



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 28, 2023 at 6:30 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Carol Lukens, Michael Martens, Tom Kilian, Doug Diny, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Chad Henke

Call to Order
Pledge of Allegiance / Roll Call / Proclamations

Presentation:	Regional Housing Study (Sam Wessel)
Public Comment:	Pre-registered citizens for matters appearing on the agenda and other public comment.

File #	CMT	Consent Agenda	ACT
23-0301	COUN	Minutes of previous meeting (3/14/23)	Place on file
23-0309	CISM	Resolution Accepting Easement with MKB Wausau LLC for the replacement of infrastructure at 110 South 17th Avenue	Approved 4-0
23-0310	CISM	Resolution Accepting Easement with 109 S. 17th Avenue LLC and RL 17th, LLC for the installation of sidewalk at 109 South 17th Avenue	Approved 4-0
23-0311	CISM	Resolution Accepting Easement with Wisconsin Public Service to bury electrical facilities at 919 South 48th Avenue	Approved 4-0
23-0314	CISM	Resolution Approving State/Municipal Agreement for Business Campus Trail E/W Connector, Innovation Way to 72nd Avenue	Approved 5-0
23-0315	CISM	Resolution Approving Application for an Urban Nonpoint Source (UNPS) and Stormwater Management Construction Grant	Approved 5-0
23-0312	CISM & PLAN	Joint Resolution Accepting dedication of right-of-way for Washington Street from 14th Street to Kickbusch Street	Approved 5-0 Approved 6-0
03-1007	FIN	Resolution Approving the 2023 Community Development Block Grant Program Allocation	Approved 5-0
92-0623	FIN	Resolution Authorizing renewal of parking lot lease with Colonial Property 4, LLC (Grant and 3rd Streets)	Approved 5-0

File #	CMT	Resolutions and Ordinances	ACT
23-0303		Mayor's Appointments	
23-0316	AIR & FIN	Joint Resolution Proceeding with City Owned Hangar #3 Door Replacement Project as Sponsor Only Funded Project Administered by Wisconsin Bureau of Aeronautics with 90% of Project Costs to be Reimbursed with Bipartisan Infrastructure Law (BIL) Funding in 2023, Contingent on Assurance from BOA Prior to Bid Advertising that BIL reimbursement will occur: estimated project cost of \$450,000.00	Approved 4-0 Approved 5-0
23-0313	CISM	Ordinance Amending Section 10.20.080(a) designating no parking on south side of Sherman Street between S. 3rd Avenue and S. 4th Avenue	Approved 4-1
21-1109	FIN	Resolution Approving Modification of the 2022 Budget – Transit Fuel System Upgrade	Approved 5-0
		Suspend Rule 6(B) Filing (2/3 vote required)	
22-0406	FIN	Resolution Approving Memorandum of Understanding between Marathon County, North Central Health Care and Metro Ride for specialized transportation assistance	Pending
13-0519	COUN	Resolution Approving First Amendment to Development Agreement between City of Wausau and Wisconsin College Baseball, LLC (Wausau Woodchucks – Athletic Park Phase IV Renovations)	Pending

Public Comment & Suggestions

CLOSED SESSION pursuant to s. 19.85 (1) (e) and (1)(g), Wis. Statutes, for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session; 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, relating to approving a First Amendment to the Development Agreement between the City of Wausau and Wisconsin College Baseball, LLC

RECONVENE into open session, if necessary, to take action on closed session item

Adjournment

Signed by Mayor Katie Rosenberg

Members of the public who do not wish to appear in person may view the meeting live on live on the Internet, by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail kaitlyn.bernarde@ci.wausau.wi.us with "Common Council public comment" in the subject line prior to the meeting start.

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 3/24/23 @ 12:00 PM Questions regarding this agenda may be directed to the City Clerk.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6622 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.



Metro Housing Study

NORTH CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION

Introduction

- ▶ About NCWRPC
- ▶ Housing Concerns
- ▶ Project Goals
 - ▶ Housing Demand
 - ▶ Strategies
 - ▶ Programs

Project Overview

- ▶ T. Rib Mountain
 - ▶ V. Kronenwetter, Maine, Marathon City, Rothschild, & Weston
 - ▶ C. Schofield & Wausau
-
- ▶ Spring - Summer 2022: Background Data
 - ▶ Summer – Fall 2022: Public Participation
 - ▶ December 2022: Final Draft Published

Project Steps

- ▶ Background data
- ▶ Comp. Plan analysis
- ▶ Zoning Analysis
- ▶ Housing Programs so far
- ▶ Public Survey
- ▶ Limitations:
 - ▶ Rent vs. Buy
 - ▶ 2020 Data
 - ▶ Changing conditions
- ▶ Stakeholder Interviews
- ▶ Recommendations, strategies, and programs
- ▶ Conclusions
- ▶ Appendices

Background Data

Table 1: Population

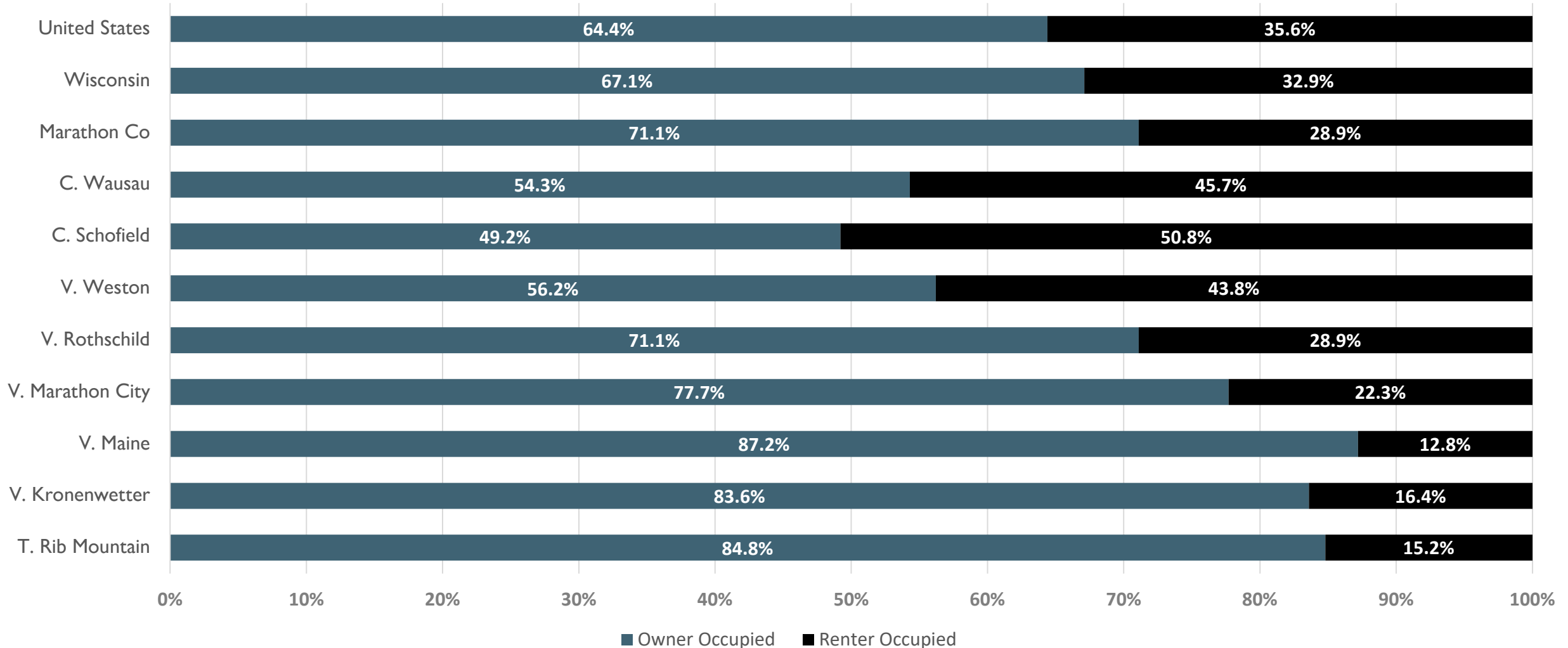
Municipality	2000	2010	2020	2000-10	2000-20	2000-20
				% Change	% Change	Net Change
T. Rib Mountain	7,547	6,825	7,313	-9.57%	-3.10%	-234
V. Kronenwetter	5,366	7,210	8,353	34.36%	55.67%	2,987
V. Maine	2,470	2,337	2,613*	-5.38%	5.79%	143
V. Marathon City	1,632	1,524	1,576	-6.62%	-3.43%	-56
V. Rothschild	4,920	5,269	5,567	7.09%	13.15%	647
V. Weston	12,252	14,868	15,723	21.35%	28.33%	3,471
C. Schofield	2,115	2,169	2,157	2.55%	1.99%	42
C. Wausau	38,404	39,106	39,994	1.83%	4.14%	1,590
Total in Study	74,706	79,308	80,683	6.16%	8.00%	5,977
Marathon Co.	125,834	134,063	138,013	6.54%	9.68%	12,179
Wisconsin	5,363,675	5,686,986	5,893,718	6.03%	9.88%	530,043

Source: U.S. 2000, 2010, & 2020 Decennial Census. *Maine merged with the former Town of Brokaw in 2018.

Background Data

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Figure 3: Household Type



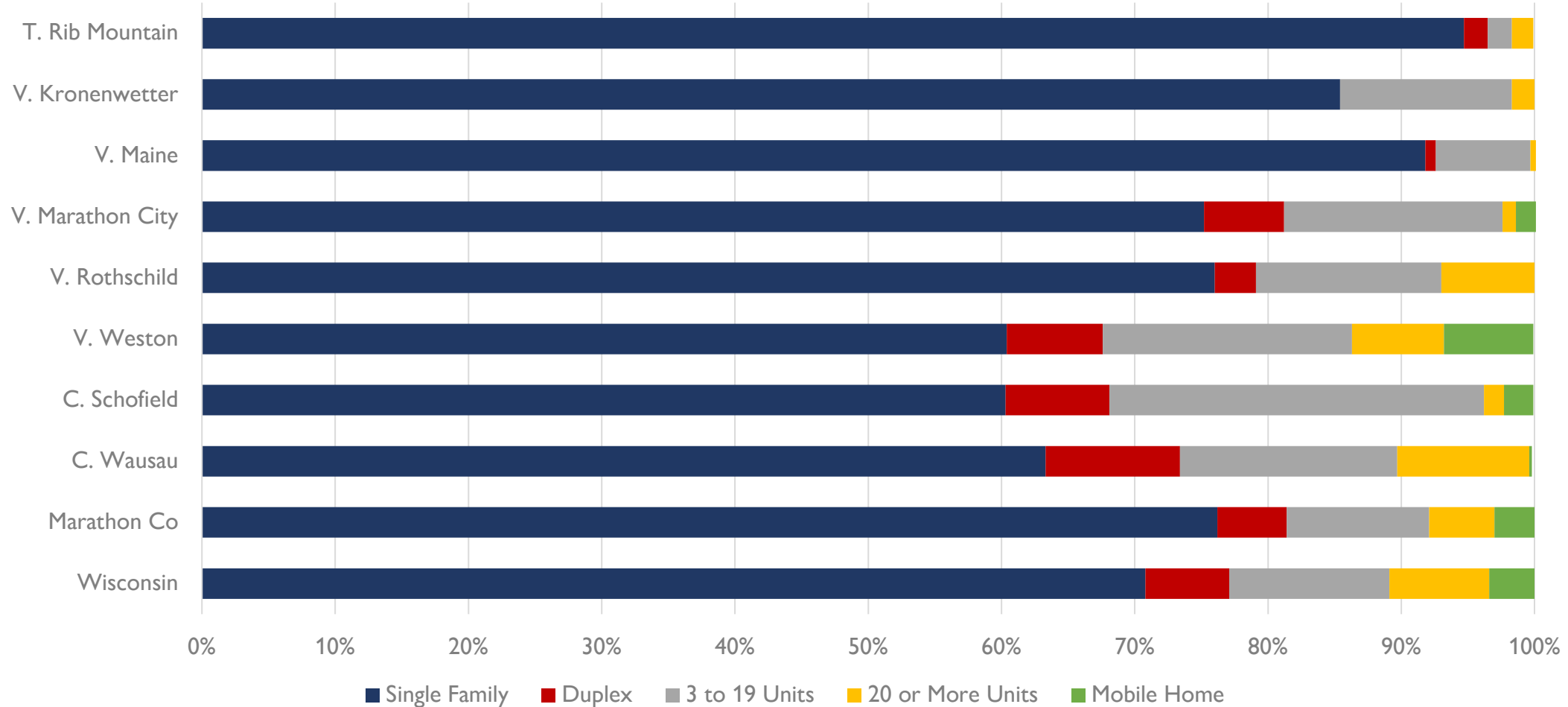
Background Data

Table 2: Total Housing Units

	2000	2010	2020	Percent Change 2000-2020
T. Rib Mountain	2,770	2,761	2,955	 6.7%
V. Kronenwetter	1,953	2,810	3,356	 71.8%
V. Maine	926	1,072	1,102	 19.0%
V. Marathon City	658	680	695	 5.6%
V. Rothschild	1,968	2,332	2,448	 24.4%
V. Weston	4,839	6,364	6,670	 37.8%
C. Schofield	1,017	1,099	1,108	 8.9%
C. Wausau	16,687	18,154	18,605	 11.5%
Study Area	30,818	35,272	36,939	 19.9%
Marathon Co	50,360	57,734	59,828	 18.8%
Wisconsin	2,321,144	2,624,358	2,727,726	 17.5%

Background Data

Figure 5: Housing Unit Type

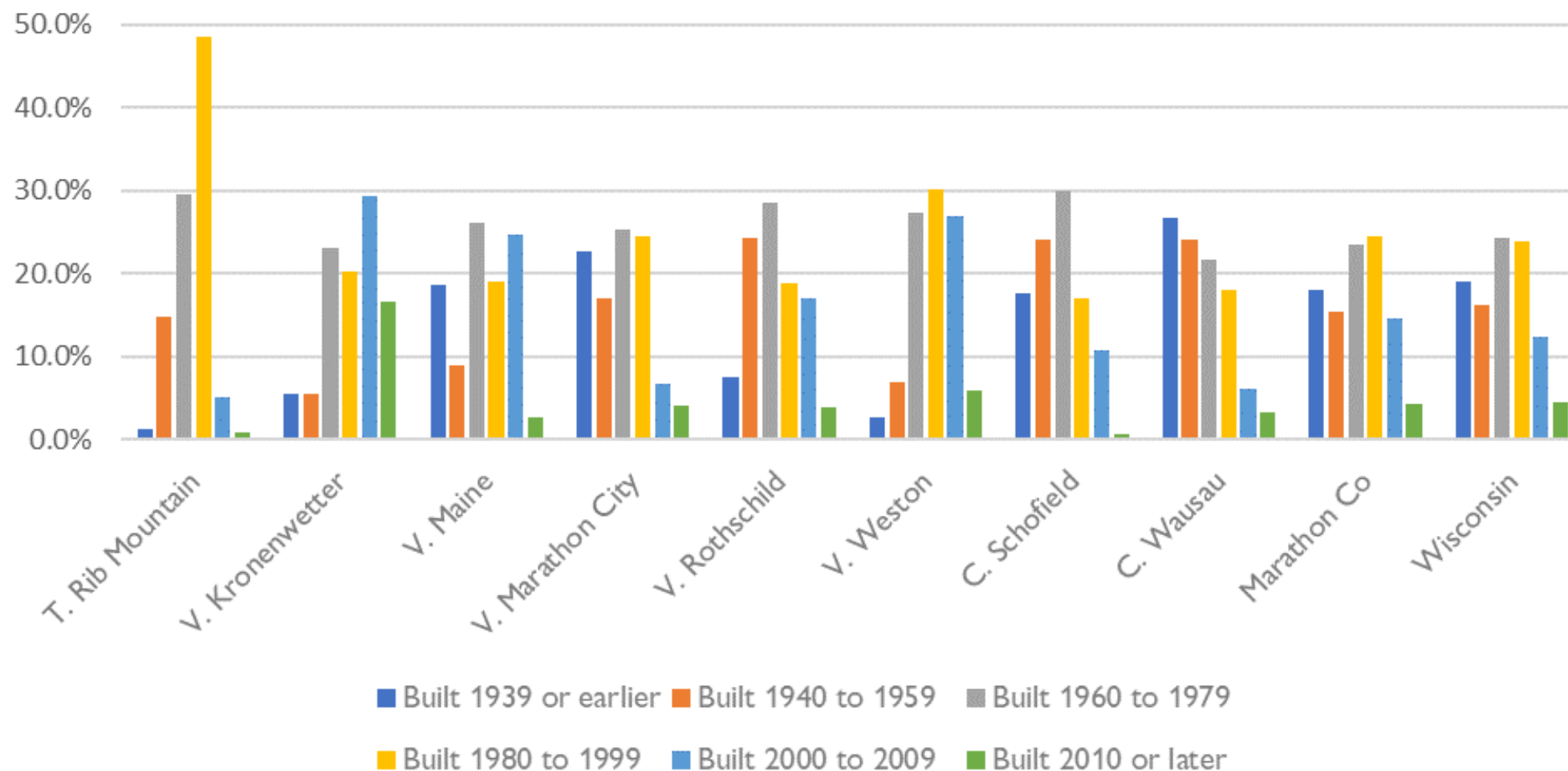


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Background Data

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Figure 6: Year Structure Built



