abutting sidewalk, and is intended to provide additional space and amenities for the adjacent full-service restaurant and its patrons.

(5) “Restaurant” means an establishment requiring a State of Wisconsin restaurant license and whose food sales are greater than 50 percent of its gross receipts. Upon request of the City, owners of establishments shall substantiate the percentage of their gross receipts devoted to food.

(c) Permit requirements. No person shall install or maintain a Parklet in the public right-of-way without obtaining or complying with all of the following:

(1) Submission of an application on a form supplied by the city clerk that includes the information set forth in section 5.63.040(a) of this Code, together with a copy of the applicant’s valid restaurant license, the fee provided in section 3.04.010(a), and a site plan meeting the requirements of the Parklet Policy .

(2) A Parklet permit issued by the city clerk, approved by the director of public works and utilities. The director of public works and utilities may approve a Parklet permit with reasonable additional conditions appropriate for purposes of public health and safety and the unique features of the proposed Parklet area. The issuance of an approved Parklet permit will stand in place, and in lieu of, a street privilege permit otherwise required under section 12.44.050. No permit will be issued without submission of the required certificate of insurance and execution of an indemnification and hold harmless to the city clerk as required in the Parklet Policy.

(3) Issuance of any applicable alcohol beverage license as required by ch.5.64, including but not limited to a permanent or temporary extension of the premises, where the service of alcohol beverages to patrons is desired by the establishment.

(4) Issuance of a sidewalk café or temporary sidewalk café permit as required by ch. 5.63 or temporary ordinance section 5.90.020.

(d) Duration of permit. A permit is valid only for the period of May 1, to October 31, of the calendar year in which it is issued. The permit automatically expires on October 31, at 11:59 p.m. each year.

(e) Appeal. Any application the director of public works and utilities deems should be denied, or any conditions imposed upon the permit deemed appropriate for purposes of public health and safety and the unique features of the proposed Parklet area by the director of public works and utilities, may be submitted

for appeal to the public health and safety committee with the director of public works and utilities' recommendations, which shall then consider the application and make a recommendation to the Common Council.

(e) Additional requirements.

(1) An approved Parklet may be installed in the public right-of-way only between May 1, and October 31, of each calendar year. Any Parklet not removed by 11:59 p.m. on October 31, of a calendar year, will be removed by the City and the reasonable cost of removal, storage or other disposal will be charged against the permit holder or each co-applicant for the permit.

(2) Parklets shall comply with all provisions of the City's Parklet Policy.

(3) Parklets shall comply with the sidewalk café standards set forth in section 5.63.060 (b), (d) – (p).

(4) No building permit shall be required for installation of a Parklet.

(5) Permits issued under this section may not be transferred to another individual, business, corporation, or other entity.

(f) Revocation. A Parklet permit may be suspended or revoked as set forth in section 5.63.100 of this Code.

(g) Application to Section 9.040.026. The provisions of subsections (a) and (b) of 9.04.026 Consumption or possession of intoxicants on streets shall not apply to the service and consumption of alcohol beverages within the area of an approved Parklet.

Section 2. All provisions of City ordinances not specifically altered by this ordinance shall remain in effect.

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

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: March 10, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, Lou Larson, Tom Neal, James Wadinski
By WebEx: Deb Ryan

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Sarah Watson, Blake Opal-Wahoske
By WebEx: Cord Buckner

Discussion and possible action on creating ordinance Section 12.44.070 Installation of Parklets

Rasmussen stated the one parklet used last summer did well. It seems the stakeholders have come to a meeting of the minds where they all can live with the parklet. The parklet is an important addition to the downtown because it creates additional outdoor seating. The Assistant City Attorney was asked to amend the ordinance language from temporary to permanent.

Larson moved to approve as the parklet last year was very successful and well used. Seconded by Neal.

The only negative feedback Wadinski received was that some feel that block is prime parking and parklets take away parking spots for quick access. As long as there is review of each parklet, Wadinski is okay with the ordinance.

Rasmussen said stakeholders worked out a plan to shift the parklet location. Initially, complaints were coming from businesses there were not open in the evening. When she walked out of the stakeholder meeting, she felt there was more positive dialogue then when they first began.

Ryan has heard from other businesses that feel forgotten about. This is only available for restaurants and other businesses might want to do something similar. Rasmussen said the parklet concept is available City-wide. Many places on the west side have parking lots and would not need a parklet. Ryan noted it must be a full-service restaurant, which limits what businesses can use it. Per Rasmussen, dining venue is the whole point and parklets would be considered on a case-by-case basis.

There being a motion and a second, motion to approve passed 4-1 with Ryan the dissenting vote.

AGENDA ITEM
Discussion and possible action on creating ordinance Section 12.44.070 Installation of Parklets
BACKGROUND
Parklets were approved on a temporary basis in 2021. One parklet was installed in 2021. The attached policy and proposed ordinance would make parklets part of the municipal code.
FISCAL IMPACT
Minimal, a \$40 permit fee. Parklets are intended to help restaurants with outdoor seating to increase business.
STAFF RECOMMENDATION
Staff recommends approving the ordinance as presented.
Staff contact: Allen Wesolowski 715-261-6762

City of Wausau Parklet Policy

Issue Date:

Pages: 4

INTRODUCTION

The City of Wausau has created this program to permit full-service restaurants, pursuant to the terms and conditions of this Parklet Policy (“Policy”) and W.M.C. §12.44.070, to apply for municipal approval through the issuance of a permit to use certain public parking spaces in the public right-of-way (streets) for flexible outdoor dining areas. A “Parklet” means a platform that is located in the parking lane of a street, is at the same level as the abutting sidewalk, and is intended to provide additional space and amenities for the adjacent full-service restaurant and its patrons. The installation of Parklets is intended to allow full-service restaurants to expand their business footprint to maximize social distancing during the COVID-19 pandemic and recovery.

All outdoor dining areas permitted under this program must comply with state and local health requirements or guidance intended to slow or prevent the transmission of COVID-19.

All permits are valid only for the period of May 1 through October 31 of the calendar year in which it is issued. All permits automatically expire on October 31, at 11:59 p.m. All Parklets shall be removed from the street immediately prior to the expiration of the permit.

APPLICATION PROCESS & APPROVAL

Applicants should be familiar with the guidelines in this Policy prior to submitting an application for a Parklet. Permissions for granting the installation of a Parklet will be conditioned on compliance with this Policy and failure to adhere to the guidelines and requirements may slow the review process and potentially result in denial of the application.

1. Permits	Approval and issuance of a Parklet permit under W.M.C. §12.44.070
	Appropriate alcohol beverage license if alcohol is to be served.
	Approval of a temporary amendment of licensed premises under W.M.C. §5.90.040 if alcohol is to be served.
	Approval of a temporary sidewalk café permit under W.M.C. §5.90.020 or a café permit under W.M.C. § 5.63.030 if City sidewalk area is to be used for seating.
2. Site Plans	Site Plans shall be submitted with the application for a Parklet permit to the Director of Public Works and Utilities. The applicant shall certify that the site plan, design and actual construction of the Parklet are/will be compliant with the provisions of the Americans with Disabilities Act.