Background Data

Figure 7: Median Value of Owner-Occupied Homes

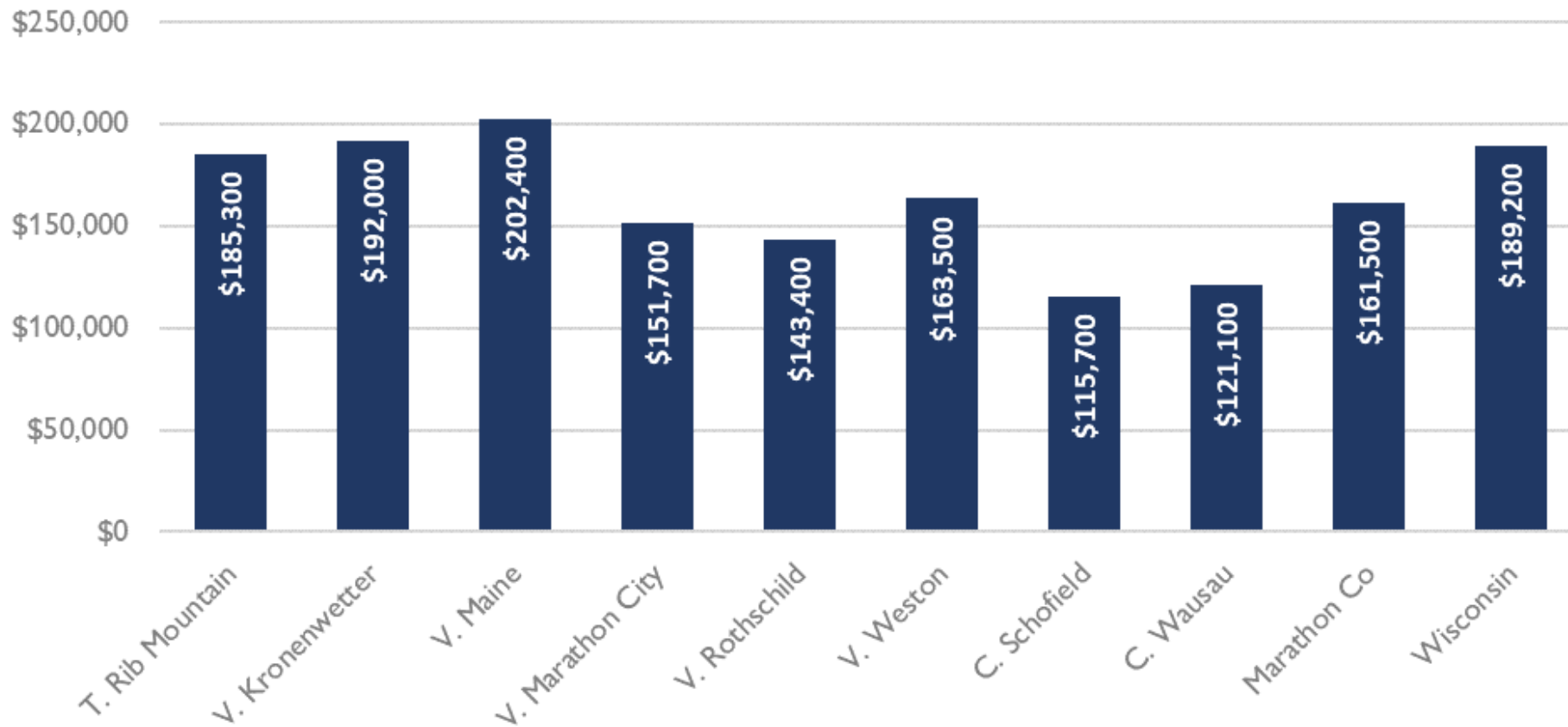
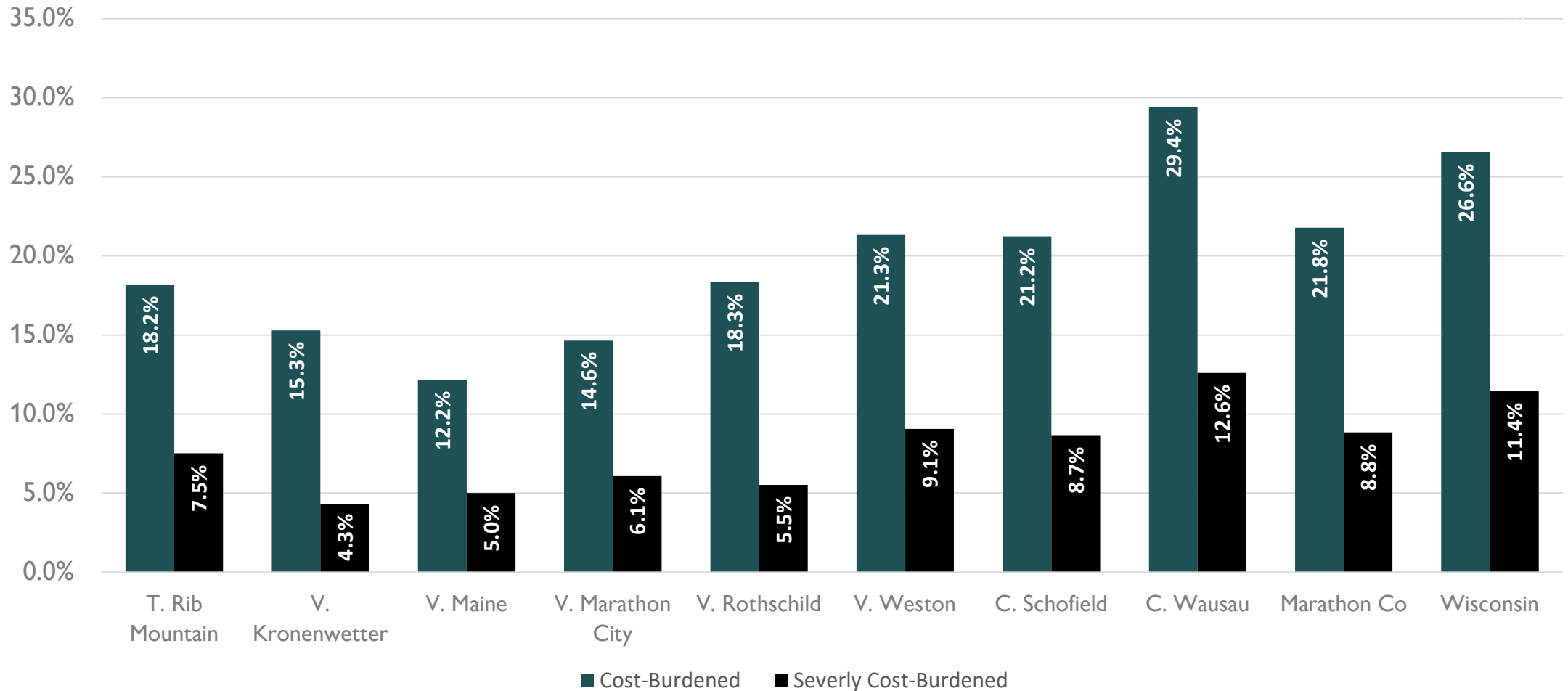


Figure 8: Local Sales Data
(April 2022)

Community	Average
T. Rib Mountain	\$309,075
V. Kronenwetter	\$316,300
V. Maine	\$184,900
V. Marathon City	\$183,000
V. Rothschild	\$159,950
V. Weston	\$234,250
C. Schofield	\$178,725
C. Wausau	\$176,700
Marathon Co.	\$207,200

Background Data

Figure 9: Cost Burdened Households



Comprehensive Plans Summary

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- ▶ Maintain existing homes: loan programs, code enforcement
- ▶ Meet new housing demand
- ▶ More choices: senior housing, condos, lot sizes, etc.
- ▶ Infill/planning to keep taxes low
- ▶ New housing compatible with surroundings
- ▶ Aging-in-place programs

Comprehensive Plans Summary

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- ▶ TIF to revitalize neighborhoods
- ▶ TIF to build new housing
- ▶ Public-private partnerships to build housing
- ▶ Consider ADUs
- ▶ Promote walkability/bikeability
- ▶ Protect natural features

Existing Zoning Summary

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Things that increase cost:

- ▶ Larger lots and square footage
- ▶ Excessive parking and design requirements
- ▶ Maximum densities

Things that decrease cost:

- ▶ Variety of housing types
- ▶ Mixed-Use/Transit Oriented Design
- ▶ Missing Middle Housing

Ability to Afford

► 30-year fixed @ 5% interest, no down payment

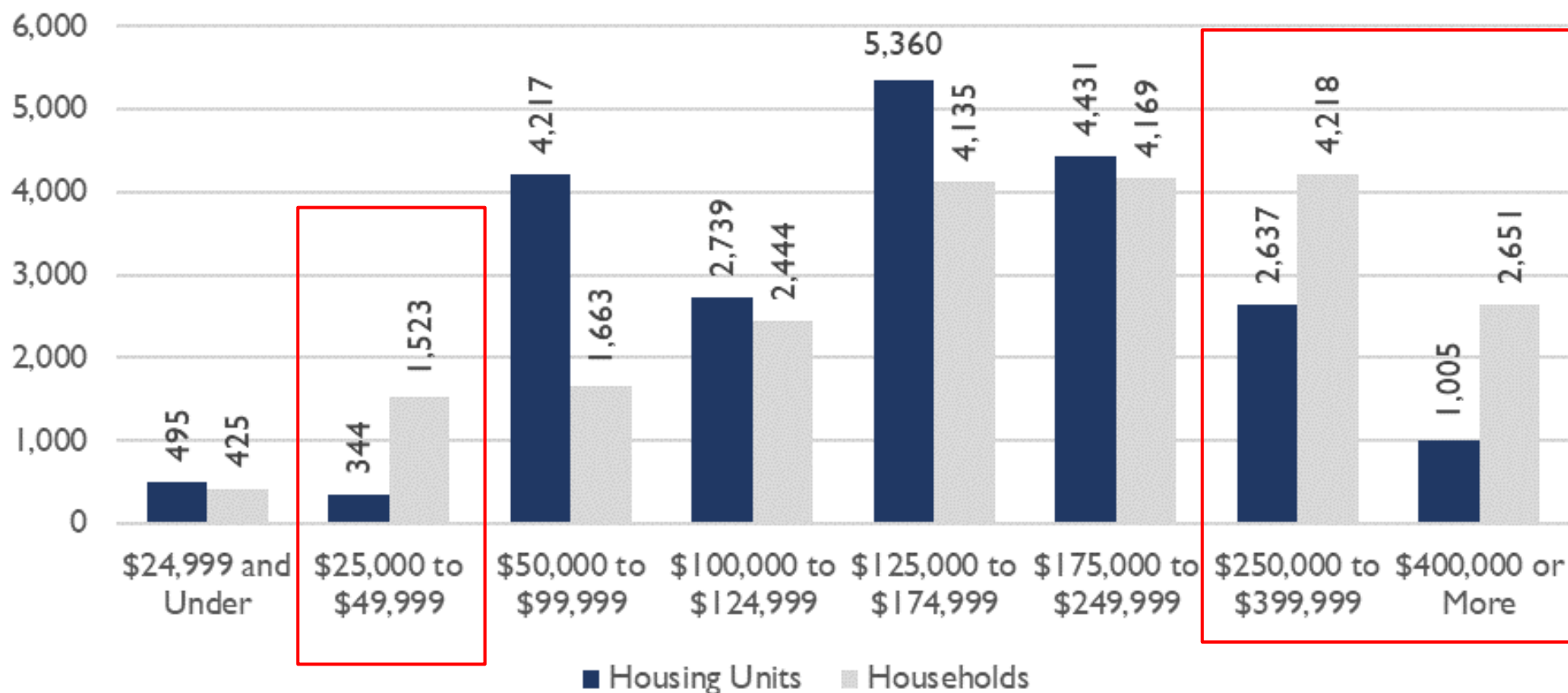
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Table 4. Monthly Rent and Home Values by Income								
Income	<\$10,000	\$10,000 - \$19,999	\$20,000 - \$34,999	\$35,000 - \$49,999	\$50,000 - \$74,999	\$75,000 - \$99,999	\$100,000 - \$149,999	Over \$150,000
Monthly Rent	< \$250	\$250 - \$499	\$500 - \$799	\$800 - \$1,249	\$1,250 - \$1,499	\$1,500 - \$1,999	Over \$2,000	
Purchase Price	<\$25,000	\$25,000 - \$49,999	\$50,000 - \$99,999	\$100,000 - \$124,999	\$125,000 - \$174,999	\$175,000 - \$249,999	\$250,000 - \$399,999	Over \$400,000

Ability to Afford

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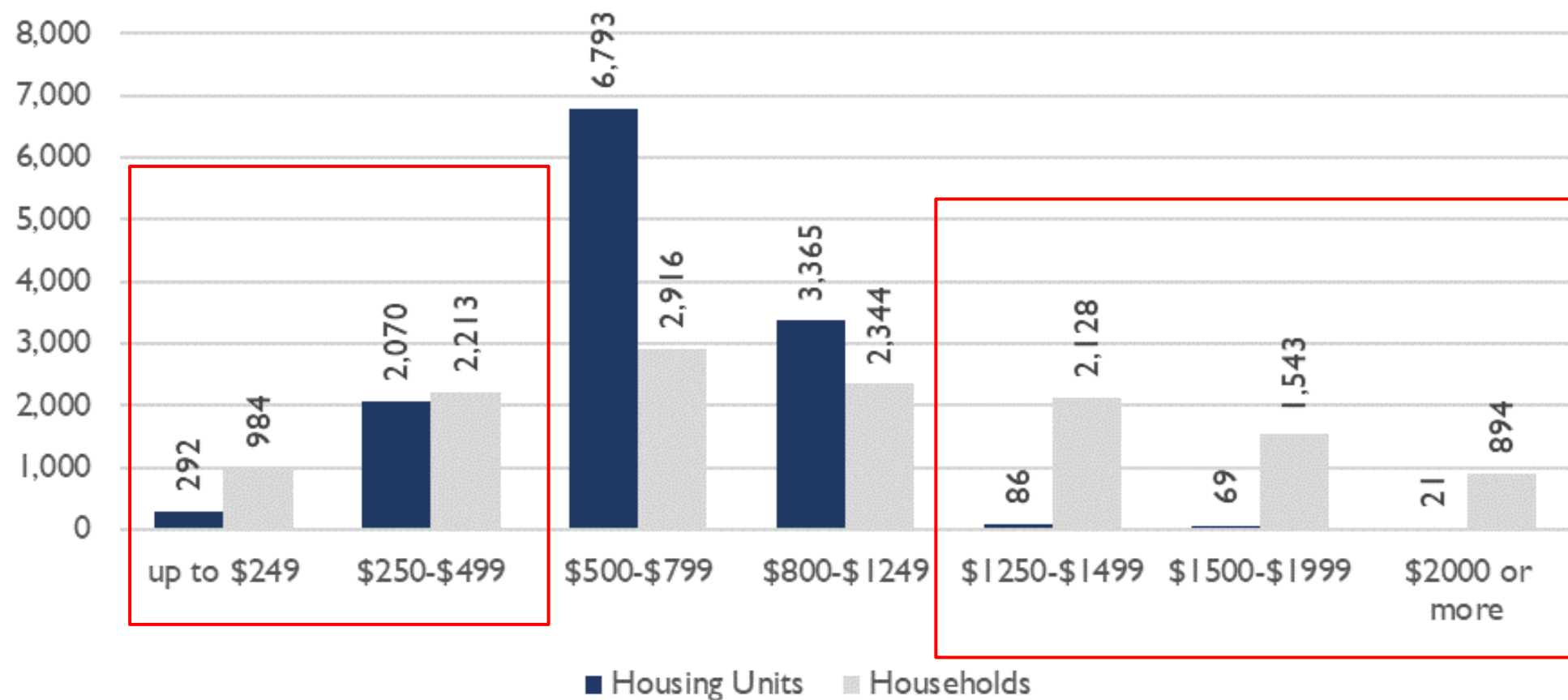
Figure 14: Housing Values Compared to Owner-Occupied Households by Ability to Afford



Ability to Afford

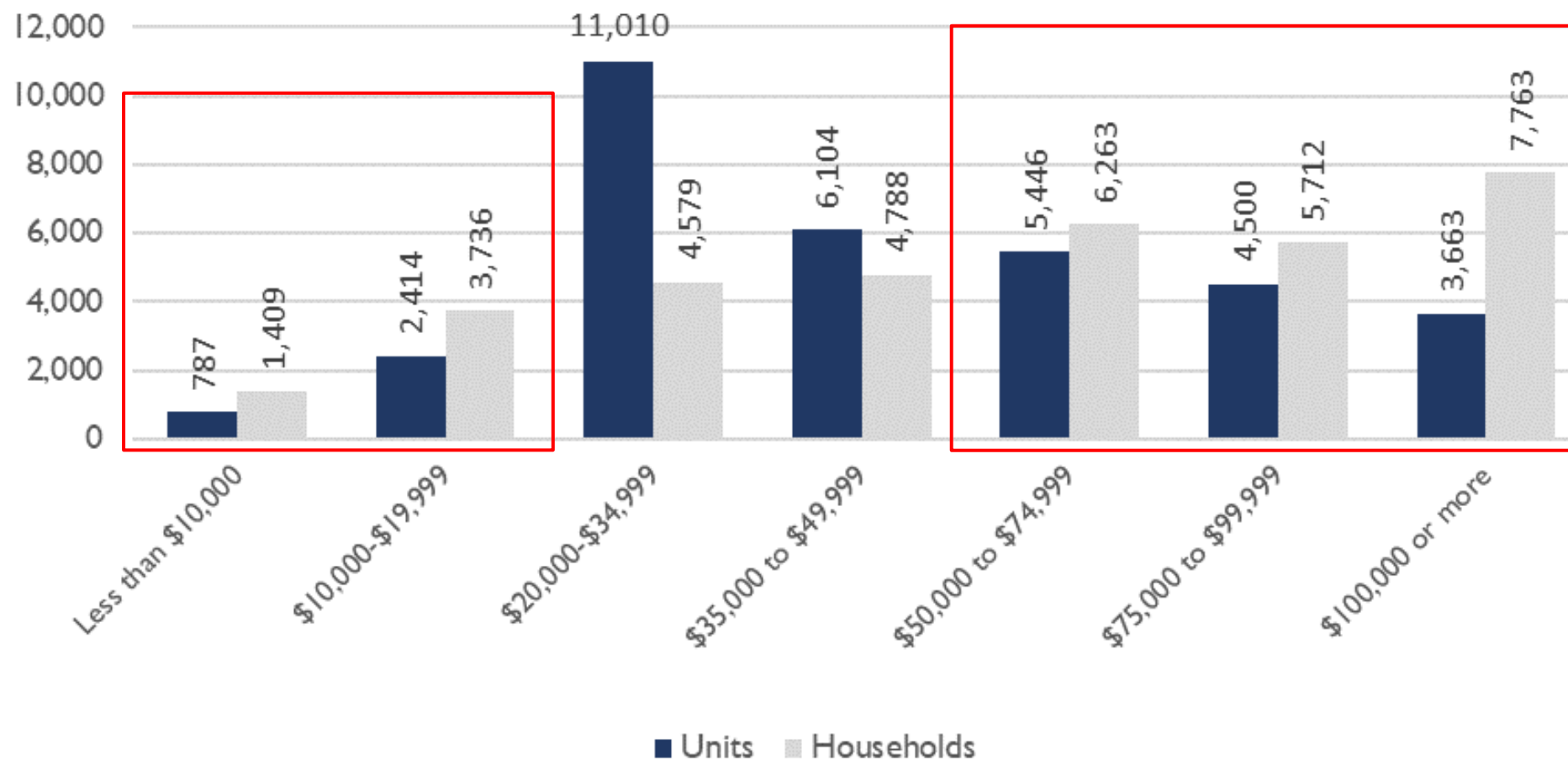
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Figure 15: Housing Values Compared to Renter-Occupied Households by Ability to Afford



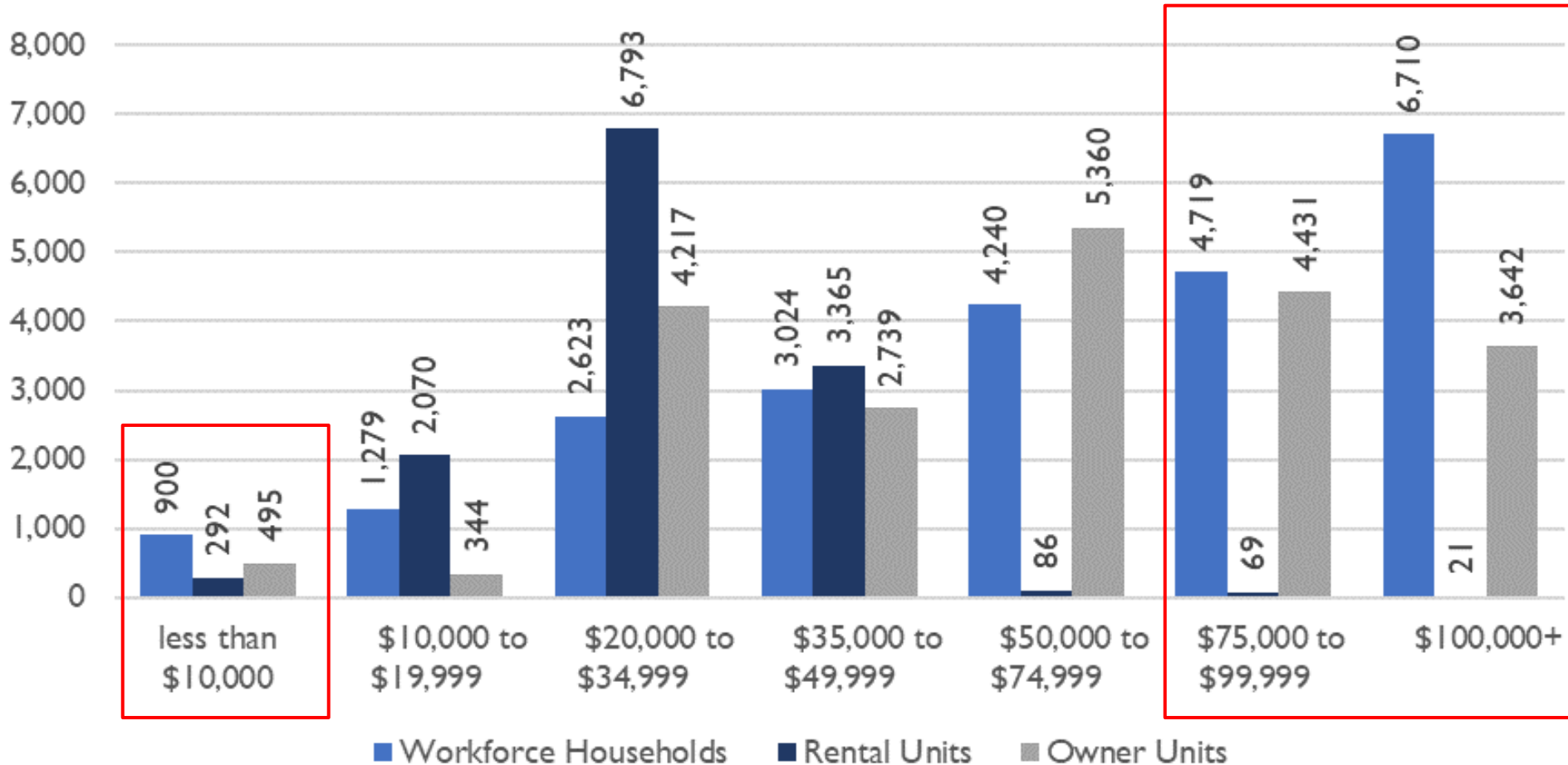
Ability to Afford

Figure 16: All Housing Values Compared to All Households' Annual Income



Ability to Afford

Figure 17: All Housing Units Compared to Workforce Household Income

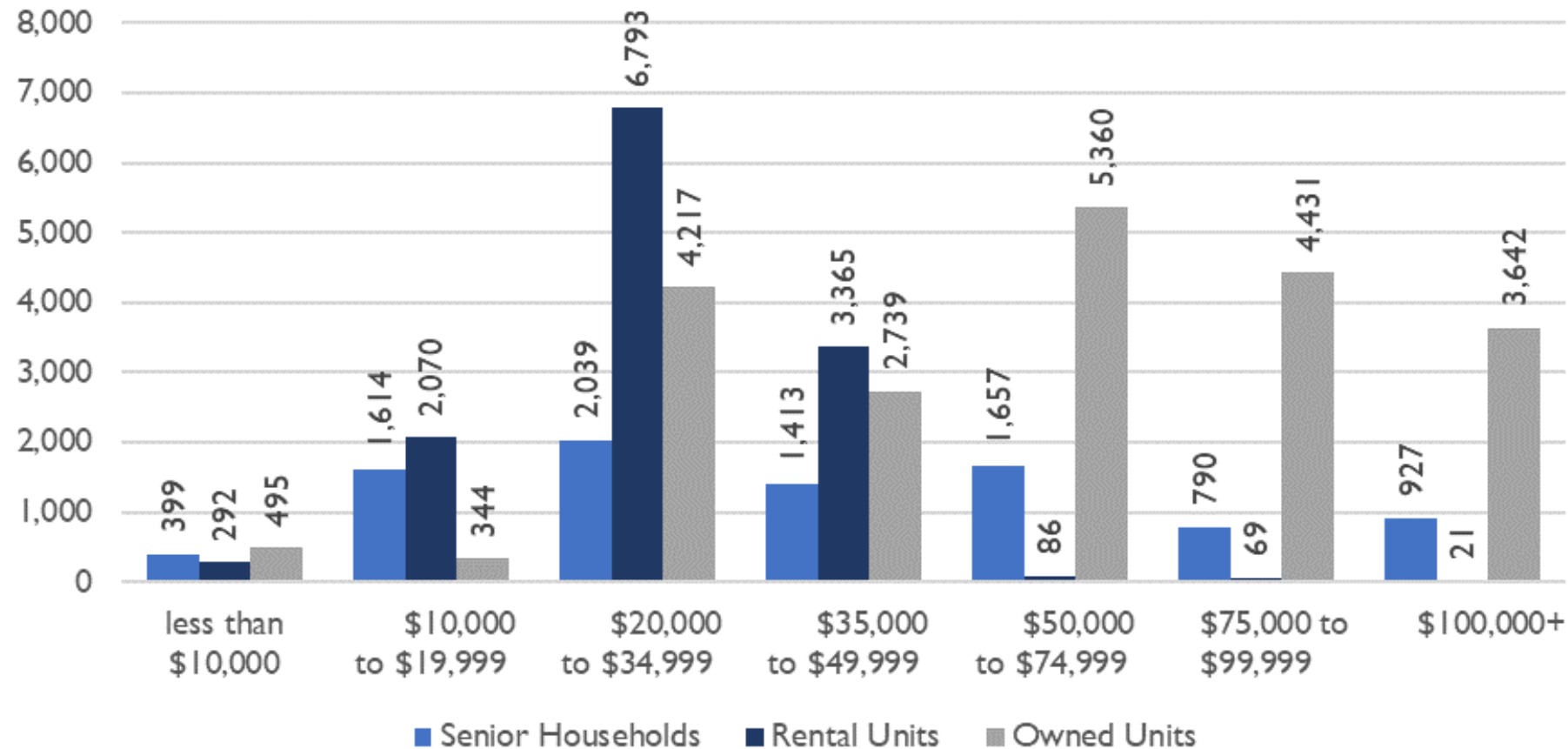


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60% to 120%
of AMI
(\$38K-\$75K
annually)

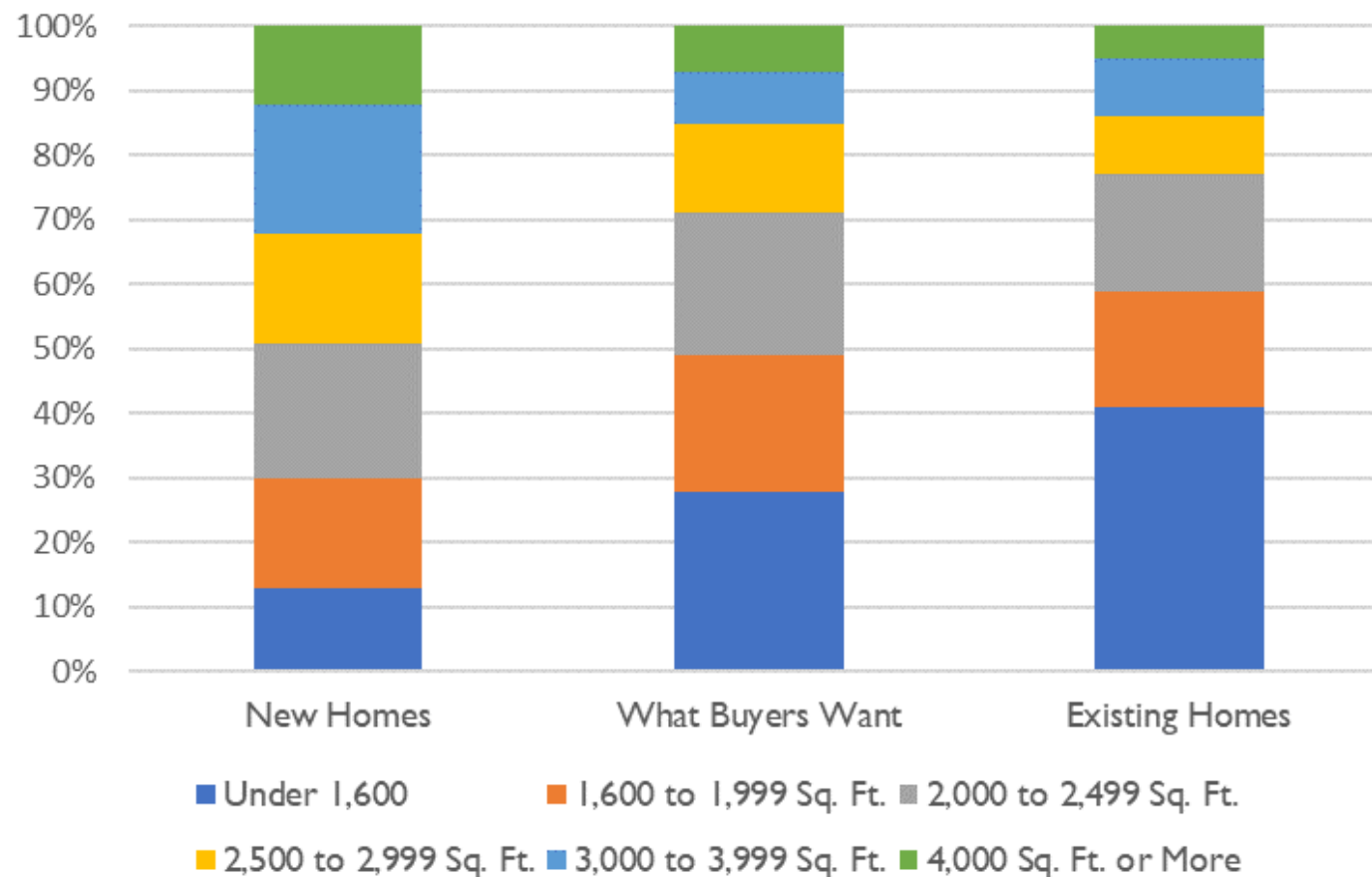
Ability to Afford

Figure 18: All Housing Units Compared to Senior Household Income



Buyer Preferences

Figure 19: Median Square Footage of New and Existing Homes vs. Buyer Preferences



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Projected Demand through 2040

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Table 6: Projected Housing Unit Demand 2020-2040					
	2025	2030	2035	2040	Total
T Rib Mountain	15	45	25	-6	80
V Kronenwetter	398	236	211	171	1,016
V. Maine	90	28	24	9	152
V Marathon City	99	2	-3	-11	87
V Rothschild	212	65	46	20	343
V Weston	775	476	414	330	1,995
C Schofield	-37	8	1	-11	-39
C Wausau	525	293	135	-56	898
Total, region	2,077	1,153	854	446	4,531

Public Participation

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- ▶ Surveys for renters & owners
- ▶ Separate questions for those looking to buy, rent, or remain where they live
- ▶ Interviews for realtors, landlords, and builders
- ▶ Interviews for housing agencies/organizations
- ▶ Open houses: Wausau, Rib Mountain, & Weston

Findings so far:

- ▶ Location, price, size, safety, and school districts = biggest factors
- ▶ 3 BR / 2 BA most common
- ▶ More want 2 BR than 4 BR
- ▶ Most want < 20 min. commute
- ▶ Most desired units:
 - ▶ Single family homes
 - ▶ Rentals costing less than 30% of income

Public Survey

- ▶ Most responses:
 - ▶ Between 750-2,500 sf
 - ▶ Between \$125K - \$400K
 - ▶ Between \$500-\$1,249/mo.
- ▶ Highest demand:
 - ▶ 1,000-1,600 sf
 - ▶ \$175K-\$250K
 - ▶ \$500-\$799/mo.

Public Survey

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- ▶ Top amenities: Attached garages, low maintenance, open floor plan
- ▶ Top concerns: Hard to find ADA units, Rent goes up, but property doesn't always improve
- ▶ Top things people would change about their house: more room, less room, or a better location

Stakeholder Interviews

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- ▶ Realtor 1:
 - ▶ Need more entry level and \$350k-\$500k houses
 - ▶ Even with inflation, people have cash and equity
 - ▶ Cities need to partner with developers to offset costs
 - ▶ Studios, townhomes, condos, and ADA units needed
 - ▶ 5% interest is still relatively low; cooled demand only temporary
 - ▶ Adding a few airlines/amenities could make the area very popular to relocate to

Stakeholder Interviews

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- ▶ Realtor 2:
 - ▶ More people relocating here from out of state
 - ▶ 3 BR/2 BA highest demand, competitive
 - ▶ No new construction under \$300,000, custom built homes give buyers “sticker shock”
 - ▶ Starter homes under \$180k (especially under \$150k) hardest to find, often need expensive repairs
 - ▶ Conventional loans have fewest contingencies
 - ▶ More people are remodeling instead of moving
 - ▶ Hard to find both city lots and country acreage

Stakeholder Interviews

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- ▶ Developer/Property Manager:
 - ▶ The lower the rent, the more applicants
 - ▶ Fewer 2-br units, more studios, 1 and 3 BRs
 - ▶ Cost cutting and shortages during construction
 - ▶ Developers lose money when cities aren't efficient
 - ▶ Rent costs increase when design requirements are added
 - ▶ Twin homes/duplexes are rare in the area

Stakeholder Interviews

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- ▶ LI Housing Organization:
 - ▶ Need for low-income housing
 - ▶ Aging units are affordable, repairs raise rent
 - ▶ Including utilities in rent helps low credit applicants
 - ▶ Inflation/rent makes it challenging to save up for a house
 - ▶ High rent and demand for low-maintenance products
 - ▶ More owner-occupied choices, smaller lots and sizes, helps build equity

Stakeholder Interviews

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SF Housing Developer (Fox Cities):

- ▶ Volume builder; prices start at \$295K (1,300 sf, 40' lot)
- ▶ Most need 25% down for construction loan
- ▶ “Turn-key” homes with only \$5K down needed
- ▶ Business model only works because they can hold land long-term
- ▶ MF is in demand; SF is still preferred

Stakeholder Interviews

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- ▶ Narrow lots/roads controversial with Public Works
- ▶ Narrow lots/roads more accepted by neighbors than multifamily
- ▶ Land costs are high, lots are scarce
- ▶ Recommends rezoning older, wider lots to 2-family
- ▶ Cost savings:
 - ▶ Narrow streets, parking only on one side
 - ▶ Sidewalk only on one side; install after lots are full
 - ▶ Below-grade finished space; bi-levels

Stakeholder Interviews

▶ Contractor (Local)

- ▶ Lots of retirements, hard to find workers (lots of skills to learn, higher pay elsewhere)
- ▶ Lumber has dropped in price, but other materials are up 30%
- ▶ Development fees are low, infrastructure costs are high
- ▶ Land is expensive; infrastructure costs too high to subdivide
- ▶ Delays from materials and municipalities add costs for buyers/renters
- ▶ Fewer entry-level homes as new construction than in the past
- ▶ Minimum lot size, setback, and density make it difficult to build homes at a reasonable price

Cost Reduction Strategies

- ▶ Existing programs
- ▶ Financial stacking
- ▶ Emerging federal policies
- ▶ Development strategies
 - ▶ Zoning/Design and ADUs
 - ▶ Plans, land, and outreach
 - ▶ Infill/redevelopment

Cost Reduction Strategies

- ▶ Land Trusts/Banks, Housing Trusts
- ▶ Development bonuses
- ▶ Employer housing
- ▶ Developer Outreach
- ▶ Design Assistance / ADUs
- ▶ Home Replacement
- ▶ Rent-to-Own
- ▶ Education/Regional Organization

Financial Strategies

- ▶ Existing programs
- ▶ 3 kinds of TIF
- ▶ Fee waivers
- ▶ Funding source monitoring

Local Examples

- ▶ Merrill
- ▶ Edgar
- ▶ Lincoln County EDC
- ▶ Wausau
 - ▶ CDBG
 - ▶ Brownfield / Infill
 - ▶ Zoning Rewrite

Summary

- ▶ Housing of all types is needed
- ▶ Population is growing and aging
- ▶ Amend zoning/subdivision ordinances
- ▶ Work with developers, agencies, & nonprofits
- ▶ Educate residents, update plans
- ▶ Municipal finance tools
- ▶ Local strategies
- ▶ Funding monitoring / administration

Conclusion

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Contact:

Sam Wessel, Senior Planner

North Central WI Regional Planning
Commission

715-849-5510

swessel@ncwrpc.org

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, March 14, 2023 in Council Chambers, beginning at 6:30 p.m.,
Mayor Katie Rosenberg presiding.

Roll Call

3/14/2023

Roll Call indicated 11 members present.

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

Wisconsin DNR PFAS Remediation & Redevelopment Program Educational Presentation

Trevor Nobile, DNR Field Operations Director, Remediation & Redevelopment Program, and Steve Elmore, DNR Program Director, Drinking Water & Groundwater Program provided a PowerPoint presentation on PFAS Updates. This presentation can be viewed at: <https://www.youtube.com/watch?v=XWAZyLtYfas>

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

- 1) Jean Abreu, 1233 Jackson St, spoke in support of the Greenhouse Gas Resolution.
- 2) Bruce Grau, 1115 N 10th St, spoke in opposition to the Scott Street Bridge fencing project.
- 3) Joel Lewis, 807 Turner St, thanked the SEEC and PH&S and spoke in favor of the Greenhouse Gas Resolution and filed a petition in support of it.
- 4) Jay Coldwell, 3422 Horseshow Spring Rd, spoke in favor of Greenhouse Gas Resolution
- 5) William Harris, 316 ½ N 3rd St, Apt C, spoke in favor of Greenhouse Gas Resolution and urged the Council to adopt it.
- 6) Sandra Kelch, 802 Augusta Ave, spoke regarding homelessness and in opposition to the Scott St. Bridge Fencing Project.
- 7) Amanda Ladecki, 616 Sumner St, spoke regarding the Council touring the Scott St. Bridge area where the homeless have been sheltering and felt there needs to be a better solution than the fence.
- 8) Sarah Moua, DenMar, 4040 Troy St, manager of DenMar and part owner of Moua's Callon Street Pub spoke in support of granting Abedalrahman Sughayer's an Operator/Bartender license that was recommended for denial.
- 9) Abedalrahman Sughayer, 1757 County Rd X, Kronenwetter, stated he was denied by PH&S for an Operator's License but has completed all the steps to pay for his mistakes and asked for Council for reconsideration.

Consent Agenda

3/14/2023

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

Larson requested file #23-0108 regarding licenses from the Consent Agenda.

23-0201 Minutes of previous Council meeting (2/28/23)

23-0306 Ordinance of the Capital Improvements & Street Maintenance Committee Amending Section 10.20.080(a) designating no parking on south side of Summit Drive between Beechwood Drive and North 3rd Avenue

92-1135 Resolution of the Finance Committee Authorizing Joint Powers Agreement with Marathon County regarding E911/NG-911 system

18-0406 Resolution of the Public Health & Safety Committee Approving Updates to City of Wausau's Americans with Disabilities Act Title II Accommodation Request Form

10-0211 Ordinance of the Public Health & Safety Committee Amending Section 9.24.050 Safety and peace nuisances. Adopted 11-0.

Yes Votes: 11 No Votes: 0 Result: PASS

23-0108 Amendment

3/14/2023

Motion by Kilian, second by Larson to Amend the Resolution of the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated – to remove Abedalrahman Sughayer’s Operator’s License from the list and refer it back to committee.

Lisa Rasmussen stated denial appeals are vetted at committee and they have had training on how to manage the process that needs to happen by state statute for approval or denial. Individuals that have been recommended for denial can submit evidence of rehabilitation for the Chief to review prior to the meeting. She stated the committee asked Mr. Sughayer if he had submitted evidence, but he had not and absent that process being completed, the Council should not approve the license. She suggested they refer this particular applicant back to the committee so that he can go through the process of submitting the evidence for review.

Gary Gisselman felt they needed some education on these procedures as these appeals come before the City Council. Rasmussen stated the training was conducted in the Public Health & Safety Committee by Nathan Miller of the Attorney’s Office. She indicated the link to that meeting video will be forwarded to the Council for review.

Yes Votes: 11 No Votes: 0 Result: PASS

23-0108

3/14/2023

Motion by Larson, second by Henke to adopt the Resolution of the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated, as amended on Council Floor.

Yes Votes: 11 No Votes: 0 Result: PASS

06-0909

3/14/2023

Motion by Rasmussen, second by Henke to adopt the Resolution of the Capital Improvements & Street Maintenance Committee Approving lease with The Lamar Companies for billboard signs at Bridge Street and 3rd Street.

Lou Larson indicated he voted no at committee and stood by the staff recommendation because he felt the billboard was unsightly in the neighborhood and unnecessary with TV, radios, and the Internet for advertising.

Sarah Watson questioned if the property was noticed that it was for sale. Anne Jacobson explained it isn’t for sale, but there is a provision in the lease that the city can terminate the lease if it is needed for future development. She noted there is not any development on the table currently. Watson questioned if people were aware or how they would know that it was available for development. Liz Brodek stated there is no sign out there to that effect but could be placed if the Council wanted.