3. Submit Application	To the Director of Public Works and Utilities along with a \$40.00 application fee for processing. No fee is required for a temporary amendment of licensed premises or temporary sidewalk café permit.
4. Approval/Denial	Approval by the Director of Public Works & Utilities. Any application recommended for denial shall be submitted to the Public Health & Safety Committee which shall consider the application and make a recommendation to the Common Council.

APPLICANT & SITE ELIGIBILITY

Eligible applicants for a Parklet permit must, at a minimum:

- Be a full-service restaurant. Limited-service and take-out restaurants, and bars and taverns are not eligible.¹
- Hold appropriate license for restaurant and alcohol service adjacent to proposed outdoor dining area.
- Complete the City’s application.
- Attach a site plan to the application in accordance with “Site Plan Requirements.”
- Agree to the City’s terms and conditions, including insurance and indemnification and hold harmless.

Full-service restaurants may enter into partnership with other full-service restaurants to obtain a Parklet permit. Each co-applicant is jointly and separately responsible for the design, construction, maintenance, and removal of the Parklet, as well as compliance with all City ordinances and this Policy. Each full-service restaurant must hold all necessary permits and licenses and comply with all applicable laws, regulations, and ordinances. Parklets may be used by one or more businesses upon permission of the Parklet permit holder.

Certain sites/locations may not be eligible for use as outdoor street dining due to safety, public health, or transportation reasons. Additionally, because of the need to balance the availability of public parking spaces for patrons of other retail businesses with the provision of additional, flexible, outdoor dining areas, Parklets will be limited to not more than two (2) per block. Public streets or block faces without public parking spaces are not eligible for Parklets.

The following factors will be evaluated in determining eligibility:

¹ A full-service restaurant is defined in W.M.C. §12.44.070(b)(2) as a “restaurant that as of March 31, 2021, is engaged in the business of providing food and beverage services to patrons who order and are served while seated and pay after eating.” Under W.M.C. §12.44.070(b)(3), a limited-service or take-out restaurant means “an establishment where food and beverages may be consumed on the premises, taken out, or delivered. This classification includes cafes, cafeterias, coffee shops, delicatessens, fast-food restaurants, sandwich shops, limited-service pizza parlors, self-service restaurants, ice cream and frozen yogurt shops, and snack bars or bakeries with indoor or outdoor seating for customers.”

- The proposed Parklet must be adjacent to the applicant's full-service restaurant establishment. In the case of a partnership application, the proposed Parklet must be adjacent to one of the co-applicants' full-service restaurant establishment.
- Parklets will not be considered on state trunk highways or connecting highways absent WisDOT approval (which is required to be obtained by applicant).
- Location unsafe due to traffic speed (sites adjacent to streets with speed limits above 25 mph are not eligible), poor visibility, narrow street (lack of buffer), or other safety issue related to proximity of motor vehicle traffic.
- Location required for traffic circulation reasons.
- Adverse impacts on fire lanes, hydrant access, or other emergency vehicle response.
- Adverse impacts to, or blocking of storm drains, gutters and other utilities.
- Setup requires bolting or mechanical fastening that damages the roadway or sidewalk.
- Interference with access to private property (driveways, delivery/loading zones).
- Inability to maintain a required minimum clear path of travel for sidewalk users.
- Inability to ensure adequate spacing of customers within proposed area.
- Impacts to transit service.
- Inability to provide ADA compliant access.
- Requires the removal or blocking of vehicle spaces for the physically disabled if same cannot be reasonably accommodated or re-located to another convenient and accessible location on the same block.
- Whether the use would facilitate a public or private nuisance or create undesirable neighborhood problems such as disorderly patrons, unreasonably loud noise, litter, or any other factor which reasonably relates to the public health, safety, and welfare.

SITE PLAN REQUIREMENTS

The site plan shall include the following:

- Dimensions for the length and width of the space to be occupied by Parklet. The length of the proposed area may not exceed the length of sidewalk frontage of the applicant's property/establishment or 30 feet whichever is less. Width of public parking spaces vary: the width may not exceed the maximum width of the parking space(s) to be utilized or 9 feet whichever is less.
- Show barriers/barricades around seating area and other safety conditions for patrons. Vertical elements shall be utilized to make Parklet visible to traffic. The Parklet must have a flush transition at sidewalk and curb to avoid tripping hazards and to allow easy access. Safety requirements may be different for streets with very low volumes or high volumes of traffic.
- Street names and north arrow.

- Show all existing facilities in the sidewalk area and street adjacent to the proposed area, such as light poles, fire hydrants, storm water inlets, catch basins, street signs, bicycle racks, street trees and curb ramps.
- Show the proposed layout of tables and chairs with dimensions for the size of the tables and for the distance between seating groups.
- Show any sidewalk café seating that will also be present along with spacing between sidewalk café seating groups and seating groups within proposed area. Tents and umbrellas may be allowed if they fit completely within the Parklet perimeter, weighted, and conform to all Fire Marshall rules, and approved by staff prior to use.
- Demonstrate ADA compliance and contain applicant's certification that the site plan, design and actual construction of the Parklet are/will be compliant with the provisions of the Americans with Disabilities Act.

TERMS & CONDITIONS

All costs of design, construction, maintenance and removal shall be borne by the Parklet permit holder and co-applicants where applicable.

Approved applicant(s) will be required to provide an appropriate certificate of insurance and agree to indemnify, defend, and hold harmless the municipality as requested. Insurance will be required as follows:

General liability insurance with respect to the right-of-way in an amount not less than One Million Dollars per occurrence, combined single limit. Such insurance policy(ies) shall be issued by an insurer licensed to issue policies in the State of Wisconsin and shall name the City of Wausau, its employees, agents, officers, volunteers, elected and appointed officials, or authorized representatives or volunteers as additional insureds. Proof of insurance coverage must contain the additional insured endorsement; a statement alone on the certificate is not sufficient. All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City. A certificate of insurance evidencing such insurance shall be furnished to the City prior to commencing construction of the Parklet.

Parklets must comply with all City ordinances and the sidewalk café standards of W.M.C. §5.63.060(b), (d) – (p).

Parklet permits shall be granted for the time period of May 1, – October 31, and are valid only during the calendar year in which it is issued.

In the event the parking spaces utilized for a Parklet are needed to accommodate an approved Special Event, Parklet permit holder agrees to cooperate with City to remove the Parklet temporarily for the duration of the Special Event at its own expense.

Additional terms and conditions concerning design and construction of the Parklet may be required as necessary and prudent for the public health and safety of traffic, pedestrians and patrons and the unique features of the proposed Parklet area.

RESOLUTION OF THE FINANCE COMMITTEE

Approving the 2021 budget modification to fund Recycling Fund Deficit

Committee Action: Approved 4-0

Fiscal Impact: \$42,000

File Number: 20-1109

Date Introduced: March 22, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: General Fund Transfer</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$42,000</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: Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, a review of the 2021 financial results indicates that the expenses in the Recycling Fund exceed revenues by \$42,000 resulting in a deficit; and

WHEREAS, your Finance Committee has reviewed and recommends the following fund transfer to fund the deficit:

From: General Fund Transfer to Recycling Fund 110-15099290 \$42,000
 To: Transfer In from General Fund 153-153089210 \$42,000

NOW, THEREFORE, BE IT RESOLVED, that the proper city officials modify the 2021 budget as presented above.