Lisa Rasmussen felt they should support the lease because there is not an immediate plan for the site. There is an overarching plan for that area that is incrementally step-by-step starting to come to fruition, but the lease is worded such that the city can make a quick exit if needed, but in the meantime, revenue can be made from the site through the lease. She noted the last time they tried to get rid of it there was robust response from businesses in the community that advertise on it and would like to see it continue.

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

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

23-0304

3/14/2023

Motion by Lukens, second by Watson to adopt the Ordinance of the Capital Improvements & Street Maintenance Committee Amending Ordinance Section 12.20.080 Access management on Grand Avenue.

Lou Larson explained this is the small strip mall on Grand Avenue where Firestone Tire and General Dollar are located. Someone recently purchased the property and is requesting a driveway be put on Grand Avenue. He indicated the request failed at CISM

because of safety issues. The committee felt if a driveway entrance is put there it will also be used as an exit to get across to Eau Claire Boulevard. There are two or three driveways accessible to the property from Kent Street which they felt was sufficient.

Michael Martens indicated he supported the ordinance because he believed the current access management plan that was put in place in 1996 needs to be revisited and revised. Traffic numbers have decreased along Grand Avenue since that date and the development of that area has changed since K-Mart and the grocery store were removed. He believed it could be designed so that traffic going north on Grand Avenue could use it as an entry point and it would be discouraging as an exit from that point. Doug Diny stated he was the only yes vote at committee for the same reasons expressed by Alder Martens.

Carol Lukens stated this was her district and an area she travels through a lot and was also concerned about safety with all the apartments there and people trying to take a quicker way out.

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

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

23-0305

3/14/2023

Motion by Henke, second by Rasmussen to adopt the Ordinance of the Capital Improvements & Street Maintenance Committee Amending Section 10.20.080(a) designating no parking on east side of North 2nd Avenue between Eldred Street and Strowbridge Street.

Lisa Rasmussen stated this parking restriction needs to happen, pointing out this weekend with the 10-inch snowfall there were still a half a dozen cars parked in this problematic configuration looked by CISM.

Yes Votes: 11 No Votes: 0 Result: PASS

20-0410

3/14/2023

Motion by Henke, second by Watson to adopt the Resolution of the Economic Development Committee Approving First Amendment to Development Agreement with RJ Elm Properties, LLC -- 1520 Elm Street.

Yes Votes: 11 No Votes: 0 Result: PASS

22-1109 Amendment

3/14/2023

Motion by Rasmussen, second by Kilian to Amend the Resolution of the Finance Committee Approving and Adopting the Budget for Public Works West Street Garage Design Services Amendment 5 – to remove 6(n) Economic development and land use compatibility.

Tom Kilian questioned why in the scope of work it lists incorporation of “economic development and land use compatibility.” He did not remember any economic development assessment component being done by Barrientos and felt it was not an appropriate inclusion. He stated it was his understanding Barrientos works for Marathon County government as well as the city and those lanes may start to converge, whether through appearance or reality, into a potential conflict of interest. He believed the conflicts would be relative to economic assessment because the county has a westside master plan by Marathon Park which includes West Street. He stated it needs to be clear that because this consultant is wearing two hats, one for the county and one for the city, that if in the unlikely event this work should ever even get close to the interests of the other client, we need to be notified of that as a Council to make sure the City of Wausau is being put first in this relationship.

Kilian stated regarding land use compatibility, historically when Barrientos had evaluated sites in that context it had looked at zoning, etc. He questioned what the current zoning of this property was. Eric Lindman indicated it was zoned industrial, which would allow for a fleet facility.

Lisa Rasmussen also did not recall any discussion of economic development compatibility at CISM; the discussion was on feasibility and due diligence surrounding the environmental of the site. CISM asked that they proceed to the 30% design level so this project can

move forward sooner rather than later. She indicated she was specific at committee that she really didn't care if the county had some vision for that property that may not dovetail with ours. The city's goal is to acquire that property to get what is needed for the employees if the environmental and feasibility turns out okay. She agreed with Kilian that we do not need any economic development analysis.

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

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

22-1109 3/14/2023

Motion by Watson, second by Herbst to adopt the Resolution of the Finance Committee Approving and Adopting the Budget for Public Works West Street Garage Design Services Amendment 5, as amended on Council floor.

Yes Votes: 11 No Votes: 0 Result: PASS

22-1109A 3/14/2023

Motion by Watson, second by Herbst to adopt the Resolution of the Finance Committee Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects - Lead Service Line Replacement.

Lou Larson questioned where this project would start. Eric Lindman stated it would start with the replacement on the private side along with reconstruction projects set for this year, which are Henrietta St, 10th Ave, and a block of Grant St.

Yes Votes: 11 No Votes: 0 Result: PASS

22-1109B Amendment 3/14/2023

Motion by Watson, second by Rasmussen to Amend the Resolution of the Finance Committee Approving and Adopting the Budget Amendment for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects - Year-Round Warming Center -- Catholic Charities and Open Door -- to change the start date of the Period of Performance to January 1st.

Maryanne Groat explained there were two contracts attached, the subrecipient agreements. Catholic Charities had a period of performance January 1, 2023 through December 31, 2024 and Open Door was March 1, 2023 through December 31, 2024. She indicated Open Door has incurred a few costs in the month of February to initiate the program and would like those to be eligible for reimbursement. She noted they are not payroll related, just a few supplies, etc. They requested we move the agreement start date from March 1st to January 1st, to be the same as Catholic Charities.

Yes Votes: 11 No Votes: 0 Result: PASS

22-1109B 3/14/2023

Motion by Watson, second by Rasmussen to adopt the Resolution of the Finance Committee Approving and Adopting the Budget Amendment for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects - Year-Round Warming Center -- Catholic Charities and Open Door, as amended on Council floor.

Lisa Rasmussen stated this will allow the Day Center to take flight as a collaboration between Catholic Charities and Open Door. Open Door has a facility and a group of volunteers that can provide the services. She indicated Finance Committee approved extra funding to allow Catholic Charities to assist Open Door because as a subrecipient of federal dollars it will require robust accountability and reporting. Catholic Charities has an expertise in that kind of administration to help them with reporting and management.

Becky McElhaney requested regular updates or quarterly reports be added to the Public Health & Safety Committee agendas from Open Door and Catholic Charities on the day programming. She would like to know how many people are served and/or connected to

other services. She felt it was important that this is public facing so that members of the committee or Council who choose to attend can ask questions.

Roberto Partarrieu, Executive Director of Catholic Charities, indicated they keep track of their programs on a daily basis so those reports won't be a problem. Bob Grady, Program Director of Open Door, stated last year they served 578 unduplicated guests for a total of over 8,000 visits throughout that period. So far this year it has been closer to 10,000 – 11,000 visits with the expanded hours and anticipating 575 – 700 unduplicated guests.

Yes Votes: 11 No Votes: 0 Result: PASS

23-0308

3/14/2023

Motion by Henke, second by Watson to adopt the Resolution of the Public Health & Safety Committee Supporting Reduction of Greenhouse Gas Emissions and Energy Security

Lisa Rasmussen pointed out Public Health & Safety Committee recognized while we can control how the city runs its operations, we can't control the private sector, but felt it was important for the city to model the behaviors that we want to see and hope they endeavor to create similar initiatives and goals. She also felt it was important the city as a unit of government publicly challenge other units of government to do this with us.

Doug Diny commented he supported this at PH&S largely on the promise of payback through taxpayer savings and levy reduction. He felt it was a bit aspirational and may be hard to quantify, but if we can he'd like to see it. One of the first things that needs to be established is that baseline of where we are, so we know where we need to go and what we need to do to get there. He suggested that a date be put on the calendar to come back and report on the status of that process.

Comments/Discussion continued. <https://www.youtube.com/watch?v=XWAZyLtYfas>

Yes Votes: 11 No Votes: 0 Result: PASS

Suspend the Rules

3/14/2023

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

Yes Votes: 11 No Votes: 0 Result: PASS

11-0505

3/14/2023

Motion by Watson, second by Herbst to adopt the Resolution of the Common Council Designating April 23, 2023, as World Migratory Bird Day.

Yes Votes: 11 No Votes: 0 Result: PASS

07-0919

3/14/2023

Motion by Watson, second by Henke to adopt the Resolution of the Common Council Approving City's Waiver of first Right of Refusal to Repurchase Property at 400 N. 72nd Avenue (Polywood Properties, LLC) and consent to lease property from Tempus Wausau, LLC to Polywood Fabrication, Inc.

Yes Votes: 11 No Votes: 0 Result: PASS

16-0214

3/14/2023

Motion by Watson, second by Rasmussen to adopt the Resolution of the Finance Committee Approving alleged claim for recovery of unlawful tax - Achieve, Center, Inc. (520 N. 28th Avenue).

Lisa Rasmussen stated this is part of a larger process so when Finance and Council disallow claims, it allows for the property owner to pursue added steps.

Yes Votes: 0 No Votes: 11 Result: FAIL

23-0307

3/14/2023

Motion by Watson, second by Rasmussen to adopt the Resolution of the Finance Committee Approving alleged claim for recovery of unlawful tax - Roaring Fork, LLC (2205 Stewart Avenue).

Yes Votes: 0 No Votes: 11 Result: FAIL

23-1109- WITHDRAWN

Resolution of the Finance Committee Approving carryover funding of \$40,000 for the 2022 Scott Street Bridge Fencing Project to 2023

23-0309

3/14/2023

Motion by Watson, second by Herbst to adopt the Resolution of the Finance Committee Approving Fourth Amendment to Advanced Physical Therapy and Sports Medicine, S.C. On-Site Health Services Agreement.

Yes Votes: 11 No Votes: 0 Result: PASS

Public Comments & Suggestions

None

Adjournment

3/14/2023

Motion by Watson, second by Henke to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 8:34 pm.

Katie Rosenberg, Mayor
Kaitlyn Bernarde, City Clerk

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

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

Accepting Easement with MKB Wausau LLC for the replacement of infrastructure at 110 South 17th Avenue

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 23-0309

Date Introduced: March 28, 2023

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 will be reconstructing 17th Avenue from Stewart Avenue to Elm Street in 2023; and

WHEREAS, the reconstruction project includes replacing the traffic signals, storm water infrastructure, and sidewalk at the intersection of 17th Avenue and Elm Street; and

WHEREAS, the existing facilities requiring replacement are currently placed outside of the right-of-way and on the property of 110 South 17th Avenue thereby requiring an easement; and

WHEREAS, your Capital Improvements and Street Maintenance Committee met on March 9, 2023 to review the proposed easement and recommends approval; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that it hereby approves the execution of the attached easement with MKB Wausau LLC and the proper City officials are hereby authorized and directed to execute said easement.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: March 9, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Jill Kurtzhals, Tom Kilian, Dustin Kraege, Lori Wunsch

CONSENT AGENDA

- A. Approve minutes of the February 9, 2023 meeting**
 - B. Action on easement with RL 17th LLC at 109 South 17th Avenue**
 - C. Action on easement with MKB Wausau LLC at 110 South 17th Avenue**
 - D. Action on easement with Wisconsin Public Service Corporation at 919 South 48th Avenue**
-

Rasmussen moved to approve the consent agenda items. Henke seconded and the motion carried 4-0.

Agenda Item No.

1C

STAFF REPORT TO CISM COMMITTEE – March 9, 2023

AGENDA ITEM
Action on easement with MKB Wausau LLC at 110 South 17 th Avenue
BACKGROUND
The city will be reconstructing 17 th Avenue, which will include replacing traffic signals, storm water infrastructure and sidewalk at the intersection 17 th Avenue and Elm Street. The existing facilities requiring replacement are currently placed outside of the right-of-way and on the property of 110 S. 17 th Avenue. To legally complete the reconstruction improvements, an easement from MKB Wausau at 110 S. 17 th Avenue is required.
FISCAL IMPACT
N/A
STAFF RECOMMENDATION
Staff recommends approval of the easement.
Staff contact: TJ Niksich 715-261-6748

Document Number	EASEMENT AGREEMENT Document Title
THIS AGREEMENT made this ____ day of _____, 2023, by and between MKB Wausau, LLC, GRANTOR, and the City of Wausau, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, CITY;	
WITNESSETH:	
WHEREAS, City wishes to construct a sidewalk for public use across land owned by GRANTOR; and	
WHEREAS, GRANTOR will allow this public sidewalk as a permanent easement across GRANTOR’s property upon certain terms and conditions as hereinafter enumerated.	
NOW, THEREFORE, the parties hereto agree as follows:	
1. GRANTOR hereby grants to CITY a permanent easement across property owned by GRANTOR as hereinafter described, which easement shall be for the purpose of establishing a sidewalk, for the benefit of the public; which access shall specifically include but not be limited to individuals on foot, on bicycles, on roller blades, skateboards, motorized wheelchairs and similar methods of conveyance, and other methods of conveyance approved and allowed by CITY.	Recording Area
2. GRANTOR hereby grants to CITY a permanent easement across property owned by GRANTOR as hereinafter described, which easement shall be for the purpose of establishing storm sewer and stormwater catch basins, for the benefit of the public; which access shall specifically include but not be limited to construct, maintain, readjust and relocate the sewer and storm sewer structures.	Name and Return Address City of Wausau Engineering Department 407 Grant Street Wausau, WI 54403
3. GRANTOR hereby grants to CITY a permanent easement across property owned by GRANTOR as hereinafter described, which easement shall be for the purpose of establishing traffic signals, for the benefit of the public; which access shall specifically include but not be limited to construct, maintain, readjust and relocate a traffic signal with all other necessary appurtenances (i.e. signal poles, mast arms, down guy assemblies, underground cables, etc.)	PIN: 291-2907-274-0990
4. The easement area is described below and shown on Exhibit “A” and incorporated herein by reference.	
Part of Certified Survey Map No. 1429 recorded in Office of Register of Deeds for Marathon County in Volume 6 of Certified Survey Maps on Page 113, being part of the Northwest ¼ of the Southeast ¼, Section 27, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:	
Commencing at the Southeast corner of said Section 27; thence S 89°39’45” W, along the South line of the Southeast ¼ of said Section 27, 2685.29 feet to the South ¼ corner of said Section 27; thence N 42°00’28" E, 1983.03 feet to the Southeast corner of said Certified Survey Map No. 1429; thence S 89°27’50" W, along the South line of said Certified Survey Map No. 1429, 3.35 feet to the Westerly right-of-way of S. 17th Avenue as described in Document No. 1044699 recorded in Office of Register of Deeds for Marathon County; thence N 4°09’07" W, along said Westerly right-of-way, 172.82 feet to the point of beginning;	
Thence S 89°46’04" W, 6.77 feet; thence N 0°13’56" W, 10.00 feet; thence S 89°46’04" W, 35.00 feet; thence N 0°13’56" W, 80.00 feet; thence N 89°46’04" E, 25.00 feet; thence N 0°13’56" W, 45.00 feet; thence N 89°46’04" E, 10.00 feet to said Westerly right-of-way; thence S 0°13’56" E, along said Westerly right-of-way, 120.00 feet; thence S 46°00’01" E, along said Westerly right-of-way, 8.59 feet; thence S 4°09’07" E, along said Westerly right-of-way, 9.03 feet to the point of beginning.	

5. CITY shall be allowed to construct, repair and/or replace all or any portion of the sidewalk, storm sewer, stormwater catch basins and traffic signals, and related improvements from time to time and at any time at its sole cost and expense.
6. In granting the easement, GRANTOR makes no representations or warranties of any kind whatsoever with regard thereto, it being understood and agreed that CITY shall have sole and complete liability and responsibility for the easement area and its use and operation, and all aspects thereof. CITY, by entering into this Agreement, covenants and agrees that CITY is relying on its own investigation as to the condition of the easement area and the real estate upon which it is granted, for use in the manner as contemplated herein. CITY covenants and agrees that CITY is not relying in any manner upon any representation, warranty, or statement made by GRANTOR, its employees, or its agents as to the condition of this real property. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO THE GRANTOR'S PROPERTY, THE EASEMENT PREMISES, OR THE TEMPORARY EASEMENT PREMISES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF FITNESS FOR GRANTEE'S EXPRESS PURPOSE UNDER THIS AGREEMENT. NO EMPLOYEE OR AGENT OF GRANTOR IS OR HAS BEEN AUTHORIZED BY GRANTOR TO AMEND OR OTHERWISE MODIFY THIS DISCLAIMER BY WRITTEN OR ORAL MEANS AND ANY SUCH AMENDMENT OR OTHER MODIFICATION IS HEREBY EXPRESSLY DENIED BY GRANTOR.
7. With the exception of negligent actions or omission's by GRANTOR, its employees, agents, and officers, CITY agrees to release, indemnify and hold harmless GRANTOR, its affiliates and their respective employees, agents, and officers, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature which may be sustained 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 CITY's and/or anyone else's operations, actions or omissions on the easement area; specifically included within this release, indemnification and hold harmless are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced indemnified entities and/or individuals.
8. CITY shall be responsible for and shall undertake at its sole cost and expenses all upkeep and maintenance of the easement area and the improvements therein, except for snow removal. GRANTOR will be responsible for snow removal per City ordinances. If CITY fails to adequately maintain the easement area and the improvements therein, GRANTOR may provide CITY with a written notice setting forth the needed upkeep or, maintenance. If CITY does not commence such upkeep or maintenance within thirty (30) days from the date of receipt of the aforesaid written notice, and such failure to commence such maintenance or repair work is not due to a cause beyond CITY's control, then GRANTOR shall have the right, but not the obligation, to perform any such action, and the cost thereof shall be paid by CITY to GRANTOR immediately upon demand.
9. CITY agrees that the easement area will be covered under the CITY's general liability insurance policy in the same manner that CITY-owned parkland is currently covered. The costs of all premiums for such coverage shall be paid when due.
10. Subject to paragraph 11, below, this agreement shall run with the land, encumbering the property encompassed by the easement area in perpetuity, and shall be binding on and shall inure to the benefit of the parties hereto and to their respective successors and assigns.
11. In the event CITY ceases to operate and maintain a sidewalk, storm sewer, stormwater catch basins or traffic signals within the easement area for a period of longer than one (1) year, the easement rights granted herein shall terminate without further notice required; or in the event GRANTOR notifies CITY of GRANTOR'S requirement to terminate the easement in order to reclaim the easement area for GRANTOR'S regulated business purposes, the easement rights granted herein shall terminate six (6) months after any such notification. Upon such termination, CITY shall remove all improvements from the easement area and shall restore the easement area to the condition it was prior to the improvements being installed therein, including, but not limited to, bring the areas to prior grade, and reseeding and replanting such vegetation as existed in the areas prior to initial installation of such improvements. Upon request of GRANTOR, CITY shall execute and deliver any further instruments or undertakings deemed necessary by GRANTOR to carry out the intent of this Section 11.