Approved:

 Katie Rosenberg, Mayor

JOINT FINANCE COMMITTEE and WAUSAU WATER WORKS COMMISSION

Date and Time: Tuesday, March 8, 2022 @ 5:15 pm., Council Chambers

Finance Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Dawn Herbst, and
(Deb Ryan *entered late*)

Others Present: Maryanne Groat, Toni Vanderboom, Ben Bliven, Randy Fifrick, Anne Jacobson, Scott Boers, Eric Lindman, Emily Ley, Gerald Klein, Valerie Swanborg, Mary Goede, Kaitlyn Bernarde

Discussion and Possible Action regarding Budget Modification Recycling Fund transfer

Motion by Watson, second by Martens to approve. Motion carried 4-0.

RESOLUTION OF THE FINANCE COMMITTEE

Approving the 2022 budget modification to fund the 2022 sidewalk project

Committee Action: Approved 4-0

Fiscal Impact: \$38,000

File Number: 21-1109**Date Introduced:** March 22, 2022**FISCAL IMPACT SUMMARY**

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: Street Construction</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$38,000</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**, Street Project, Sidewalk Repair and Street Project A have been successfully bid for 2022; and**WHEREAS**, the Sidewalk project is over budget by \$38,000 and the Street A Project is under budget; and**WHEREAS**, your Finance Committee has reviewed and recommends the following fund transfer:

From: 140-300298232 Street Construction	\$38,000
To: 140-300298240 Sidewalk Construction	\$38,000

WHEREAS, this budget transfer realigns the budget with bid costs;**NOW, THEREFORE, BE IT RESOLVED**, that the proper city officials modify the 2022 budget as presented above.

Approved:

Katie Rosenberg, Mayor

JOINT FINANCE COMMITTEE and WAUSAU WATER WORKS COMMISSION

Date and Time: Tuesday, March 8, 2022 @ 5:15 pm., Council Chambers

Finance Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Dawn Herbst, and
(Deb Ryan *entered late*)

Others Present: Maryanne Groat, Toni Vanderboom, Ben Bliven, Randy Fifrick, Anne Jacobson, Scott Boers, Eric Lindman, Emily Ley, Gerald Klein, Valerie Swanborg, Mary Goede, Kaitlyn Bernarde

Discussion and Possible Action regarding Budget Modification Sidewalk Construction Contract

Motion by Herbst, second by Watson to approve. Motion carried 4-0.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving renewal of leaf baling equipment contract with Baumann Lawn Care & Landscaping LLC and amendment of terms and sole source justification

Committee Action: Approved 4-0

Fiscal Impact: \$6,000

File Number: 21-1109

Date Introduced: March 22, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source General Fund Transfer</i>
	<i>One-time Costs:</i>	Yes ☐ No ☒	<i>Amount: Five Year Contract will be considered in future budgets</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, the City entered into a five-year contract with Baumann Lawn Care & Landscaping LLC (Baumann) on October 9, 2017 for a total cost of \$138,080, divided into annual payments, for a leaf baler to be utilized by the city for annual leaf pick up operations which expired on November 17, 2021; and

WHEREAS, your Finance Committee, at their February 8, 2022 meeting, discussed and recommends entering into another five-year contract with Baumann Lawn Care & Landscaping LLC as a sole source purchase of service in part, because Baumann provided the equipment and allowed the city staff to operate the baler; and

WHEREAS, the pricing has been set within the contract for a total five year price of \$237,500, to be divided into annual installments; and

WHEREAS, the price increase reflects the costs Baumann will incur to purchase a new baler; however the parties will review the rent amount for a possible reduction after the end of each term and Baumann shall notice the City in writing of any reduction, should prices for parts, maintenance or equipment go down.

WHEREAS, the cost increase was not anticipated in the 2022 budget and review of the Recycling Fund does not provide other savings; and

WHEREAS, your Finance Committee has reviewed the financial need and recommends a budget transfer from the General Fund to offset the increase as follows:

From:	General Fund Transfer to Recycling Fund	110-15099290	\$6,000
To:	Transfer In from General Fund	153-153089210	\$6,000

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that it hereby approves the five-year leaf baling equipment contract with Baumann Lawn Care & Landscaping LLC and authorizes the proper city officials to execute the leaf baling equipment contract.

NOW THEREFORE BE IT FURTHER RESOLVED that the budget modification outlined above is approved.

Approved:

Katie Rosenberg, Mayor

JOINT FINANCE COMMITTEE and WAUSAU WATER WORKS COMMISSION

Date and Time: Tuesday, March 8, 2022 @ 5:15 pm., Council Chambers

Finance Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Dawn Herbst, and
(Deb Ryan *entered late*)

Others Present: Maryanne Groat, Toni Vanderboom, Ben Bliven, Randy Fifrick, Anne Jacobson, Scott Boers, Eric Lindman, Emily Ley, Gerald Klein, Valerie Swanborg, Mary Goede, Kaitlyn Bernarde

Discussion and Possible Action regarding Budget Modification Leaf Baler Contract

Maryanne Groat explained this was approved at a previous meeting, but when preparing the resolution for Council we realized we had not anticipated the rent increase for the equipment in the 2022 Budget. This corrects the amount to up to \$6,000.

Motion by Martens, second by Herbst to approve the contract. Motion carried 4-0.



TO: Finance Committee

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

DATE: February 8, 2022

SUBJECT: Baumann Lawn Care & Landscaping – 5-year Baling Contract

Please find attached a sole source request to enter a second 5-year contract with Baumann for annual rental of a leaf baler to be used by the city for annual leaf pick up operations. This 5-year contract will be an annual increase of about \$20,000.

Leaf baling has been a significant savings in manpower and equipment versus loading and hauling leaves. Below is a comparison in staffing and equipment:

Baling:

3 Employees – one employee drives rental tractor and baler
Mini Loader – pushing
Loader – loading

Loading into Trucks:

12 Employees
8 Trucks-hauling
2 Loaders-loading
Mini Loader – pushing
Parks tractor or Rental – pushing

Based on the baling operations and reduction in manpower/equipment needs it is recommended to approve the 5-year contract with Baumann.



CITY OF WAUSAU
SOLE SOURCE PURCHASE JUSTIFICATION
REQUIRED FORM PURCHASE OF GOODS OR SERVICES EXCEEDING \$5,000

Purchase of goods or services for no more than \$25,000 may be made without competition when it is agreed *in advance* between the Department Head and the Finance Director. Sole source purchasing should be avoided unless it is clearly necessary and justifiable. The justification must withstand public and legislative scrutiny. The Department Head is responsible for providing written documentation justifying the valid reason to purchase from one source or that only one source is available. Sole source purchasing criteria include: urgency due to public safety, serious injury financial or other, other unusual and compelling reasons, goods or service is available from only one source and no other good or service will satisfy the City's requirements, legal services provided by an attorney, lack of acceptable bids or quotes, an alternate product or manufacturer would not be compatible with current products resulting in additional operating or maintenance costs, standardization of a specific product or manufacturer will result in a more efficient or economical operation or aesthetics, or compatibility is an overriding consideration, the purchase is from another governmental body, continuity is achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, the purchase is more economical to the city on the basis of time and money of proposal development.

1. Sole source purchase under \$5,000 shall be evaluated and determined by the Department Head.
2. Sole source purchase of \$5,000 to \$25,000 a formal written justification shall be forwarded to the Finance Director who will concur with the sole source or assist in locating additional competitive sources.
3. Sole source purchase exceeding \$25,000 must be approved by the Finance Committee.

-
1. Provide a detailed explanation of the good or service to be purchased and vendor.

This contract would be a 5-year contract for the lease/rental of a leaf baler from Baumann Landscaping. The contract would run from 2022 through 2026. The agreement allows the City to use Baumann's baler for baling leaves during leaf pick-up.

2. Provide a brief description of the intended application for the service or goods to be purchased.

The agreement provides the city to rent a baler during the leaf pick up season. Baling leaves allows the city to minimize the amount of trucking as the leaves are sold and picked up by a private entity.

3. State why other products or services that compete in the market will not or do not meet your needs or comply with your specifications.

Baumann provided the baler for the past 5-years and they were the only bidder in 2017 that would provide the equipment and allow city staff to operate the baler. This is significant due to scheduling during operations and not having to try and schedule a non-city worker. Baumann owns and maintains the baler so any repairs/breakdowns are not the responsibility of the city.

4. Describe your efforts to identify other vendors to furnish the product or services.

Other bidders required they provide the operator for the equipment; this does not work well for scheduling. Also, non-city operators lack familiarity with our infrastructure which increases risks of damage.

5. How did you determine that the sole source vendor's price was reasonable?

The price is based on current costs from Baumann to operate and maintain the baler. The price of the rental has gone up about \$20,000 per year, this is primarily because of the price of the new baler has gone up significantly. Baumann will be purchasing a new baler in 2022.

6. Which of the following best describes this sole source procurement? Select all that apply.

☐ Product or vendor is uniquely qualified with capability not found elsewhere.

☐ Urgency due to public safety, serious financial injury or other. (explain)

The procurement is of such a specialized nature that by virtue of experience, expertise, proximity or ownership of intellectual property

☐ Lack of acceptable quotes or bids.

☒ Product compatibility or the standardization of a product.

☒ Continuation of a phased project.

☐ Proposal development is uneconomical.

Department: Public Works

Preparer: Eric Lindman

Vendor Name: Baumann Lawn Care & Landscaping, LLC

Expected amount of purchase or contract: \$237,500 over 5-years

Department Head Signature:

Date:

Finance Director Signature:

Date:

EQUIPMENT RENTAL AGREEMENT

THIS EQUIPMENT RENTAL AGREEMENT (this "Agreement") dated this _____ day of _____, 2022, by and between **Baumann Lawn Care & Landscaping LLC., of 6611 Conner David Drive, Wausau, Wisconsin, 54401 ("Lessor)**, and the **City of Wausau, 407 Grant Street, Wausau, WI 54403, ("Lessee")**.

IN CONSIDERATION OF the mutual covenants and promises in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Lessor leases the Equipment to the Lessee, and the Lessee leases the Equipment from the Lessor on the following terms:

Definitions

The following definitions are used but not otherwise defined in this Agreement:

1. "Casualty Value" means the market value of the Equipment at the end of the term or when in relation to a Total Loss, the market value the Equipment would have had at the end of the Term but for the Total Loss. The Casualty Value may be less than but will not be more than the original purchase price of the Equipment.
2. "Equipment" means: Large tractor with minimum 180 horsepower and Leaf baler that bales 3x3x7 bales with a baling head to bale leaves, capable of collecting branches and sticks less than 1 inch in diameter, which has an approximate value of \$250,000.
3. "Total Loss" means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment.

Lease

The Lessor agrees to lease the Equipment to the Lessee, and the Lessee agrees to lease the Equipment from the Lessor in accordance with the terms set out in this Agreement.

Term

The Agreement commences on February 23, 2022 and will continue to December 1, 2026, and shall be for a like period for each successive year, through 2026, for a total of five (5) annual fall seasons. The Equipment will not be used by Lessee in excess of 160 hours per year.

Rent

The Lessee shall pay to Lessor, contract rent as for rental of Tractor and Baler as follows:

2022 \$43,500 (Forty-three thousand, five hundred dollars and 00/100)

2023 \$45,500 (Forty-five thousand, five hundred dollars and 00/100)

2024 \$47,500 (Forty-seven thousand, five hundred dollars and 00/100)

2025 \$49,500 (Forty-nine thousand, five hundred dollars and 00/100)

2026 \$51,500 (Fifty-one thousand, five hundred and 00/100)

Payment shall be due to Lessor within five (5 days) following Lessor's pickup of the equipment.

The parties will review the rent amount for a possible reduction after the end of each term and Lessor shall notice Lessee in writing of any reduction.

Delivery of Equipment

The Lessor will, at the Lessor's own expense and risk, deliver the Equipment to the Lessee at 400 Myron Street, Wausau, Wisconsin, 54401.

Warranties

The Equipment will be in good working order and good condition upon delivery.

The Equipment is of merchantable quality and is fit for the following purpose: for use only by the City of Wausau during fall seasons for baling of leaf collection.

Maintenance and Repair

The Lessor shall maintain, at Lessee's cost, the equipment in a good repair and operating condition, allowing for reasonable wear and tear. Lessor shall furnish a cell phone number for a responsible party that may be contacted by the City for needed repairs or technical questions from Monday through Friday, between 7 A.M. to 3 P.M. during the rental period. Lessor shall furnish a 2 hour training to Lessee staff at the beginning of the rental period, without cost to Lessee.

Loss and Damage

To the extent permitted by law, the Lessee will be responsible for risk of loss, theft, damage or destruction to the Equipment from any and every cause, while in Lessee's possession.

If the Equipment is lost or damaged, the Lessee will provide the Lessor with prompt written notice of such loss or damage and will, if the Equipment is repairable, put or cause the Equipment to be put in a state of good repair, appearance and condition. At the Lessor's election, the Lessor may elect to provide the needed repairs.

In the event of Total Loss of the Equipment, the Lessee will provide the Lessor with prompt written notice of such loss and will pay to the Lessor unpaid rent for that year from the beginning of such annual term to the date of such notice, plus the Casualty Value of the Equipment, at which point ownership of the Equipment passes to the Lessee.

Ownership, Right to Lease and Quiet Enjoyment

The Equipment is the property of the Lessor and will remain the property of the Lessor.

The Lessee will not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment as security in any manner.

The Lessor warrants that the Lessor has the right to lease the Equipment according to the terms in this Agreement.