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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF WAUSAU BY:

MKB Wausau, LLC BY:

Katie Rosenberg, Mayor

Kaitlyn A. Bernarde, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this ____ day of _____, 2023, the above named Katie Rosenberg, Mayor, and Kaitlyn A. Bernarde, Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2023, the above named _____, of MKB Wausau, LLC to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

STATE OF _____)
) ss.
COUNTY OF _____)

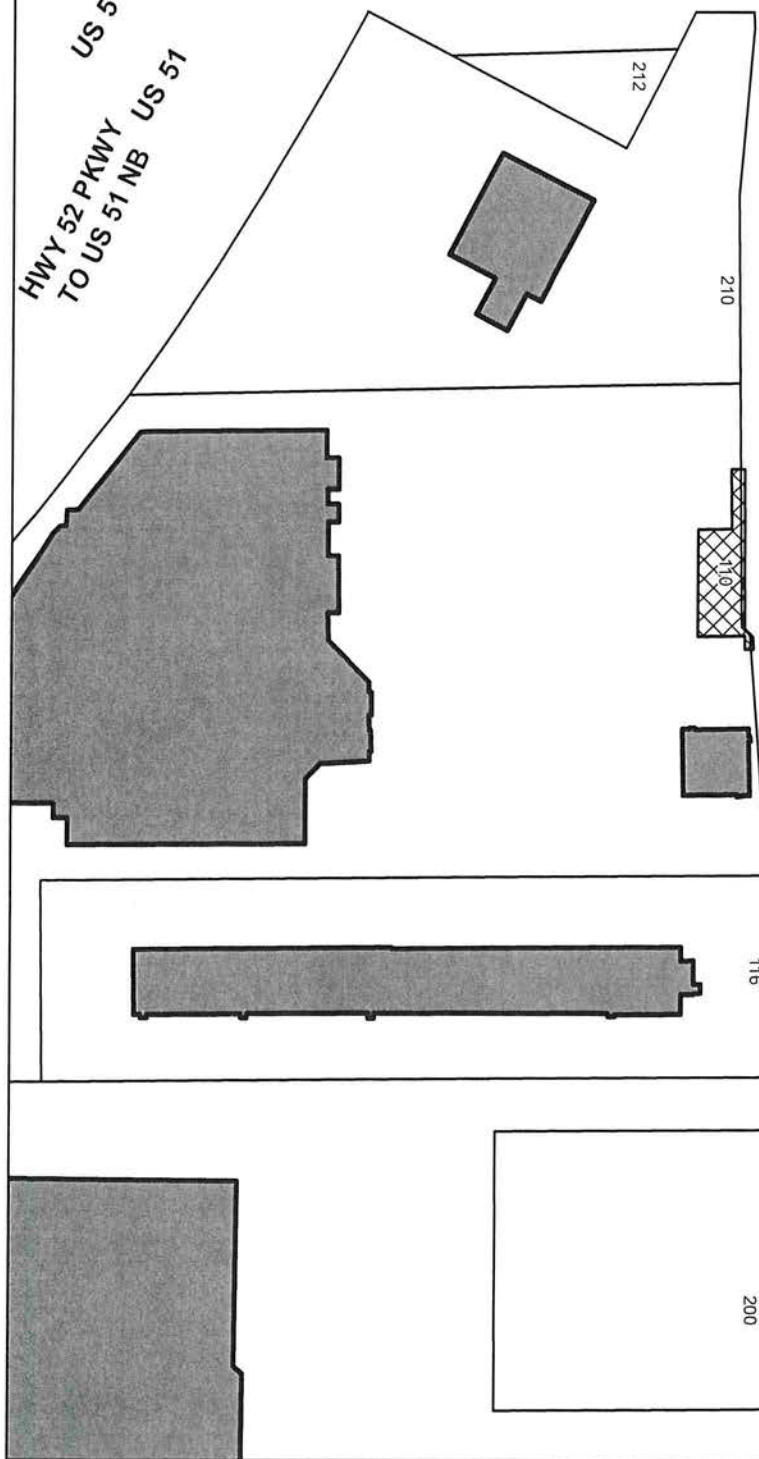
Personally came before me this ____ day of _____, 2023, the above named _____, of MKB Wausau, LLC to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

This document was prepared by
Anne L. Jacobson, City Attorney
City of Wausau, 407 Grant Street, Wausau, WI 54403.

US 51 BRIDGE ST
TO US 51 NB US 51 SB

HWY 52 PKWY
TO US 51 NB US 51 SB



N 17TH AV

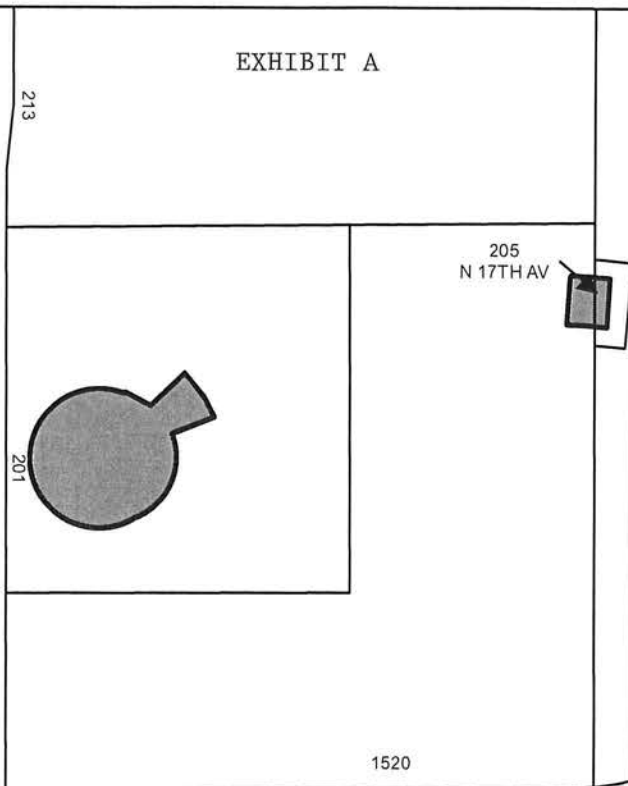
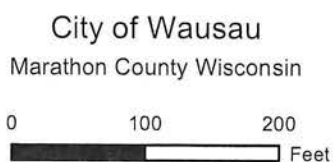
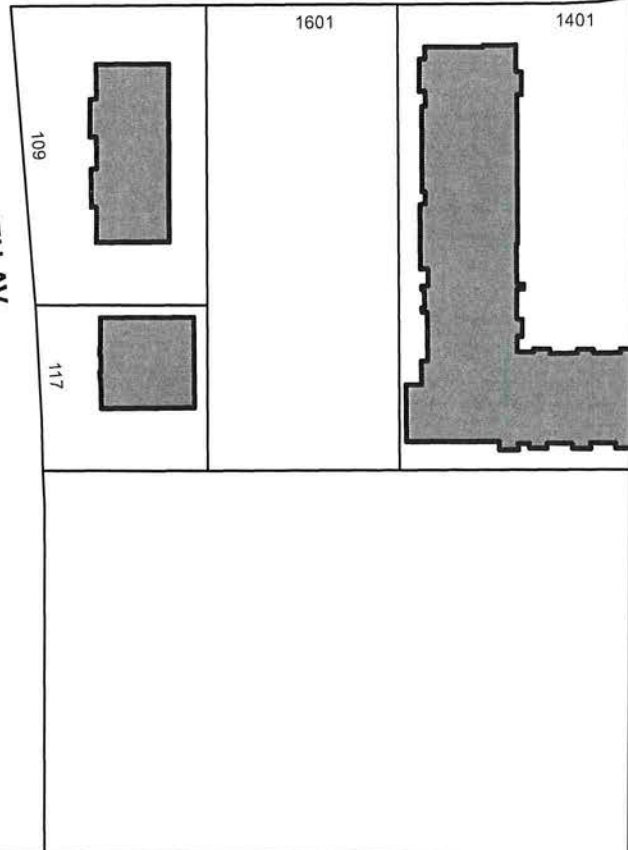


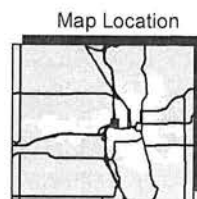
EXHIBIT A

ELM ST

S 17TH AV

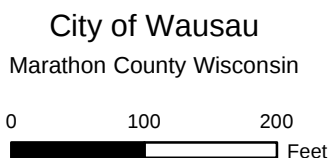
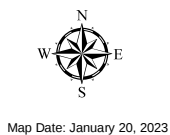
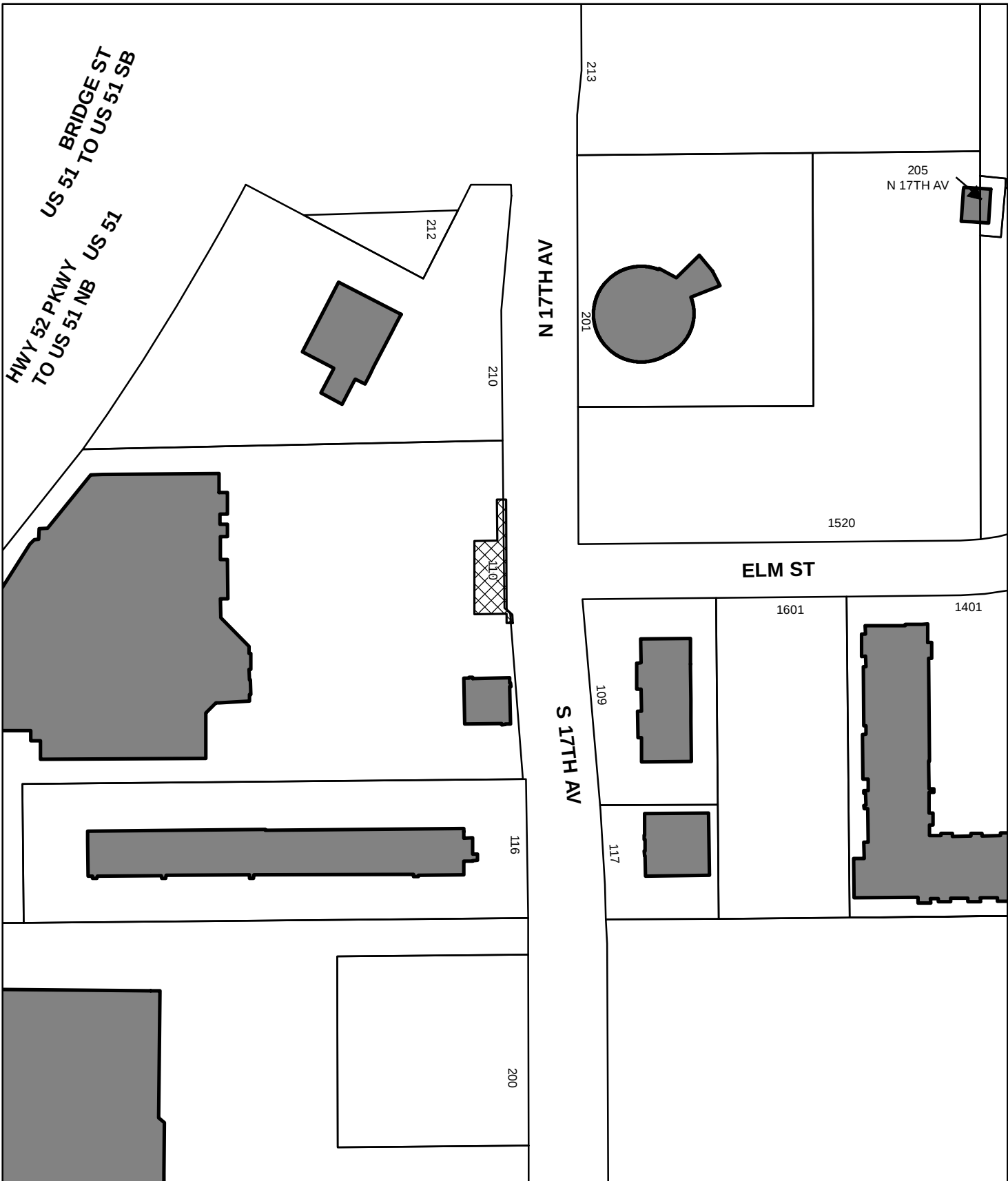


- Legend**
- Parcels
 - Right of Way
 - Road Edge
 - Proposed Easement

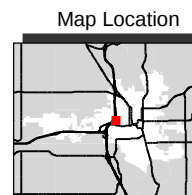


US 51 BRIDGE ST
TO US 51 SB

HWY 52 PKWY
TO US 51 NB US 51



- Legend**
- Parcels
 - Right of Way
 - Road Edge
 - Proposed Easement



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

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

Accepting Easement with 109 S. 17th Avenue LLC and RL 17th, LLC for the installation of sidewalk at 109 South 17th Avenue

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 23-0310

Date Introduced: March 28, 2023

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 will be reconstructing 17th Avenue from Stewart Avenue to Elm Street in 2023; and

WHEREAS, the reconstruction project includes upgrading the pedestrian facilities at the intersection of 17th Avenue and Elm Street; and

WHEREAS, to provide ADA approved sidewalk widths and slopes, a small portion of sidewalk must be placed on the property of 109 South 17th Avenue; and

WHEREAS, your Capital Improvements and Street Maintenance Committee met on March 9, 2023 to review the proposed easement and recommends approval; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that it hereby approves the execution of the attached easement with 109 S. 17th Avenue LLC and RL 17th, LLC and the proper City officials are hereby authorized and directed to execute said easement.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: March 9, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Jill Kurtzhals, Tom Kilian, Dustin Kraege, Lori Wunsch

CONSENT AGENDA

- A. Approve minutes of the February 9, 2023 meeting**
 - B. Action on easement with RL 17th LLC at 109 South 17th Avenue**
 - C. Action on easement with MKB Wausau LLC at 110 South 17th Avenue**
 - D. Action on easement with Wisconsin Public Service Corporation at 919 South 48th Avenue**
-

Rasmussen moved to approve the consent agenda items. Henke seconded and the motion carried 4-0.

Agenda Item No.

1B

STAFF REPORT TO CISM COMMITTEE – March 9, 2023

AGENDA ITEM
Action on easement with RL 17 th LLC at 109 South 17 th Avenue
BACKGROUND
The city will be reconstructing 17 th Avenue, which will include upgrading the pedestrian facilities at the intersection 17 th Avenue and Elm Street. To provide ADA approved sidewalk widths and slopes, a small portion of sidewalk must be placed on the property of 109 S. 17 th Avenue. To legally complete the sidewalk improvements, an easement from MKB Wausau at 109 S. 17 th Avenue is required.
FISCAL IMPACT
N/A
STAFF RECOMMENDATION
Staff recommends approval of the easement.
Staff contact: TJ Niksich 715-261-6748

Document Number	EASEMENT AGREEMENT Document Title
-----------------	---

THIS AGREEMENT made this ____ day of _____, 2023, by and between 109 S. 17th Avenue LLC, a Wisconsin limited liability company, an undivided 50% interest and RL 17th, LLC, a Wisconsin limited liability company, an undivided 50% interest, said interest to be held as Tenants in Common, GRANTOR, and the City of Wausau, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, CITY;

WITNESSETH:

WHEREAS, City wishes to construct a sidewalk for public use across land owned by GRANTOR; and

WHEREAS, GRANTOR will allow this public sidewalk as a permanent easement across GRANTOR’s property upon certain terms and conditions as hereinafter enumerated.

NOW, THEREFORE, the parties hereto agree as follows:

- GRANTOR hereby grants to CITY a permanent easement across property owned by GRANTOR as hereinafter described, which easement shall be for the purpose of establishing a sidewalk, for the benefit of the public; which access shall specifically include but not be limited to individuals on foot, on bicycles, on roller blades, skateboards, motorized wheelchairs and similar methods of conveyance, and other methods of conveyance approved and allowed by CITY.
- The easement area is described below and shown on Exhibit “A”

Part of Lot 1 of Certified Survey Map No. 3627 recorded in Office of Register of Deeds for Marathon County in Volume 13 of Certified Survey Maps on Page 222, being part of the Northeast ¼ of the Southeast ¼, Section 27, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southeast corner of said Section 27; thence S 89°39’45” W, along the South line of the Southeast ¼ of said Section 27, 2685.29 feet to the South ¼ corner of said Section 27; thence N 39°56’52” E, 2162.30 feet to the Easterly right-of-way of S. 17th Avenue being the Easterly line of the parcel described in Document No. 840712 recorded in Office of Register of Deeds for Marathon County in Volume 413 of Micro-Records on Page 560, the point of beginning;

Thence N 4°48’31” W, along said Easterly right-of-way, 7.00 feet; thence N 42°25’06” E, along said Easterly right-of-way, 9.51 feet to the South right-of-way of Elm Street; thence N 89°39’05” E, along said South right-of-way, 7.00 feet; thence S 63°00’00” W, 10.00 feet; thence S 22°25’03” W, 10.28 feet to said Easterly right-of-way of S. 17th Avenue, the point of beginning.

- CITY shall be allowed to construct, repair and/or replace all or any portion of the sidewalk and related improvements from time to time and at any time at its sole cost and expense.
- In granting the easement, GRANTOR makes no representations or warranties of any kind whatsoever with regard thereto, it being understood and agreed that CITY shall have sole and complete liability and responsibility for the easement area and its use and operation, and all aspects thereof. CITY, by entering into this Agreement, covenants and agrees that CITY is relying on its own investigation as to the condition of the easement area and the real estate upon which it is granted, for use in the manner as contemplated herein. CITY covenants and agrees that CITY is not relying in

Recording Area
Name and Return Address City of Wausau Engineering Department 407 Grant Street Wausau, WI 54403
PIN: 291-2907-274-0985

any manner upon any representation, warranty, or statement made by GRANTOR, its employees, or its agents as to the condition of this real property. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO THE GRANTOR'S PROPERTY, THE EASEMENT PREMISES, OR THE TEMPORARY EASEMENT PREMISES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF FITNESS FOR GRANTEE'S EXPRESS PURPOSE UNDER THIS AGREEMENT. NO EMPLOYEE OR AGENT OF GRANTOR IS OR HAS BEEN AUTHORIZED BY GRANTOR TO AMEND OR OTHERWISE MODIFY THIS DISCLAIMER BY WRITTEN OR ORAL MEANS AND ANY SUCH AMENDMENT OR OTHER MODIFICATION IS HEREBY EXPRESSLY DENIED BY GRANTOR.

5. With the exception of negligent actions or omission's by GRANTOR, its employees, agents, and officers, CITY agrees to release, indemnify and hold harmless GRANTOR, its affiliates and their respective employees, agents, and officers, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature which may be sustained 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 CITY's and/or anyone else's operations, actions or omissions on the easement area; specifically included within this release, indemnification and hold harmless are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced indemnified entities and/or individuals.
6. CITY shall be responsible for and shall undertake at its sole cost and expenses all upkeep and maintenance of the easement area and the improvements therein, except for snow removal. GRANTOR will be responsible for snow removal per City ordinances. If CITY fails to adequately maintain the easement area and the improvements therein, GRANTOR may provide CITY with a written notice setting forth the needed upkeep or, maintenance. If CITY does not commence such upkeep or maintenance within thirty (30) days from the date of receipt of the aforesaid written notice, and such failure to commence such maintenance or repair work is not due to a cause beyond CITY's control, then GRANTOR shall have the right, but not the obligation, to perform any such action, and the cost thereof shall be paid by CITY to GRANTOR immediately upon demand.
7. CITY agrees that the easement area will be covered under the CITY's general liability insurance policy in the same manner that CITY-owned parkland is currently covered. The costs of all premiums for such coverage shall be paid when due.
8. Subject to paragraph 9, below, this agreement shall run with the land, encumbering the property encompassed by the easement area in perpetuity, and shall be binding on and shall inure to the benefit of the parties hereto and to their respective successors and assigns.
9. In the event CITY ceases to operate and maintain a sidewalk within the easement area for a period of longer than one (1) year, the easement rights granted herein shall terminate without further notice required; or in the event GRANTOR notifies CITY of GRANTOR'S requirement to terminate the easement in order to reclaim the easement area for GRANTOR'S regulated business purposes, the easement rights granted herein shall terminate six (6) months after any such notification. Upon such termination, CITY shall remove all improvements from the easement area and shall restore the easement area to the condition it was prior to the improvements being installed therein, including, but not limited to, bring the areas to prior grade, and reseeding and replanting such vegetation as existed in the areas prior to initial installation of such improvements. Upon request of GRANTOR, CITY shall execute and deliver any further instruments or undertakings deemed necessary by GRANTOR to carry out the intent of this Section 9.

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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF WAUSAU BY:

109 S 17TH AVENUE, LLC BY:

Katie Rosenberg, Mayor

Kaitlyn A. Bernarde, Clerk

RL 17TH, LLC BY:

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this ____ day of _____, 2023, the above named Katie Rosenberg, Mayor, and Kaitlyn A. Bernarde, Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2023, the above named _____, of 109 S 17th Avenue LLC to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2023, the above named _____, of 109 S 17th Avenue LLC to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2023, the above named _____
_____, of RL 17th, LLC to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

STATE OF _____)
) ss.
COUNTY OF _____)

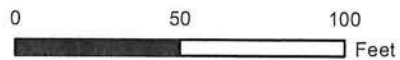
Personally came before me this _____ day of _____, 2023, the above named _____
_____, of RL 17th, LLC to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

This document was prepared by
Anne L. Jacobson, City Attorney
City of Wausau, 407 Grant Street, Wausau, WI 54403.