The Lessor warrants that as long as no Event of Default has occurred, the Lessor will not disturb the Lessee's quiet and peaceful possession of the Equipment or the Lessee's unrestricted use of the Equipment for the purpose for which the Equipment was designed.

Surrender

At the end of the Term or upon earlier termination of this Agreement, the Lessee will make the Equipment available for pick up at 400 Myron Street, Wausau, Wisconsin 54401.

Insurance

No insurance coverage for the Equipment is required under this Agreement.

Default

The occurrence of any one or more of the following events will constitute an event of default ("Event of Default") under this Agreement:

1. The Lessee fails to pay any amount provided for in this Agreement when such amount is due or otherwise breaches the Lessee's obligations under this Agreement.

Remedies

On the occurrence of an Event of Default, the Lessor will be entitled to pursue any one or more of the following remedies (the "Remedies"):

1. Declare the entire amount of the Rent for the Term immediately due and payable without notice or demand to the Lessee.
2. Commence legal proceedings to recover the Rent and other obligations accrued before and after the Event of Default.
3. Take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law.
4. Terminate this Agreement immediately upon written notice to the Lessee.
5. Pursue any other remedy available in law or equity.

Assignment

The Lessee will not assign this agreement, the Lessee's interest in this Agreement, or the Lessee's interest in the Equipment without the prior written consent of the Lessor.

The Lessor will not assign this Equipment, the Lessor's interest in this Agreement or the Lessor's interest in the Equipment without the prior written consent of the Lessee. The Lessor will not assign or transfer the Lessor's right to collect rent or any other financial obligation of the Lessee. If the Lessor assigns this Agreement, its interest in this Agreement or its interest in the Equipment without prior written consent of the Lessee, the Lessee will be entitled to terminate this Agreement without penalty.

Notice

Service of all notices under this Agreement will be delivered personally or sent by registered mail or courier to the following addresses:

Lessor: Baumann Lawn Care & Landscaping LLC, 6611 Conner David Dr., Wausau, Wisconsin, 54401

Lessee: City of Wausau, 407 Grant Street, Wausau, Wisconsin, 54403

Governing Law

It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, be construed in accordance with the laws of the State of Wisconsin.

General Terms

This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

Time is of the essence in this agreement.

This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party to this Agreement.

Neither party will be liable for damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions, wars, insurrections, natural disasters, such as earthquakes, hurricanes or floods and/or any other cause beyond the reasonable control of the Party whose performance is affected.

IN WITNESS WHEREOF the parties to this Agreement have executed this Equipment Rental Agreement on this _____ day of _____, 2022.

Baumann Lawn Care & Landscaping LLC

City of Wausau

By: _____

By: Katie Rosenberg, Mayor

Witness

Witness

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

ORDINANCE OF COMMON COUNCIL

Amending Section 1.12.010 City wards and Section 1.12.015 Aldermanic districts

Committee Action: Pending

Ordinance Number:

Fiscal Impact: None

File Number: 01-0725

Date Introduced: March 22, 2022

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

Add ()

Delete ()

Section 1. That Section 1.12.010 City wards is hereby amended to read as follows:

1.12.010 City wards.

The city shall be divided into 22 24 wards, the boundaries of which shall be as hereinafter set forth:

....

WARD 3

2020 Federal Census Tract 55073000700; Blocks 1032—1033, 1036—1037, 1040, 1043 1047—1049 1051, 2001-2010, 3010—3011, 3015 3016—3021, 1035—02(split).

2020 Federal Census Tract 55073000800; Blocks 1000—1003, 1043—1044, 2000 2001—2003.

2020 Federal Census Tract 55073000900; Block 1000.

~~2020 Federal Census Tract 55073001105; Blocks 1060—1061, 1063—1067.~~

....

WARD 23

2020 Federal Census Tract 55073001402; Part of Block 1016.^[1]

WARD 24

2020 Federal Census Tract 55073000700; Blocks 1035_02(split), 1040, 1043-1046, 1050—1051.

2020 Federal Census Tract 55073000800; Blocks 1044, 2000.

2020 Federal Census Tract 55073000900; Blocks 1000.

2020 Federal Census Tract 55073001105; Blocks 1060—1061, 1063—1067.

Footnotes:

---(1)---

December 2021 annexation was completed after redistricting. New block numbers cannot be completed until the next census.

Section 2. That Section 1.12.015 Aldermanic districts is hereby amended to read as follows:

1.12.015 Aldermanic districts.

....

Aldermanic District 2

Wards 3, ~~and 5~~, and 24 as described in section 1.12.010.

....

Aldermanic District 11

Wards 4, ~~and 9~~ and 23 as described in section 1.12.010.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall be in full force and effect on the day after its publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor
Attest:

Kaitlyn A. Bernarde, Clerk

Memo

To: Common Council
From: Kaitlyn Bernarde, City Clerk
Date: 3/22/2022
Re: Ordinance Amendment for City Wards and Aldermanic Districts

Purpose: To amend Section 1.12.010 City wards and Section 1.12.015 Aldermanic districts to adjust Ward 3 and establish Ward 24 following the legislative ward map that splits Ward 3 between WI Assembly District 85 and 86. The ordinance amendment also formally adds Ward 23 which was created with the Annexation Ordinance the Common Council approved on December 14, 2021.

Background: I was made aware on March 17, 2022, by the Wisconsin Elections Commission, that Ward 3 in the City of Wausau has been split by the legislative district plan because of redistricting following the 2020 Census. Wis. Stat. § 5.15 (4) (a) provides that if a redistricting plan establishes a district boundary that does not coincide with a ward established under a municipality's ordinance or resolution, the municipal governing body must amend the ordinance or resolution. That same statute provides that the municipal governing body must amend the ordinance or resolution no later than April 10 of the second year following the year of the census. Therefore, the City of Wausau would need to establish a new Ward 24 by April 10, 2022.

After seeking guidance from the City Attorney's Office, City Engineering, and Marathon County CPZ Department, this ordinance amendment was created reflecting the adjusted Census Tracts and Blocks for Ward 3 and proposed Ward 24. Ward 24 would be a part of Aldermanic District 2, as Ward 3 currently is.

Recommendation: Approval, amending the municipal ordinance adjusting Ward 3, and adding Wards 23 and 24.

Sincerely,



Kaitlyn Bernarde

RESOLUTION OF THE FINANCE COMMITTEE

Approving the Budget Modification for the Purchase of Seven Buses through the VW State of Wisconsin Grant Assistance Program and Transit Reserves

Committee Action: *Pending*

Fiscal Impact: \$3,053,963

File Number: 21-1109

Date Introduced: March 22, 2022

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☐ No ☒	
	Included in Budget:	Yes ☐ No ☒	Budget Source: Re-establishing bus purchase
	One-time Costs:	Yes ☒ No ☐	Amount: \$3,053,963.29
	Recurring Costs:	Yes ☐ No ☒	Amount:
SOURCE	Fee Financed:	Yes ☐ No ☒	Amount:
	Grant Financed:	Yes ☒ No ☐	Amount: \$2,891,985 VW funding
	Debt Financed:	Yes ☐ No ☒	Amount Annual Retirement
	TID Financed:	Yes ☐ No ☒	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, the Common Council approved Resolution 18-0915 which authorized the application for Transit Grant Capital Assistance funds under the VW Mitigation Program to purchase 7 buses on September 25, 2018; and

WHEREAS, Resolution 18-0915 also authorized funding the local share from the municipal revenue program reduction proposed by the State of Wisconsin, and

WHEREAS, on July 9, 2019 the Common Council authorized a budget adjustment Resolution 18-1109 to fund optional equipment not included in the bus base price and for the application of the producer price index; and

WHEREAS, on October 13, 2020 the Common Council authorized a budget adjustment Resolution 19-1109 to increase an additional \$93,813.69 of the local share from Transit reserves to fund the final budget gap; and

WHEREAS, during the 2022 budget deliberations the Transit Director outlined the use of the Cares Funding for the local share; and

WHEREAS, the seven buses were delivered in 2022 and invoices totaling \$3,053,963.29 are due for payment; and

WHEREAS, the City Council annually re-establishes multi-year capital budgets known as a carryover budget in April and

WHEREAS, your Finance Committee has considered and recommends a budget modification so that the bills can be paid timely as follows:

150-237598300	TRANSIT CAPITAL BUDGET	\$3,053,963.29
150-237588416	GRANT PROCEEDS – VW Capital Grant	\$2,891,985.00
164-30009	TRANSIT RESERVES	\$ 161,978.29

NOW THEREFORE BE IT RESOLVED, that the proper city officials modify the 2022 budget as presented above.

Approved:

Katie Rosenberg, Mayor

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the write off of certain uncollectible delinquent personal property tax accounts from the City's accounting records

Committee Action: *Pending*

Fiscal Impact: \$ 39,360.22

File Number: 03-0306

Date Introduced: March 22, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: Bad Debt Expense</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 the City of Wausau has an ongoing program for the collection of delinquent personal property taxes, however there are always some personal property taxes which are uncollectible due to various reasons and

WHEREAS, there is always a continuous effort to recover delinquent personal property taxes, and

WHEREAS, Wisconsin Statutes dictates the timeline of charge backs occur annually by April 1; and

WHEREAS, the Finance Committee has reviewed the list of 2020 delinquent personal property taxes on Attachment A and recommends the write off **and** charge back of these taxes as provided within the State of Wisconsin Statutes, and

WHEREAS, staff will continue to collect on these delinquencies; Now Therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the proper City Official(s) be and are hereby authorized and directed to write off the delinquent personal property taxes as outlined on Attachment A, from the Tax Adjustment account #110-25097410 in order to provide sound financial management.

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau that the proper City Official(s) be and are hereby authorized and directed to charge back to the appropriate governmental entities their share of these delinquent personal property taxes as outlined on Attachment A.

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau that the list of delinquent personal property taxes be entered into the minutes and published in the newspaper.

Approved:

Katie Rosenberg, Mayor

Parcel Number	Owner	Sts*	Sp Chrg	Sp Assmt	Delq Chrg	MFL/Drng	Gen Tax	Total Tax	Amnt Pd	Current Due*
CITY OF WAUSAU (Personal Property)										
29100000001051	ABSOLUTE HAIR	D	0.00	0.00	0.00	0.00	113.07	113.07	0.00	113.07
29100000001087	DA CONSULTING LLC	D	0.00	0.00	0.00	0.00	40.21	40.21	0.00	40.21
closed o/b 29100000001097	ADVANCED PAIN MANAGEMENT SC	D	0.00	0.00	0.00	0.00	2,143.30	2,143.30	0.00	2,143.30
closed o/b 29100000001128	ARAMARK HEALTHCARE TECHNOLOGY	D	0.00	0.00	0.00	0.00	1,922.18	1,922.18	0.00	1,922.18
29100000001152	ALIMI, OEMAL	D	0.00	0.00	0.00	0.00	402.03	402.03	396.17	5.86
mail returned undeliverable 29100000001440	ALZHEIMERS ASSOCIATION	D	0.00	0.00	0.00	0.00	65.34	65.34	0.00	65.34
mail returned last year undeliverable 29100000001497	AMERICAN TELEPSYCHIATRY	D	0.00	0.00	0.00	0.00	113.07	113.07	0.00	113.07
29100000001662	ANGEL ANTHONY GROUP LLC	D	0.00	0.00	0.00	0.00	125.63	125.63	0.00	125.63
pd. 29100000002386	NEIL BERENS CONSTRUCTION	D	0.00	0.00	0.00	0.00	339.20	339.20	0.00	339.20
mail returned undeliverable 29100000002467	BITE SQUAD	D	0.00	0.00	0.00	0.00	188.45	188.45	0.00	188.45
mail returned undeliverable 29100000002476	BIRCH TREE WELLNESS	D	0.00	0.00	0.00	0.00	20.10	20.10	0.00	20.10
29100000002551	BODY WISDOM	D	0.00	0.00	0.00	0.00	25.14	25.14	0.00	25.14
mail returned undeliverable 29100000002556	BOHO FARMHOUSE	D	0.00	0.00	0.00	0.00	12.56	12.56	0.00	12.56
29100000002586	BOOST MOBILE GRANADA LLC	D	0.00	0.00	0.00	0.00	246.24	246.24	0.00	246.24
Bankruptcy 29100000002635	CHRISTOPHER & BANKS INC	D	0.00	0.00	0.00	0.00	1,610.62	1,610.62	0.00	1,610.62
pd. 29100000002797	BUCHKOSKI, BRUCE	D	0.00	0.00	0.00	0.00	213.59	213.59	0.00	213.59
mail returned last year undeliverable 29100000002970	BYLINE BANK	D	0.00	0.00	0.00	0.00	17.58	17.58	0.00	17.58

*Current due does not include interest and penalty. *Status: P= Postponed, D = Delinquent, N = None, M = Must be paid in full