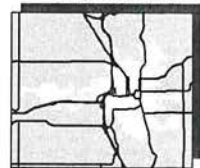
City of Wausau
Marathon County Wisconsin

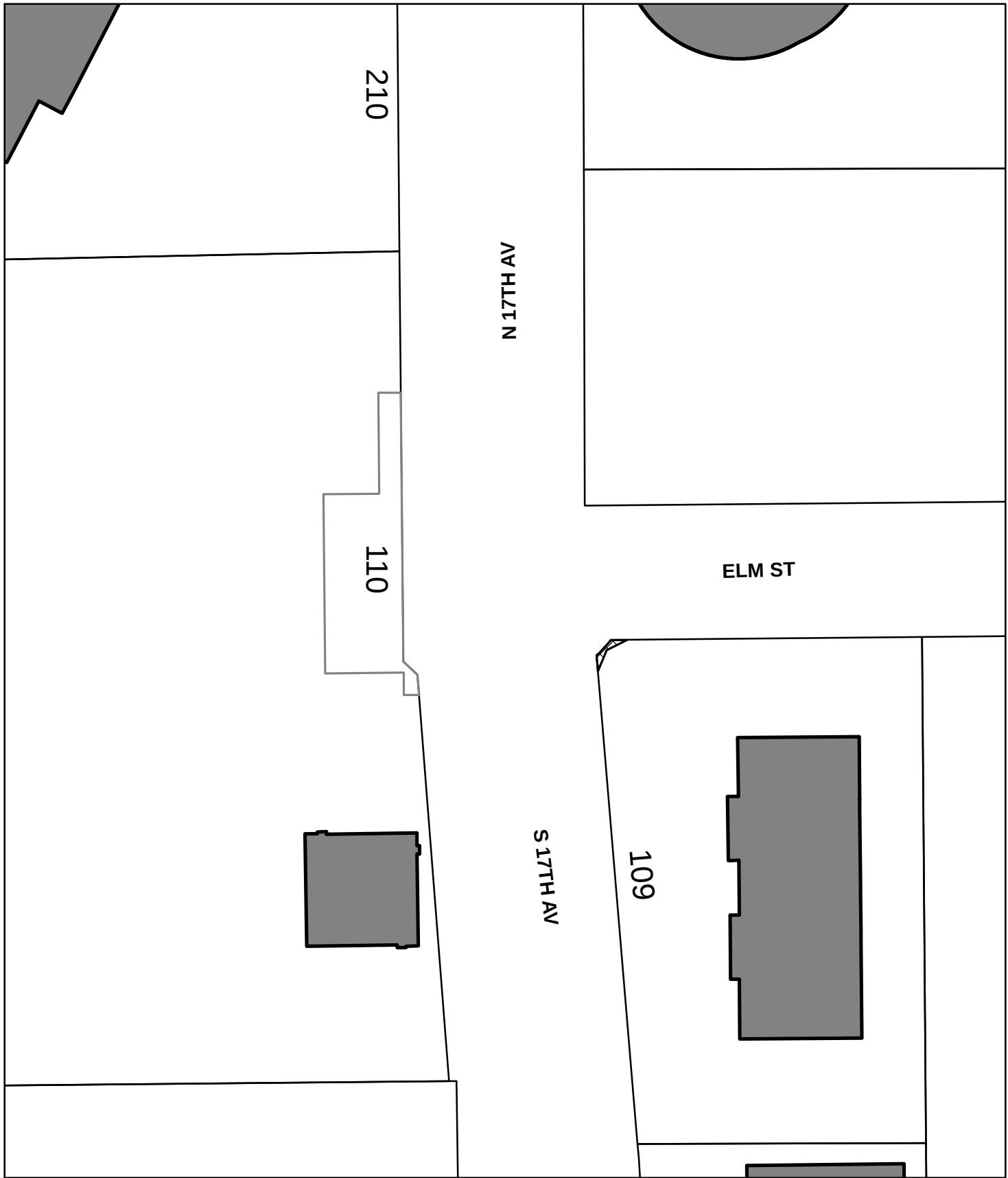


Legend

- Parcels
- Right of Way
- Road Edge
- Proposed Easement (West Side)
- Proposed Easement (East Side)

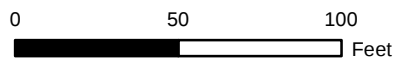
Map Location





Map Date: February 22, 2023

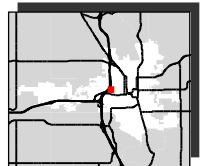
City of Wausau
Marathon County Wisconsin



Legend

- Parcels
- Right of Way
- Road Edge
- Proposed Easement (West Side)
- Proposed Easement (East Side)

Map Location



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

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

Accepting Easement with Wisconsin Public Service to bury electrical facilities at 919 South 48th Avenue

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 23-0311

Date Introduced: March 28, 2023

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, in preparation for the 2024 Stewart Avenue Reconstruction Project, the Wastewater Utility is upgrading the sanitary sewer along the railroad corridor near 48th Avenue that flows to the lift station; and

WHEREAS, in order to complete the upgrade of the sanitary sewer, the City of Wausau has been working with Wisconsin Public Service to relocate their power lines and place them underground; and

WHEREAS, Wisconsin Public Service has requested an easement on City-owned property at 919 South 48th Avenue to install underground electrical facilities; and

WHEREAS, any disturbed areas would be restored by Wisconsin Public Service; and

WHEREAS, your Capital Improvements and Street Maintenance Committee met on March 9, 2023 to review the proposed easement and recommends approval; now therefore

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

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: March 9, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Jill Kurtzhals, Tom Kilian, Dustin Kraege, Lori Wunsch

CONSENT AGENDA

- A. Approve minutes of the February 9, 2023 meeting**
 - B. Action on easement with RL 17th LLC at 109 South 17th Avenue**
 - C. Action on easement with MKB Wausau LLC at 110 South 17th Avenue**
 - D. Action on easement with Wisconsin Public Service Corporation at 919 South 48th Avenue**
-

Rasmussen moved to approve the consent agenda items. Henke seconded and the motion carried 4-0.

Agenda Item No.

1D

STAFF REPORT TO CISM COMMITTEE – March 9, 2023

AGENDA ITEM

Action on easement with Wisconsin Public Service Corporation at 919 South 48th Avenue

BACKGROUND

The wastewater utility is upgrading the sanitary sewer along the RR corridor near 48th Ave that flows to the lift station. This work is in preparation of the 2024 Stewart Ave reconstruction project which will relocate the force main to flow wastewater through this new larger sewer main being installed this year.

Staff has been working for almost 2-years to get permits from two separate RR's, ATC power company and now working with WPS to relocate their power lines and place them underground in order to complete our work. The attached request from WPS is to acquire an easement along City property for placing their power lines.

FISCAL IMPACT

None for the easement.

STAFF RECOMMENDATION

Approve the easement.

Staff contact: Eric Lindman 715-261-6745

ELECTRIC UNDERGROUND EASEMENT

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of Wausau, a municipal corporation**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of Lot 1 of Certified Survey Map No. 5760, Recorded in the Marathon County Register of Deeds Volume 21 of Certified Survey Maps on Page 78 of Certified Survey Maps as Document 919714; being part of the Southeast Quarter of the Northeast Quarter (SE1/4-NE1/4) and the Northeast Quarter of the Southeast Quarter (NE1/4-SE1/4) of Section 32, Township 29 North, Range 7 East, **City of Wausau, County of Marathon, State of Wisconsin**, more particularly described as follows:

The West 12 feet and the North 12 feet of the above described Lot 1.

See the **attached Exhibit "A"**.

- 1. Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
- 4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)
291-2907-324-0998

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written.

City of Wausau _____
Corporate Name

Sign Name _____
Print name & title

Sign Name _____
Print name & title

STATE OF _____)
COUNTY OF _____)SS

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____
City of Wausau, a municipal corporation, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____
Print Name _____

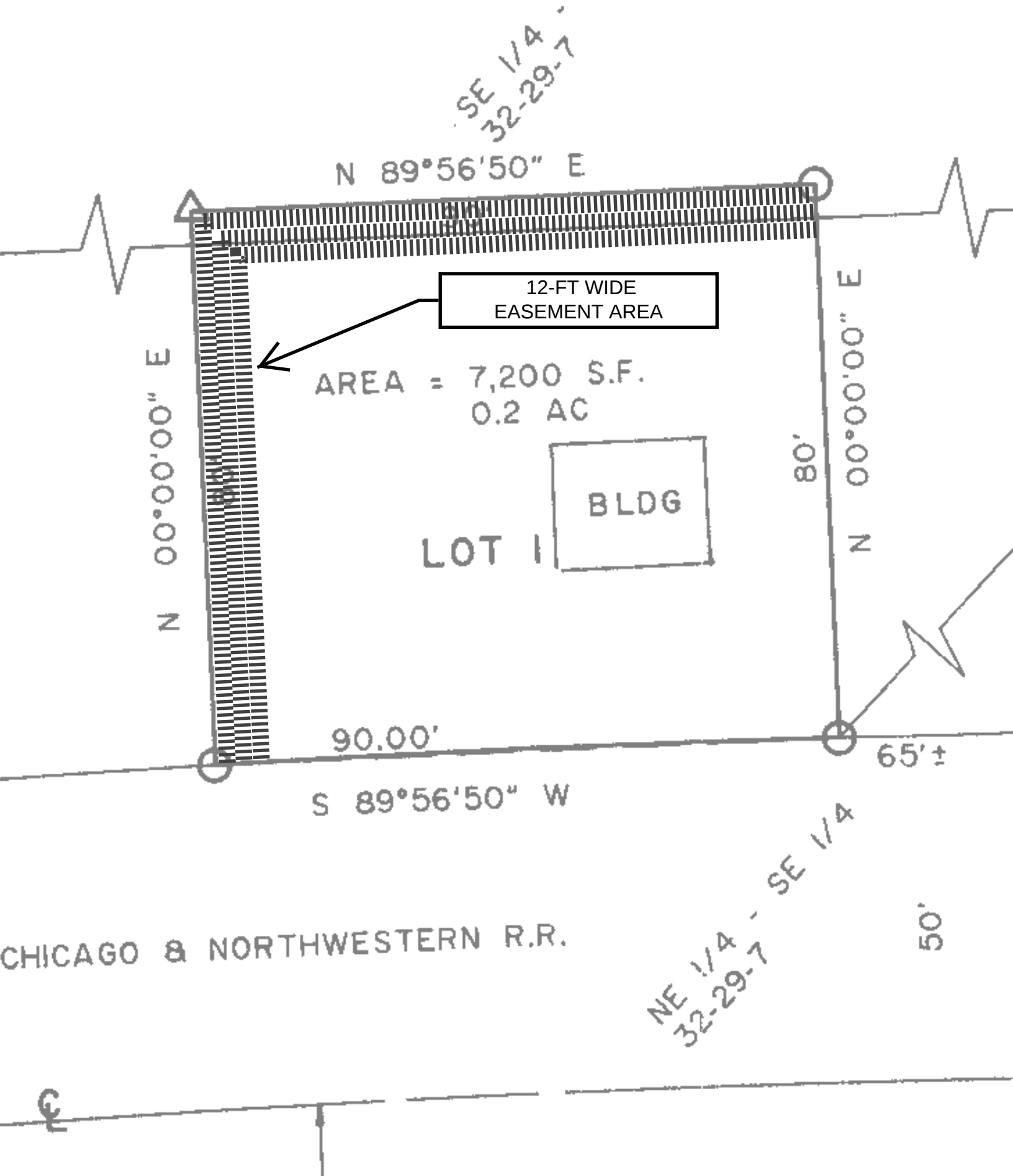
Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Philip Paradies
Wisconsin Public Service Corporation

REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1467576	WMIS-3350968	3305840	INT11-467-576

EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY

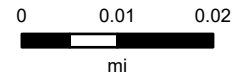




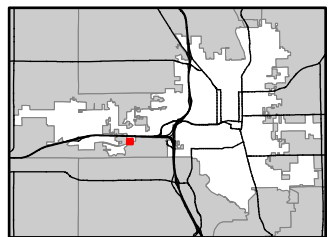
ArcGIS Web Map

City of Wausau / DPW

Date: 3/3/2023

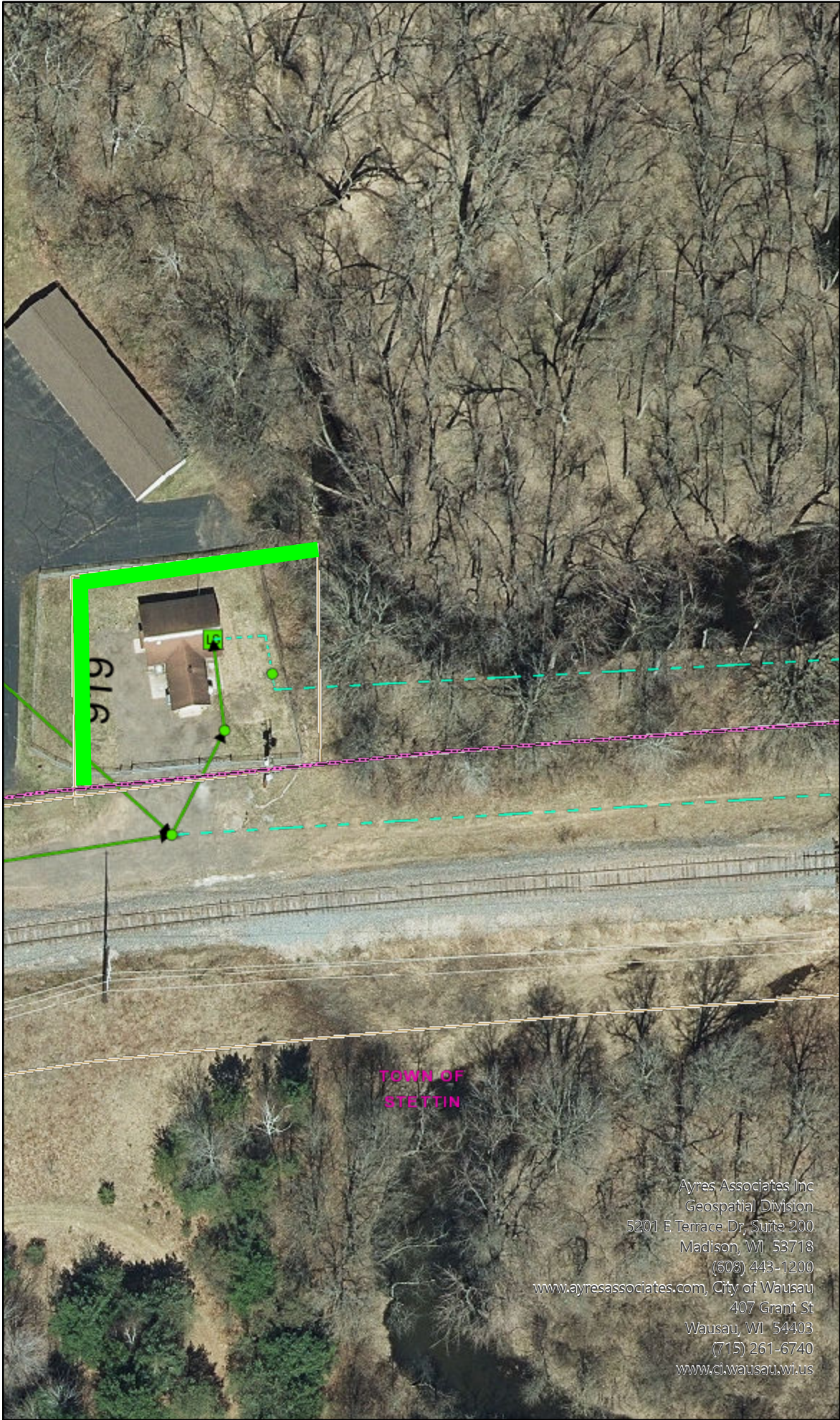


- Municipal Boundaries
- Parcel
- LiftStation
- Force
- Collector
- Manhole



- NOTES:
1. Duplication of this map is prohibited without the written consent of the City of Wausau DPW / GIS Dept.
 2. This map was compiled and developed by the City of Wausau and Marathon County GIS. The City and County assume no responsibility for the accuracy of the information contained herein.
 3. City of Wausau
Public Works / GIS Division
407 Grant St
Wausau, WI 54403
www.ci.wausau.wi.us

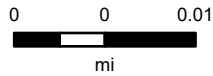
Ayres Associates Inc
Geospatial Division
5201 E Terrace Dr, Suite 200
Madison, WI 53718
(608) 443-1200
www.ayresassociates.com, City of Wausau
407 Grant St
Wausau, WI 54403
(715) 261-6740
www.ci.wausau.wi.us



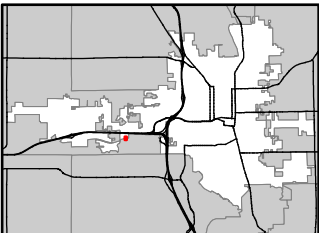
ArcGIS Web Map

City of Wausau / DPW

Date Printed: 3/3/2023



- Municipal Boundaries
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Wausau, WI 54403
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Ayres Associates Inc
Geospatial Division
5201 E Terrace Dr, Suite 200
Madison, WI 53718
(608) 443-1200
www.ayresassociates.com, City of Wausau
407 Grant St
Wausau, WI 54403
(715) 261-6740
www.ci.wausau.wi.us

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

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

Approving State/Municipal Agreement for Business Campus Trail E/W Connector, Innovation Way to 72nd Avenue

Committee Action: Approved 5-0

Fiscal Impact: This is a cost share for which the City's portion is estimated to be \$251,415. Federal funding is limited to \$1,005,657. Any costs over \$1,257,072 will be the City's responsibility.

File Number: 23-0314

Date Introduced: March 9, 2023

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: During design & construction billing by DOT</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 proposed project is a segment of multi-use trail through Wausau's Business Campus and is a key connection between existing and future trails; and

WHEREAS, the trail will provide a safe alternative to existing roads with steep hills, no bicycle or pedestrian facilities, and high traffic volumes in a growing area; and

WHEREAS, the trail is primarily 10-foot wide asphalt, to be plowed in winter, that serves users of all abilities; and

WHEREAS, the trail reduces conflicts between bicycles and pedestrians and heavy trucks while providing a recreational amenity and connection to other land uses in the area; and

WHEREAS, the trail benefits business park tenants, who express support for the project, and the State of Wisconsin by encouraging economic development and talent retention; and

WHEREAS, the Capital Improvements and Street Maintenance Committee met on January 12, 2023, to discuss project alternatives due to the impact of inflation costs and recommended applying for a Change Management Request to reduce the project to a portion of trail from 72nd Avenue to 84th Avenue; and

WHEREAS, the Change Management Request was approved for the scope change of reducing the project to the portion of trail from 72nd Avenue to 84th Avenue; and

WHEREAS, a State/Municipal agreement between the City and Wisconsin Department of Transportation and a Project Scope Change must be executed; and

WHEREAS, per the agreement, the City of Wausau has a responsibility to finance 20 percent of the design and state design review; 20 percent of participating construction; and 20 percent of state construction review; and

WHEREAS, the total project is estimated to be \$1,257,072, with a federal funding maximum of \$1,005,657 and the City's share estimated to be \$251,415; and

WHEREAS, any project costs over \$1,257,072 would be 100 percent City responsibility; and

WHEREAS, the Capital Improvements and Street Maintenance Committee met on March 9, 2023 to review this State/Municipal agreement which details the responsibilities of both the State and Municipality for this project and recommends approval; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the appropriate City officials are hereby authorized and directed to execute the attached State/Municipal agreement for the work related to the Business Campus Trail E/W Connector, Innovation Way to 72nd Avenue with accompanying scope change which reduces the project to the portion of trail from 72nd Avenue to 84th Avenue.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: March 9, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Nicksich, Tara Alfonso, Jill Kurtzhals, Tom Kilian, Dustin Kraege, Lori Wunsch

Discussion and possible action on State/Municipal Agreement for Business Campus Trail E/W Connector, Innovation Way to 72nd Avenue

Nicksich brought the State/Municipal Agreement (SMA) forward in January. The original grant for the SMA was applied for prior to finding out the impact of inflation on construction costs. The grant was well short of what the construction costs would be. Nicksich then brought forward options and CISM agreed to apply for a change management request for the section of trail from 72nd Avenue to 84th Avenue. The change management request has been approved, which will be an addendum to the original SMA.

Rasmussen moved to approve the State/Municipal Agreement with the revision. Seconded by Gisselman and the motion carried unanimously 5-0.

AGENDA ITEM

Discussion and possible action on State/Municipal Agreement for Business Campus Trail E/W Connector, Innovation Way to 72nd Avenue

BACKGROUND

In January, city staff presented the State Municipal Agreement for the Business Campus Trail E/W connector. Since the grant application was submitted prior to the full understanding of the impact of inflation on construction costs, the grant request was significantly lower than current estimated construction costs. Staff presented on several alternatives and CISM directed staff to apply for a project scope change.

Staff applied for and was granted approval for the scope change of reducing the project to the portion of trail from 72nd Avenue to 84th Avenue.

FISCAL IMPACT

Trail Route	Estimated Cost	TAP Grant	City Share
72nd Avenue - 84th Avenue	\$2,226,208.00	\$1,005,658.00	\$1,220,550.00

STAFF RECOMMENDATION

Staff recommends approval of SMA with the accompanying Change Management Request.

Staff contact: TJ Niksich 715-261-6748

WisDOT STP-Urban, STP-Rural, Local Bridge, TAP and CMAQ Programs Project Change Form

Project Change Type

☐ Cost Increase	☐ Substitution	☐ New Project	☐ Other, please specify:
☐ Drop	☐ Cost Decrease	☒ Scope Change	

Complete the sections below as needed for the proposed project change(s) indicated above:

Project Information – complete for all cost increases, drops, cost decreases, and scope changes

Project ID(s): 6999-18-11/81	Program: TAP	Program cycle: 2022-2026
Project title: Business Campus Trail E/W Connector	Project location: Innovation Way to 72nd Avenue	
Entitlement holder: City of Wausau	PS&E date: 2/25/2026	Schedule/LET date: 4/25/2026
Project total cost: \$1,257,072	Federal amount: \$1,005,657 State amount (local bridge projects only):	
Project description: The proposed project is a multi-use trail through Wausau's Business Campus.		
Project(s) approved through MPO: ☐ N/A ☒ Yes – The MPO that approved the project has been notified of the proposed change, and the MPO has approved the proposed change if required by its policies.		

Cost Increase Request

New requested project total cost:	New requested federal amount: New requested state amount (local bridge only):
Increment of federal funds requested: Increment of state funds requested:	Is there a change to the current schedule date? ☐ Yes ☐ No <i>If yes, submit with this form a Schedule Change Notice.</i>
Justification:	

Dropped Project Request

Description:
Reason for dropping project(s):

Substituted Project Information

Project ID(s) of project to substitute:	Entitlement holder:
Is this substitution request consistent with the one substitution policy? ☐ Yes ☐ No	Project title:
Is there a change to the current schedule date? ☐ Yes ☐ No <i>If yes, submit with this form a Schedule Change Notice.</i>	Requested project total:
Requested federal amount:	
Requested state amount (local bridge only):	

Please describe the project and funding request:

Please describe the reason for the substitution:

Cost Decrease Request

New requested project total cost:	New requested federal amount: New requested state amount (local bridge only):
Increment of federal funding decrease: Increment of state funding decrease:	Is there a change to the current schedule date? ☐ Yes ☐ No <i>If yes, submit with this form a Schedule Change Notice.</i>
Justification:	

New Project Request

Project ID:	Program:	Program cycle:
Project title:	Project location:	
Entitlement holder:	Is there a change to the current schedule date? ☐ Yes ☐ No <i>If yes, submit with this form a Schedule Change Notice.</i>	
Project total cost:	Federal amount: State amount (local bridge projects only):	
Project description:		
Justification (please include description of project funding source):		

Scope Change Request

Road project: SELECT If other, please specify: Trail limit change Local bridge project: SELECT If other, please specify:	Is there a change to the current schedule date? ☐ Yes ☒ No <i>If yes, submit with this form a Schedule Change Notice.</i>
Reason for scope change(s): The City of Wausau would like to request a change in scope to the Business Campus Trail E/W Connector TAP grant that was recently awarded. The proposed change would be to design and construct only the portion of trail from 72nd Avenue to 84th Avenue, which would reduce the overall length of the project from the original application of 9,423 ft. to approximately 4,620 feet. This trail section is option 1 in the attached map. The reason for this request is due to the increased costs to construct boardwalk related items that the city was not aware of at the time of the application submittal. The application for this project was submitted prior to the bid opening for the 72nd Avenue Trail and estimated construction costs were calculated based off estimates for the 72nd Avenue Trail during the design process. The actual bid prices for the 72nd Avenue Trail were much higher than estimated, primarily for boardwalk and boardwalk related items. The original proposed trail has approximately 650 ft. of boardwalk, and using the pricing from the 72nd Avenue Trail, the cost of the boardwalk alone would be \$1,007,713. The propped reduced scope has approximately 420 feet of board walk, which is projected to cost \$665,471 and a total project cost of \$2,225,208. Several options to either accept, reject, or change project scope were presented at the January 12th Capital Improvements and Streets Maintenance Committee meeting. The committee voted and recommended that staff submit a change management request to reduce the scope of the project to construct a trail from	

FOR WISDOT USE IN COORDINATION WITH THE PROJECT SPONSOR

72nd Avenue to 84th Avenue. The committee is aware that any costs incurred over the original grant amount will be the responsibility of the city.

Description:

Revise the proposed project limits from the existing "Innovation Way to 72nd Avenue" to "84th Avenue to 72nd Avenue".

Other Project Change Request

Description:

Reason for request:

Region Signature

Preparer Signature: **TJ Nicksich**

Date: **2/03/2023**

WisDOT LPPM or LPM: **Michael Grage**

Date: **2/06/2023**

FOR WISDOT LOCAL PROGRAMS AND FINANCE SECTION USE ONLY

Request(s) approved? ☒ Yes ☐ No

Reviewer's signature: **Travis Houle**

Reference number:

Date: **2/7/2023**

Comments:

Approved to reduce termini, maintains the majority of the original benefit.



**STATE/MUNICIPAL
AGREEMENT FOR AN
INFRASTRUCTURE
TRANSPORTATION
ALTERNATIVES
PROGRAM (TAP)
PROJECT**

Subprogram #: 290

Program Name: TAP

Revised Date:

Date: **November 4, 2022**

I.D.: **6999-18-11/81**

WisDOT UEI #: **CBE4JHP1S8H7**

Project Sponsor UEI #: TBD

FAIN ID: TBD

Project Title: **BUSINESS CAMPUS TRAIL E/W CONNECTOR**

Location/Limit: **INNOVATION WAY TO 72ND AVENUE**

Project Length (if applicable): **9,423 FT**

Project Sponsor: **CITY OF WAUSAU**

County: Marathon

MPO Area (if applicable): **Wausau MPO**

The signatory, the **City of Wausau**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, and Indian tribes consistent with federal law 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301(2) of the Wisconsin Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - This key connection between existing and future trails provides a safe alternative to existing roads with steep hills, no bicycle or pedestrian facilities, and high traffic volumes (especially trucks) and speeds in a growing area. Additionally, this trail network connects the Business Campus to the communities of Kronenwetter, Rib Mountain, Rothschild, Schofield, Weston, and others in multimodal network of trails, bicycle lanes, sidewalks, and the MPO's regional bike routes.

Proposed Improvement - The proposed project is a multi-use trail through Wausau's Business Campus, as depicted in several TID, City, County, and MPO Plans, to connect a center employing thousands to the entire region while providing an amenity for existing businesses. The proposed trail links an existing trail on the rapidly developing Innovation Way to a future north-south trail along 72nd Street (TAP, 2022). The 72nd Street Trail will connect this proposed trail to future facilities on Stewart Avenue (STP-U, 2024), providing a bicycle and pedestrian facility that connects the entire western half of the City to Downtown Wausau (5 miles east) and the region (County pop. 138,013).

The trail is primarily 10-foot wide asphalt, to be plowed in winter, that serves users of all abilities. The route minimizes wetland impacts, but 3 short boardwalks will cross them. The trail travels through undeveloped, scenic City-owned property, requiring no real estate acquisition. The trail reduces conflicts between bicycles and pedestrians and heavy trucks while providing a recreational amenity and connection to other land uses in an auto-oriented area. The trail benefits business park tenants (who express support for the project) and the State of Wisconsin by encouraging economic development and talent retention.

The Project Sponsor agrees to the following State Fiscal Year 2022-2026 TAP project funding conditions:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of \$1,005,657 for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the \$1,005,657 federal funding maximum, in accordance with TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary Disadvantaged Business Enterprise (DBE) goal assessment. The Catalogue of Federal Domestic Assistance (CFDA) number for this project is 20.205 – Highway Planning and Construction.

The subject project must be commenced within four (4) years of the project award date or the grant is rescinded. Sec. 85.021, Wis. Stats.

- 1) For construction projects, a project is commenced when construction is begun.
- 2) For planning projects, a planning project is commenced when the planning study is begun.
- 3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that the State receives the first reimbursement request from the Project Sponsor, as noted on form DT1713 in the 'Date Received' field.

Project Award date: 8/25/2022

Commencement deadline: 8/25/2026

Completion deadline: 6/30/2029

The project commencement deadline is fixed by statute and may not be extended.

The subject project must be completed by 6/30/2029, and the Project Sponsor must submit a project completion certificate to the State central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

SUMMARY OF COSTS					
PROJECT TYPE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 6999-18-11					
Design	\$180,950	\$144,760	80%	\$36,190	20% + BAL
State Design Review	\$16,201	\$12,960	80%	\$3,241	20% + BAL
Design Total	\$197,151	\$157,720		\$39,431	
ID 6999-18-81					
Participating Construction	\$1,044,921	\$835,937	80%	\$188,984	20% + BAL
Non-Participating Construction	\$0	\$0	0%	\$0	100%
Construction Engineering	\$0	\$0	80%	\$0	100%
State Construction Review	\$15,000	\$12,000	80%	\$3,000	20% + BAL
Construction Total	\$1,059,921	\$847,937		\$211,984	
Total Est. Cost Distribution	\$1,257,072	\$1,005,657	N/A	\$251,415	N/A

*This project has a TAP federal funding maximum of \$1,005,657. This maximum is cumulative for all federally funded project phases.

This request is subject to the terms and conditions that follow (pages 4–10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and on behalf of the: City of Wausau (please sign in blue ink)	
Name: _____	Title: _____
Signature _____	Date _____
Signed for and on behalf of the State:	
Name: Shannon Riley	Title: WisDOT North Central Region Planning Chief
Signature _____	Date _____

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. All applicable DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the Transportation Alternatives Program including 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
 - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. Sec. 103.50.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
 - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin's approved Transportation Alternatives Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. Storm sewer mains necessary for the surface water drainage.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

- e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
 - f. New installations or alteration of street lighting and traffic signals or devices.
 - g. Landscaping.
 - h. Preliminary Engineering.
 - i. Real estate for the improvement.
 - j. State Review Services.
 - k. Other eligible TAP non-infrastructure items as enumerated in the approved application.
6. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.
7. State Disbursements:
- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.
 - b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

8. Work necessary to complete the TAP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
9. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.021 and all applicable federal laws 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).
10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements
- Business Campus Trail E/W Connector Page 5 of 10 WisDOT Project 6999-18-11/81 (NC Region)

of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted
12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
15. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
18. The project is subject to a discretionary DBE goal assessment.
19. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
20. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
22. Sponsors of TAP projects within the Safe Routes to School eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.
23. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.

24. The Project Sponsor shall allow the State and US Department of Transportation auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and compliance with all information and requirements specified in 2 CFR 200.332-(a) as amended effective November 12, 2020.
25. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
26. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
27. When applicable to the project, the Project Sponsor will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - e. Provide relocation orders and real estate plats and easements, as required by the project.
 - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - g. Provide maintenance and energy for lighting.
 - h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
28. It is further agreed by the Project Sponsor that:
- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.

- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
 - c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
 - d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
29. The subject project must be completed by the project completion date, listed on page 2 of this agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

30. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
 - b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
31. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
 - b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
 - d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
 - e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.
32. *Contract Modification: This State/Municipal Agreement* can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
33. **Binding Effects:** All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
34. **Choice of Law and Forum:** This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
35. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

36. **Non-Appropriation of Fund:** With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

37. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq., and shall be preserved by the Project Sponsor.

38. The Project Sponsor agrees to the following State Fiscal Year 2022-2026 TAP project funding conditions: The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$1,005,657 is cumulative for all federal funded project phases.

[End of Document]

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: 23-0315

Date Introduced: March 28, 2023

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 9, 2023 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 28th day of March, 2023.

Adopted: 03/28/23

Approved: 03/28/23

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: March 9, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Jill Kurtzhals, Tom Kilian, Dustin Kraege, Lori Wunsch

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

In December Niksich presented on a possible Stormwater Utility and grant. The grant would be a planning grant to help update our stormwater management plan, complete leaf credit analysis to help meet our total phosphorus reduction goals, and complete a feasibility study for a stormwater utility. To apply for the grant, a resolution is required by the DNR to give staff the ability to act on behalf of the city.

Rasmussen moved to approve. Seconded by Diny 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 Planning Grant. This grant is a 50/50 match with a maximum match of \$170,000. The proposed project for this grant application consists of several studies to assist the city in continuing permit compliance and bringing us closer to achieving our Total Phosphorus (TP) reduction goal. Our application will include updated modeling of our existing conditions Best Management Practices (BMP), BMP alternative analysis for Total Maximum Daily Load (TMDL) compliance, a stormwater utility feasibility study update and analysis of our leaf pickup procedures to apply for the WDNR TP Leaf Credit.

Approval of this resolution would provide the Project Engineer with required responsibilities to oversee the grant process and show council support for the grant, and 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

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

Accepting dedication of right-of-way for Washington Street from 14th Street to Kickbusch Street

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

Fiscal Impact: Dedicating this right-of-way will preserve a corridor for the extension of Washington Street from 14th Street to Kickbusch Street.

File Number: 23-0312

Date Introduced: March 28, 2023

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 Wausau School District is proposing a Certified Survey Map (CSM) to extend Washington Street from just east of North 14th Street to Kickbusch Street; and

WHEREAS, the proposed CSM will designate a 60-foot right-of-way to be used for a public roadway; and

WHEREAS, acceptance of the right-of-way will preserve a corridor for the future public roadway; and

WHEREAS, the proposed roadway would eliminate the dead end on Kickbusch Street and provide an alternate access for Hawthorn Hills School; and

WHEREAS, the Wausau School District is proposing to construct the roadway with the City of Wausau responsible for all future maintenance, rehabilitations, and future reconstructions; and

WHEREAS, your Capital Improvements and Street Maintenance Committee reviewed the proposed dedication on March 9, 2023; and your Plan Commission reviewed the proposed dedication on March 21, 2023; and recommended approval; now therefore

BE IT RESOLVED the Common Council of the City of Wausau does accept the dedication of right-of-way as shown on the accompanying Certified Survey Map, and the City Clerk is hereby instructed to have this resolution recorded in the office of the Marathon County Register of Deeds.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: March 9, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Jill Kurtzhals, Tom Kilian, Dustin Kraege, Lori Wunsch

Discussion and possible action on accepting right-of-way for Washington Street from 14th Street to Kickbusch Street

Wesolowski reminded the committee this proposal was previously brought forward. They are looking to dedicate the right-of-way to extend Washington Street from 14th Street to Kickbusch Street.

Since the land would be dedicated from the school district and they are proposing to construct the road under the condition we maintain it, Rasmussen feels this makes sense. She added it should relieve some traffic pressure around the school.

Rasmussen moved to accept the right-of-way dedication. Seconded by Henke.

Gisselman asked if sidewalk was included in the design. Wesolowski said the CSM does not show the street design, just the right-of-way. The right-of-way would be the standard 60'. Final plans should be coming by the end of the month and can be brought back to CISM. It would be wide enough to construct a road and sidewalk.

There being a motion and a second, motion to accept the right-of-way dedication carried 5-0.

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, March 21, 2023, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Sarah Watson, Dawn Herbst, Bruce Bohlken, Andrew Brueggeman, George Bornemann.

Others Present: Brad Lenz, Andrew Lynch, Tara Alfonso, Brian Stahl

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

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

Discussion and possible action on accepting right-of-way for Washington Street from 14th Street to Kickbusch Street.

Lenz said that this proposed right-of-way is from the school district for a new street to go behind Hawthorn Hills School. The school district will pay for the street, but the city would maintain it. Staff recommends approval.

Mayor Rosenberg asked if staff will be working with the school district with the construction. Lenz confirmed this and said that staff have met and will continue to meet to ensure the standards are met. This item is the first step in the process.

Brueggeman motioned to accept right-of-way for Washington Street from 14th Street to Kickbusch Street. Bohlken seconded, and the motion carried unanimously 6-0. This item will go to Common Council on March 28, 2023.

AGENDA ITEM

Discussion and possible action on accepting right-of-way for Washington Street from 14th Street to Kickbusch Street

BACKGROUND

The Wausau School District is proposing the attached Certified Survey Map to extend Washington Street from just east of N. 14th Street to Kickbusch Street. This CSM would dedicate a 60-foot right-of-way to be used for a public roadway. This roadway would eliminate the dead end on Kickbusch Street and provide an alternate access for Hawthorn Hills School.

FISCAL IMPACT

The Wausau School District is proposing to construct the roadway. The City would be responsible for all future maintenance, rehabilitation, and future reconstructions.

STAFF RECOMMENDATION

Engineering recommends accepting the dedication of right-of-way.