Parcel Number	Owner	Sts*	Sp Chrg	Sp Assmt	Delq Chrg	MFL/Drng	Gen Tax	Total Tax	Amnt Pd	Current Due*
CITY OF WAUSAU (Personal Property)										
29100000003067	CAPTURED MEMORIES PHOTOGRAPHY	D	0.00	0.00	0.00	0.00	170.87	170.87	0.00	170.87
mail returned undeliverable 29100000003726	CPR CELL PHONE REPAIR	D	0.00	0.00	0.00	0.00	100.51	100.51	0.00	100.51
SUE 29100000003824	COUNTRY COIN & COLLECTIBLES	D	0.00	0.00	0.00	0.00	115.58	115.58	0.00	115.58
mail returned undeliverable 29100000003834	COX & ASSOCIATES	D	0.00	0.00	0.00	0.00	37.69	37.69	0.00	37.69
29100000004002	DFK CHARTERED DF KNAPP & ASSOCIATES	D	0.00	0.00	0.00	0.00	160.80	160.80	0.00	160.80
29100000004129	EXPRESSIONS INK GUY DANIELS	D	0.00	0.00	0.00	0.00	130.65	130.65	41.48	89.17
29100000004340	DRILLWORX	D	0.00	0.00	0.00	0.00	138.20	138.20	136.27	1.93
closed o/b 29100000004652	MUTAZ CELL, LLC	D	0.00	0.00	0.00	0.00	432.18	432.18	0.00	432.18
closed o/b 29100000004767	DORADO SURFACES	D	0.00	0.00	0.00	0.00	45.22	45.22	0.00	45.22
closed o/b 29100000004973	EASY LIVING MANAGEMENT INC	D	0.00	0.00	0.00	0.00	105.53	105.53	0.00	105.53
mail returned last year undeliverable 29100000005101	ECCENTRIC CO.EMPORIUM	D	0.00	0.00	0.00	0.00	105.53	105.53	0.00	105.53
29100000005372	EL ZEBAS	D	0.00	0.00	0.00	0.00	628.17	628.17	0.00	628.17
29100000005876	ESSENTIAL MASSAGE & WELLNESS BY AMY	D	0.00	0.00	0.00	0.00	125.63	125.63	118.62	7.01
mail returned last year undeliverable 29100000005991	ELLA BAY TRANSPORT LLC	D	0.00	0.00	0.00	0.00	15.07	15.07	0.00	15.07
29100000006057	FARMHOUSE FITNESS LLC	D	0.00	0.00	0.00	0.00	603.04	603.04	0.00	603.04
mail returned 2019 undeliverable 29100000006133	FERMANICH, BRUCE	D	0.00	0.00	0.00	0.00	32.66	32.66	0.00	32.66
mail returned last year undeliverable 29100000006377	FIRST BUSINESS BANK	D	0.00	0.00	0.00	0.00	45.22	45.22	0.00	45.22

*Current due does not include interest and penalty. *Status: P= Postponed, D = Delinquent, N = None, M = Must be paid in full

Parcel Number	Owner	Sts*	Sp Chrg	Sp Assmt	Delq Chrg	MFL/Drng	Gen Tax	Total Tax	Amnt Pd	Current Due*
CITY OF WAUSAU (Personal Property)										
29100000006838	FRANKIE & FLETCHER MERCANTILE	D	0.00	0.00	0.00	0.00	55.28	55.28	0.00	55.28
29100000007024	GET WELL HEALTH SERVICES	D	0.00	0.00	0.00	0.00	70.35	70.35	19.04	51.31
mail returned undeliverable 29100000007544	GRANDADS.COM INC	D	0.00	0.00	0.00	0.00	140.72	140.72	0.00	140.72
29100000007910	GREAT KIDS INC	D	0.00	0.00	0.00	0.00	271.37	271.37	267.63	3.74
29100000008020	HALO SALON	D	0.00	0.00	0.00	0.00	246.24	246.24	0.00	246.24
mail returned undeliverable 29100000008326	HEMP ETC	D	0.00	0.00	0.00	0.00	125.63	125.63	0.00	125.63
29100000008560	HIAWATHIA THE INC	D	0.00	0.00	0.00	0.00	1,381.97	1,381.97	1,362.69	19.28
mail returned undeliverable 29100000008568	HIP POCKET DESIGNS LLC	D	0.00	0.00	0.00	0.00	188.45	188.45	0.00	188.45
closed o/b 29100000008703	HOLLY ANN MUSIC STUDIO	D	0.00	0.00	0.00	0.00	75.38	75.38	0.00	75.38
closed o/b 29100000008895	HOULE, GAYE M	D	0.00	0.00	0.00	0.00	213.59	213.59	0.00	213.59
mail returned last year 29100000009180	IGNITE	D	0.00	0.00	0.00	0.00	17.58	17.58	0.00	17.58
29100000009497	NEMEC INSURNACE SERVICES	D	0.00	0.00	0.00	0.00	180.91	180.91	168.46	12.45
closed o/b 29100000010150	JACKMAN LAW FIRM LLC	D	0.00	0.00	0.00	0.00	1,070.40	1,070.40	0.00	1,070.40
mail returned undeliverable 29100000010177	JOJO'S ONLINE SALES	D	0.00	0.00	0.00	0.00	30.15	30.15	0.00	30.15
29100000010211	JALAPENOS OF WAUSAU LLC	D	0.00	0.00	0.00	0.00	4,397.18	4,397.18	0.00	4,397.18
mail returned last year 29100000010411	JENNY'S FAMILY RESTAURANT	D	0.00	0.00	0.00	0.00	45.22	45.22	0.00	45.22
29100000010513	EDWARD D JONES & CO	D	0.00	0.00	0.00	0.00	92.96	92.96	89.07	3.89
29100000010514	EDWARD JONES	D	0.00	0.00	0.00	0.00	123.12	123.12	117.96	5.16

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CITY OF WAUSAU (Personal Property)										
29100000010518	EDWARD D JONES & CO LP	D	0.00	0.00	0.00	0.00	115.58	115.58	110.74	4.84
29100000010519	EDWARD JONES INVESTMENTS	D	0.00	0.00	0.00	0.00	148.25	148.25	142.05	6.20
29100000010866	GLISCH, JORDAN	D	0.00	0.00	0.00	0.00	20.10	20.10	0.00	20.10
closed o/b 29100000010872	JOURNEY ELEVEN LLC	D	0.00	0.00	0.00	0.00	369.37	369.37	0.00	369.37
29100000011276	KIMKAR LLC	D	0.00	0.00	0.00	0.00	62.82	62.82	0.00	62.82
mail returned undeliverable 29100000011661	KASA DELIVERY LLC	D	0.00	0.00	0.00	0.00	10.05	10.05	0.00	10.05
29100000012373	LAZY ACRES MHC WI LLC	D	0.00	0.00	0.00	0.00	439.71	439.71	433.21	6.50
29100000012409	LEANING DOG YOGA	D	0.00	0.00	0.00	0.00	15.07	15.07	0.00	15.07
29100000012520	LEVIT-JONES LAW OFFICES LLC	D	0.00	0.00	0.00	0.00	565.35	565.35	565.23	0.12
29100000012605	LIFT	D	0.00	0.00	0.00	0.00	1,884.49	1,884.49	0.00	1,884.49
29100000012742	LITTLE BULL FALLS SOAP WORKS AND GIFTS	D	0.00	0.00	0.00	0.00	7.54	7.54	0.00	7.54
mail returned undeliverable 29100000013116	MANDA JULAINE DESIGN	D	0.00	0.00	0.00	0.00	12.56	12.56	0.00	12.56
29100000013334	MARLIN LEASING	D	0.00	0.00	0.00	0.00	40.21	40.21	39.12	1.09
29100000013563	MERAKI SALON & TATTOO	D	0.00	0.00	0.00	0.00	45.22	45.22	0.00	45.22
Pd. 29100000013603	MIDAS AUTO SERVICE & TIRES	D	0.00	0.00	0.00	0.00	623.14	623.14	0.00	623.14
Pd. 29100000013738	MITCH'S TEXAS TACO'S	D	0.00	0.00	0.00	0.00	87.93	87.93	0.00	87.93
mail returned undeliverable 29100000013751	MILLIMAN LLC	D	0.00	0.00	0.00	0.00	30.15	30.15	0.00	30.15
29100000013907	MOUNTAIN VIEW MONTESSORI	D	0.00	0.00	0.00	0.00	1,130.70	1,130.70	1,130.47	0.23

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CITY OF WAUSAU (Personal Property)										
closed o/b 2018 mail returned last year undeliverable 29100000013926	MYSTIC MASSAGE	D	0.00	0.00	0.00	0.00	80.41	80.41	0.00	80.41
29100000014042	NAILS BY PAULA	D	0.00	0.00	0.00	0.00	25.14	25.14	0.00	25.14
closed o/b 29100000014200	NAWROCKI, TIMOTHY	D	0.00	0.00	0.00	0.00	70.35	70.35	0.00	70.35
mail returned undeliverable 29100000014375	NEUMEYER CHIROPRACTIC OFFICE	D	0.00	0.00	0.00	0.00	261.31	261.31	0.00	261.31
29100000014727	NATURZ REMEDY VINCENT RAMOS	D	0.00	0.00	0.00	0.00	125.63	125.63	0.00	125.63
mail returned undeliverable 29100000015320	OUTCOME HEALTH	D	0.00	0.00	0.00	0.00	113.07	113.07	37.67	75.40
mail returned last year undeliverable 29100000015602	OPA GYROS	D	0.00	0.00	0.00	0.00	155.79	155.79	0.00	155.79
closed o/b 29100000015742	OUTLOOK INVESTMENT GROUP	D	0.00	0.00	0.00	0.00	55.28	55.28	0.00	55.28
closed o/b 29100000016031	PAIN CENTER OF WISCONSIN WAUSAU	D	0.00	0.00	0.00	0.00	8,631.03	8,631.03	0.00	8,631.03
29100000016032	PC PORTAL	D	0.00	0.00	0.00	0.00	95.49	95.49	0.00	95.49
29100000016071	PLOVER RIVER LAND COINC	D	0.00	0.00	0.00	0.00	37.69	37.69	36.65	1.04
Sue 29100000016771	HYDRO KLEAN	D	0.00	0.00	0.00	0.00	4,733.89	4,733.89	0.00	4,733.89
29100000016881	PROMETRIC LLC	D	0.00	0.00	0.00	0.00	314.08	314.08	0.00	314.08
payment p/b 29100000017092	REGNER, CHARLES	D	0.00	0.00	0.00	0.00	296.50	296.50	0.00	296.50
closed o/b 2018 mail returned last year undeliverable 29100000017454	SAFE ALERT LLC	D	0.00	0.00	0.00	0.00	95.49	95.49	0.00	95.49
mail returned last year undeliverable 29100000017754	SCHULZ'S RECYCLING INC	D	0.00	0.00	0.00	0.00	1,356.83	1,356.83	0.00	1,356.83
mail returned last year undeliverable 29100000017842	SEA SIREN TATTOO & PIERCINGS	D	0.00	0.00	0.00	0.00	95.49	95.49	0.00	95.49

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CITY OF WAUSAU (Personal Property)										
29100000017869	SEDGWICK CLAIMS MANAGEMENT SERVICES INC	D	0.00	0.00	0.00	0.00	2,588.04	2,588.04	2,476.59	111.45
29100000017921	SENIOR SPECIALISTS INSURANCE	D	0.00	0.00	0.00	0.00	150.75	150.75	0.00	150.75
29100000017928	715 DELIVERY.COM	D	0.00	0.00	0.00	0.00	130.65	130.65	0.00	130.65
29100000018350	STEPPERT, ROULAND	D	0.00	0.00	0.00	0.00	1,175.92	1,175.92	0.00	1,175.92
29100000018381	TERRACE COURT SENIOR LIVING	D	0.00	0.00	0.00	0.00	821.64	821.64	809.50	12.14
29100000018495	SWEETS ON THIRD	D	0.00	0.00	0.00	0.00	663.36	663.36	0.00	663.36
29100000018566	TRUE NORTH COUNSELING & WELLNESS	D	0.00	0.00	0.00	0.00	108.04	108.04	0.00	108.04
29100000018667	TERRADEA SALON/SPA	D	0.00	0.00	0.00	0.00	271.37	271.37	0.00	271.37
29100000018668	TERRADEA SALON/SPA ISLAND PL	D	0.00	0.00	0.00	0.00	62.82	62.82	0.00	62.82
29100000018708	THE BARK ACADEMY	D	0.00	0.00	0.00	0.00	120.61	120.61	0.00	120.61
29100000018718	THE LASH BOUTIQUE PLUS LLC	D	0.00	0.00	0.00	0.00	70.35	70.35	0.00	70.35
29100000018737	THE GAMING EMPORIUM DAVID MILLER	D	0.00	0.00	0.00	0.00	12.56	12.56	0.00	12.56
29100000018738	THRIVENT FINANCIAL REGIONAL FIELD OFFICE	D	0.00	0.00	0.00	0.00	125.63	125.63	120.22	5.41
29100000018768	THEMES	D	0.00	0.00	0.00	0.00	30.15	30.15	0.00	30.15
29100000019402	WAUSAU ENGINES INC	D	0.00	0.00	0.00	0.00	22.62	22.62	0.00	22.62
29100000019581	WAUSAU MUSIC CENTER	D	0.00	0.00	0.00	0.00	655.81	655.81	0.00	655.81
29100000019631	SALEYTICS F/K/A WEST REVENUE GENERATION	D	0.00	0.00	0.00	0.00	1,713.64	1,713.64	1,688.32	25.32

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CITY OF WAUSAU (Personal Property)										
<i>Pd.</i> 29100000019709	WEISENBECK, TODD	D	0.00	0.00	0.00	0.00	85.43	85.43	0.00	85.43
<i>Pd.</i> 29100000019903	WEST, BRIAN	D	0.00	0.00	0.00	0.00	100.51	100.51	0.00	100.51
29100000020369	WHISKEY RIVER BAR & GRILL	D	0.00	0.00	0.00	0.00	633.19	633.19	0.00	633.19
29100000020500	ZOOMSYSTEMS	D	0.00	0.00	0.00	0.00	72.87	72.87	0.00	72.87
29120000033475	POLYWOOD FABRICATIONINC	D	0.00	0.00	0.00	0.00	3,070.50	3,070.50	3,025.79	44.71
Total for CITY OF WAUSAU (Personal Property)			0.00	0.00	0.00	0.00	54,155.53	54,155.53	13,332.95	40,822.58

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	Sp Chrg	Sp Assmt	Delq Chrg	MFL/Drng	Gen Tax	Total Tax	Amnt Pd	Current Due*
Total for report	19,175.72	1,083.22	40,916.04	0.00	418,220.84	479,395.82	31,531.80	447,864.02

	Postponed	Delinquent
Omitted Taxes**	0.00	0.00
Real Estate Total	0.00	407,041.44
Personal Property Total	0.00	40,822.58
Total Value	0.00	447,864.02

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