Staff contact: Allen Wesolowski 715-261-6762

**REI**CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784**MARATHON COUNTY CERTIFIED SURVEY MAP**

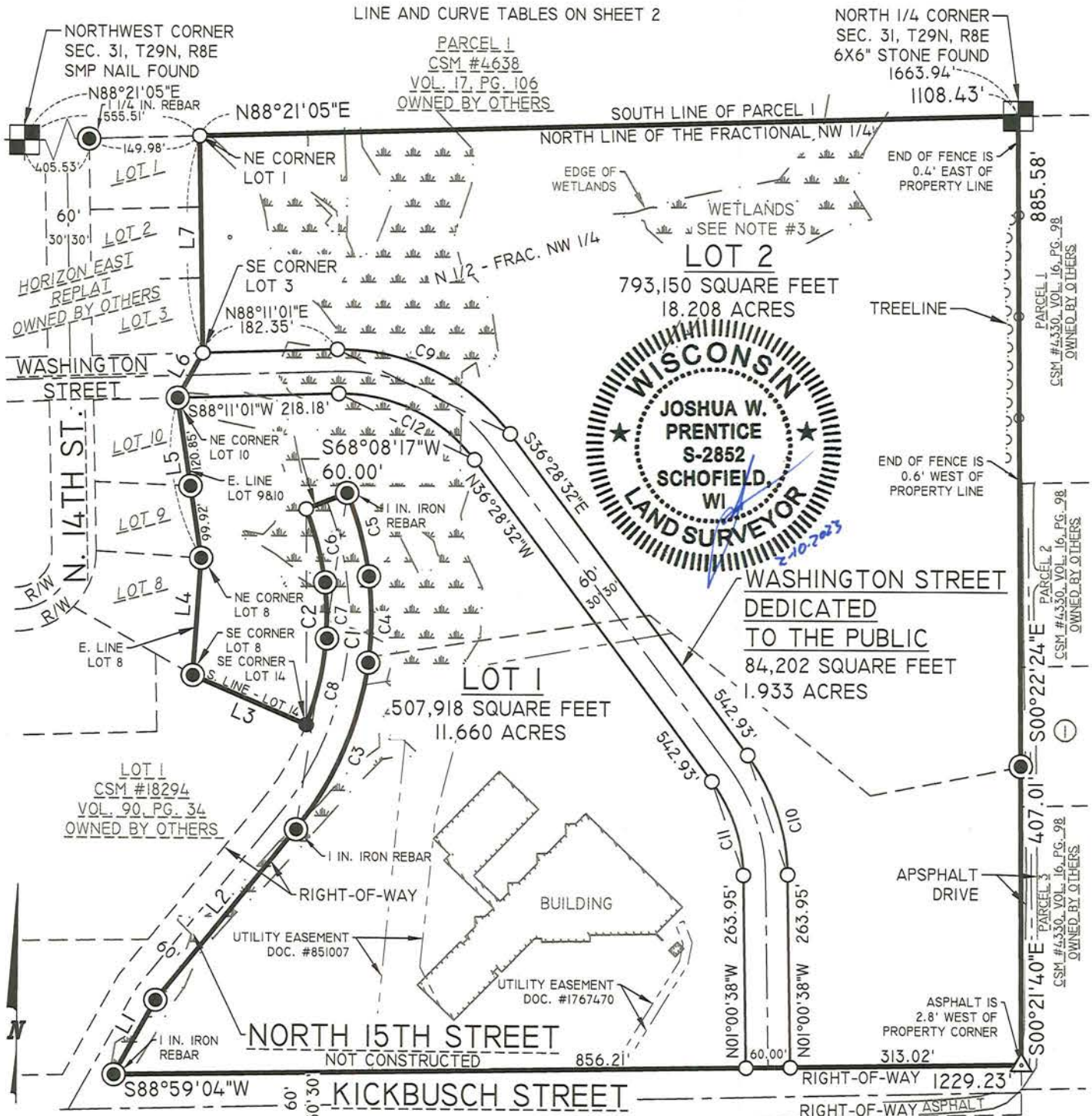
MAP NO. _____

PREPARED FOR: WAUSAU SCHOOL DISTRICT

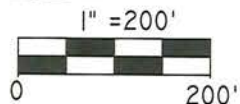
LANDOWNER: WAUSAU SCHOOL DISTRICT

ALL OF OUTLOT 2, LOTS 9-18, LOT 26, LOTS 28-65, AND PART OF LOTS 7 AND 8, VACATED 16TH COURT, 16TH STREET, WASHINGTON STREET, AND REAGAN AVENUE OF THE VACATED HORIZON EAST PLAT, IN A RESOLUTION RECORDED IN VOLUME 409, PAGE 632; ALL OF VACATED LOTS 4-6, 11-33, AND VACATED REAGAN AVENUE AND WASHINGTON STREET OF HORIZON EAST REPLAT, RECORDED IN DOCUMENT NUMBER 842540 IN SAID MARATHON COUNTY REGISTER OF DEEDS; ALL LOCATED IN THE NORTH 1/2 OF THE FRACTIONAL NORTHWEST 1/4, LOCATED IN SECTION 31, TOWNSHIP 29 NORTH, RANGE 8 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

LINE AND CURVE TABLES ON SHEET 2

**NOTES:**

1. FIELD SURVEY WAS COMPLETED ON 1-30-2023.
2. BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM, NAD 83(2011) DATUM AND REFERENCED TO THE NORTH LINE OF THE FRACTIONAL NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 29 NORTH, RANGE 8 EAST, MEASURED TO BEAR NORTH 88°21'05" EAST.
3. THE WETLANDS SHOWN WERE DELINEATED IN JULY 2022 BY STAR ENVIRONMENTAL.
4. THIS CERTIFIED SURVEY MAP DOES NOT TRANSFER PROPERTY OWNERSHIP, AND THE SALE OR TRANSFER OF PROPERTY REQUIRES A RECORDED DEED EXCEPT FOR PUBLIC DEDICATIONS.
5. STORM WATER MANAGEMENT AGREEMENT, DOCUMENT NUMBER 1713878 APPLIES TO LOT 1 & LOT 2.
6. CURRENT PARCEL IDENTIFICATION NUMBERS ARE 29129083120042 AND 29129083120987.
- ① PARCEL 1, CSM #5161, VOL. 19, PG. 29, OWNED BY OTHERS

**LEGEND**

- - 1 IN. IRON BAR FOUND UNLESS NOTED
- - #10 X 18 IN. IRON REBAR WEIGHING 4.303 LBS/LIN. FT. SET
- △ - PK NAIL SET
- (126') - RECORDED BEARING/LENGTH
- 126.00' - MEASURED BEARING/LENGTH
- R/W - RIGHT-OF-WAY



REI

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

PREPARED FOR: WAUSAU SCHOOL DISTRICT

LANDOWNER: WAUSAU SCHOOL DISTRICT

ALL OF OUTLOT 2, LOTS 9-18, LOT 26, LOTS 28-65, AND PART OF LOTS 7 AND 8, VACATED 16TH COURT, 16TH STREET, WASHINGTON STREET, AND REAGAN AVENUE OF THE VACATED HORIZON EAST PLAT, IN A RESOLUTION RECORDED IN VOLUME 409, PAGE 632; ALL OF VACATED LOTS 4-6, 11-33, AND VACATED REAGAN AVENUE AND WASHINGTON STREET OF HORIZON EAST REPLAT, RECORDED IN DOCUMENT NUMBER 842540 IN SAID MARATHON COUNTY REGISTER OF DEEDS; ALL LOCATED IN THE NORTH 1/2 OF THE FRACTIONAL NORTHWEST 1/4, LOCATED IN SECTION 31, TOWNSHIP 29 NORTH, RANGE 8 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
C1	486.13'	459.28'	60°38'46"	N08°27'40"E	463.76'
C2	301.85'	399.28'	43°18'54"	S00°12'16"E	294.71'
C3	249.82'	459.28'	31°09'58"	N23°12'04"E	246.76'
C4	118.22'	459.28'	14°44'55"	N00°14'38"E	117.90'
C5	118.09'	459.28'	14°43'54"	N14°29'46"W	117.76'
C6	103.75'	399.28'	14°53'19"	N14°25'04"W	103.46'
C7	76.67'	399.28'	11°00'07"	N01°28'21"W	76.55'
C8	121.43'	399.28'	17°25'29"	N12°44'27"E	120.96'
C9	270.45'	280.00'	55°20'27"	S64°08'45"E	260.06'
C10	173.31'	280.00'	35°27'53"	S18°44'35"E	170.56'
C11	136.18'	220.00'	35°27'53"	N18°44'35"W	134.01'
C12	212.49'	220.00'	55°20'27"	N64°08'45"W	204.33'
(C1)	(--)	(459.20')	(--)	(--)	(--)
(C2)	(--)	(459.20')	(--)	(--)	(--)
(C3)	(--)	(399.20')	(--)	(--)	(--)
(C4)	(--)	(459.20')	(--)	(--)	(--)
(C5)	(--)	(459.20')	(--)	(--)	(--)
(C6)	(--)	(399.20')	(--)	(--)	(--)
(C7)	(--)	(399.20')	(--)	(--)	(--)
(C8)	(--)	(399.20')	(--)	(--)	(--)

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N28°47'03"E	116.86'
L2	N38°47'03"E	302.06'
L3	N66°35'32"W	167.80'
L4	N03°50'32"E	160.52'
L5	N08°23'04"W	220.76'
L6	N29°01'24"E	69.88'
L7	N00°55'56"W	296.64'
(L1)	(--)	(116.92')
(L2)	(--)	(302.08')
(L3)	(S66°25'46"E)	(167.62')
(L4)	(S5°W)	(160')
(L5)	(N7°07'22"W)	(220.76')
(L6)	(--)	(--)
(L7)	(N0°14'40"E)	(297')





REI

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4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

PREPARED FOR: WAUSAU SCHOOL DISTRICT

LANDOWNER: WAUSAU SCHOOL DISTRICT

ALL OF OUTLOT 2, LOTS 9-18, LOT 26, LOTS 28-65, AND PART OF LOTS 7 AND 8, VACATED 16TH COURT, 16TH STREET, WASHINGTON STREET, AND REAGAN AVENUE OF THE VACATED HORIZON EAST PLAT, IN A RESOLUTION RECORDED IN VOLUME 409, PAGE 632; ALL OF VACATED LOTS 4-6, 11-33, AND VACATED REAGAN AVENUE AND WASHINGTON STREET OF HORIZON EAST REPLAT, RECORDED IN DOCUMENT NUMBER 842540 IN SAID MARATHON COUNTY REGISTER OF DEEDS; ALL LOCATED IN THE NORTH 1/2 OF THE FRACTIONAL NORTHWEST 1/4, LOCATED IN SECTION 31, TOWNSHIP 29 NORTH, RANGE 8 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, JOSHUA W. PRENTICE, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2852, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF: THAT I HAVE SURVEYED, MAPPED, AND DIVIDED ALL OF OUTLOT 2, LOTS 9-18, LOT 26, LOTS 28-65, AND PART OF LOTS 7 AND 8, VACATED 16TH COURT, 16TH STREET, WASHINGTON STREET, AND REAGAN AVENUE OF THE VACATED HORIZON EAST PLAT, IN A RESOLUTION RECORDED IN VOLUME 409, PAGE 632; ALL OF VACATED LOTS 4-6, 11-33, AND VACATED REAGAN AVENUE AND WASHINGTON STREET OF HORIZON EAST REPLAT, RECORDED IN DOCUMENT NUMBER 842540 IN SAID MARATHON COUNTY REGISTER OF DEEDS; ALL LOCATED IN THE NORTH 1/2 OF THE FRACTIONAL NORTHWEST 1/4, LOCATED IN SECTION 31, TOWNSHIP 29 NORTH, RANGE 8 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31; THENCE NORTH 88°21'05" EAST, COINCIDENT WITH THE NORTH LINE OF SAID FRACTIONAL NORTHWEST 1/4, 555.51 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID HORIZON EAST REPLAT AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°21'05" EAST, COINCIDENT WITH SAID NORTH LINE OF THE FRACTIONAL NORTHWEST 1/4, 1108.43 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 31; THENCE SOUTH 00°22'24" EAST, COINCIDENT WITH THE EAST LINE OF SAID HORIZON EAST PLAT, 885.58 FEET; THENCE SOUTH 00°21'40" EAST, COINCIDENT WITH SAID EAST LINE OF HORIZON EAST PLAT, 407.01 FEET TO THE NORTH RIGHT-OF-WAY LINE OF KICKBUSCH STREET; THENCE SOUTH 88°59'04" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, 1229.23 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH 15TH STREET; THENCE NORTH 28°47'03" EAST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, 116.86 FEET; THENCE NORTH 38°47'03" EAST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, 302.06 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST; THENCE 486.13 FEET, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 459.28 FEET, A CENTRAL ANGLE OF 60°38'46" AND A CHORD THAT BEARS NORTH 08°27'40" EAST FOR 463.76 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID NORTH 15TH STREET; THENCE SOUTH 68°08'17" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, 60.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID NORTH 15TH STREET AND THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE 301.85 FEET, COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 399.28 FEET, A CENTRAL ANGLE OF 43°18'54" AND A CHORD THAT BEARS SOUTH 00°12'16" EAST FOR 294.71 FEET TO THE SOUTHEAST CORNER OF LOT 14 OF SAID HORIZON EAST REPLAT; THENCE NORTH 66°35'32" WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 14, 167.80 FEET TO THE SOUTHEAST CORNER OF LOT 8 OF SAID HORIZON EAST REPLAT; THENCE NORTH 03°50'32" EAST, COINCIDENT WITH THE EAST LINE OF SAID LOT 8, 160.52 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE NORTH 08°23'04" WEST, COINCIDENT WITH THE EAST LINE OF LOT 9 & LOT 10 OF SAID HORIZON EAST REPLAT, 220.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 10 AND THE SOUTH RIGHT-OF-WAY LINE OF WASHINGTON STREET; THENCE NORTH 29°01'24" EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID WASHINGTON STREET, 69.88 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID WASHINGTON STREET AND THE SOUTHEAST CORNER OF LOT 3 OF SAID HORIZON EAST REPLAT; THENCE NORTH 00°55'56" WEST, COINCIDENT WITH THE EAST LINES OF LOT 1, LOT 2, AND LOT 3 OF SAID HORIZON EAST REPLAT, 296.64 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, SAID NORTH LINE OF THE FRACTIONAL NORTHWEST 1/4 AND THE POINT OF BEGINNING.

THAT THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 1,385,270 SQUARE FEET, 31.801 ACRES, MORE OR LESS.

THAT I HAVE MADE THIS SURVEY, DIVISION AND MAP THEREOF AT THE DIRECTION OF WAUSAU SCHOOL DISTRICT, OWNER OF SAID PARCELS.

THAT SAID PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 236.34 OF THE WISCONSIN STATUTES, WISCONSIN ADMINISTRATIVE CODE A-E7, AND THE SUBDIVISION REGULATIONS OF THE CITY OF WAUSAU.

THAT THIS MAP IS A CORRECT AND ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF SAID PARCEL, AND OF THE DIVISION THEREOF MADE.

DATED THIS 10TH DAY OF FEBRUARY 2023

REI
JOSHUA W. PRENTICE
WI P.L.S. S-2852





REI

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

PREPARED FOR: WAUSAU SCHOOL DISTRICT

LANDOWNER: WAUSAU SCHOOL DISTRICT

ALL OF OUTLOT 2, LOTS 9-18, LOT 26, LOTS 28-65, AND PART OF LOTS 7 AND 8, VACATED 16TH COURT, 16TH STREET, WASHINGTON STREET, AND REAGAN AVENUE OF THE VACATED HORIZON EAST PLAT, IN A RESOLUTION RECORDED IN VOLUME 409, PAGE 632; ALL OF VACATED LOTS 4-6, 11-33, AND VACATED REAGAN AVENUE AND WASHINGTON STREET OF HORIZON EAST REPLAT, RECORDED IN DOCUMENT NUMBER 842540 IN SAID MARATHON COUNTY REGISTER OF DEEDS; ALL LOCATED IN THE NORTH 1/2 OF THE FRACTIONAL NORTHWEST 1/4, LOCATED IN SECTION 31, TOWNSHIP 29 NORTH, RANGE 8 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

CITY OF WAUSAU COMMON COUNCIL APPROVAL CERTIFICATE:

RESOLVED, THAT THIS CERTIFIED SURVEY MAP, IN THE CITY OF WAUSAU, WAUSAU SCHOOL DISTRICT, OWNER, IS HEREBY APPROVED BY THE CITY OF WAUSAU COMMON COUNCIL.

DATE _____ APPROVED _____
MAYOR

DATE _____ SIGNED _____
MAYOR

I HEREBY CERTIFY THAT THE AFOREMENTIONED CERTIFIED SURVEY MAP HAS BEEN APPROVED BY THE CITY OF WAUSAU COMMON COUNCIL.

CITY OF WAUSAU CLERK

OWNER'S CERTIFICATE OF DEDICATION

AS OWNER, I HEREBY CERTIFY THAT I CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, MAPPED AND WASHINGTON STREET TO BE DEDICATED AS REPRESENTED ON THE CERTIFIED SURVEY MAP. I ALSO CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: THE CITY OF WAUSAU.

WITNESS THE HAND AND SEAL OF SAID OWNER THIS _____ DAY OF _____, 20____.
IN PRESENCE OF:

WAUSAU SCHOOL DISTRICT

STATE OF WISCONSIN)

SS

MARATHON COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20____, THE ABOVE NAMED WAUSAU SCHOOL DISTRICT, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, _____, WISCONSIN

MY COMMISSION EXPIRES _____



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

RESOLUTION OF THE FINANCE COMMITTEE

Approving the 2023 Community Development Block Grant Program Allocation

Committee Action: Approved 5-0

Fiscal Impact: Award of \$617,593 in Community Development Block Grant Funds to the City of Wausau

File Number: 03-1007

Date Introduced: March 28, 2023

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☒	No ☐	
	Included in Budget:	Yes ☐	No ☐	Budget Source: CDBG
	One-time Costs:	Yes ☐	No ☐	Amount:
	Recurring Costs:	Yes ☐	No ☐	Amount:
SOURCE	Fee Financed:	Yes ☐	No ☐	Amount:
	Grant Financed:	Yes ☒	No ☐	Amount: 617,593
	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 City is beginning its third year of its 5-Year Consolidated Plan, and

WHEREAS the Citizens Advisory Committee for Community Development held two public hearings, one working session, and has prepared a proposed Block Grant program funding recommendation to the Finance Committee in which the Finance Committee has approved said plan, and

BE IT RESOLVED, by the Common Council of the City of Wausau that the proposed 2023 Action Plan in the amount of \$617,593 for the Community Development Block Grant (CDBG) Program be and the same is hereby approved and its filing with the appropriate agency is hereby authorized, and that the Common Council acknowledges all understandings, assurances and certifications contained in said 2023 Action Plan, and

BE IT FURTHER RESOLVED, that the Mayor is designated as the authorized representative of the City to act in connection with said plan, to provide any and all additional information or program reports as may be required, and that the Mayor is hereby authorized to execute any documents and subrecipient agreements which are necessary for the implementation of the 2023 Community Development Block Grant Program.

Approved:

Katie Rosenberg, Mayor

2023 CDBG Program

Activity Code	Applicant/Agency	Requested	CAC final Allocation	Finance Approval	City Council Approval
A - 570.206	CD Administration	\$ 100,000	\$ 100,093	\$ 100,093	
H - 570.202(b)	Acquisition	\$ 175,000	\$ 182,000	\$ 182,000	
H - 570.202(a)	HO Rehab	\$ 50,000	\$ 50,000	\$ 50,000	
PF - 570.201 (c)	Bike Pedestrian Improvements	\$ 18,000	\$ 18,000	\$ 18,000	
PF - 570.201 (c)	Curb Ramp Reconstruction	\$ 75,000	\$ 75,000	\$ 75,000	
PF - 570.201 (c)	Parks Dept - Community Outreach Playground	\$ 100,000	\$ 100,000	\$ 100,000	
PS - 570.201 (e)	Catholic Charities PROGRAM: Beyond Shelter	\$ 10,000	\$ -	\$ -	
PS - 570.201 (e)	Faith in Action PROGRAM: Support for Seniors	\$ 25,000	\$ 25,000	\$ 25,000	
PS - 570.201 (e)	Hagar House PROGRAM: Operations	\$ 40,000	\$ -	\$ -	
PS - 570.201 (e)	Hmong American Center PROGRAM: Npau Suav aka Dream	\$ 30,000	\$ 25,000	\$ 25,000	
PS - 570.201 (e)	KATS PROGRAM: Program Longevity	\$ 35,000	\$ -	\$ -	
PS - 570.201 (e)	Marathon County Literacy Council PROGRAM: Operations	\$ 65,000	\$ -	\$ -	
PS - 570.201 (e)	Open Door PROGRAM: Resource HUB	\$ 26,500	\$ -	\$ -	
PS - 570.201 (e)	Wausau Conservatory of Music PROGRAM: Pathways to Music	\$ 17,500	\$ 17,500	\$ 17,500	
PS - 570.201 (e)	Wausau Free Clinic PROGRAM: Operations	\$ 25,000	\$ 25,000	\$ 25,000	
TOTAL		\$ 792,000	\$ 617,593	\$ 617,593	\$ -

Note: Public Service Funding Cannot Exceed 15% of Entitlement	ACTUAL 2023 Entitlement	\$ 617,593
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Code Definitions	
A	Administration/Planning
C	Clearance
ED	Economic Development
H	Housing
PF	Public Facility
PS	Public Service
SB	Slum & Blight

	<u>Request Amt</u>	<u>Recommended</u>	<u>Cap Percent</u>	<u>Cap Amount</u>
Administration	\$ 100,000	\$ 100,093	20%	\$ 123,519
Public Service	\$ 274,000	\$ 92,500	15%	\$ 92,639
Public Facility	\$ 193,000	\$ 193,000	0%	\$ -
Add't funding	\$ -			

FINANCE COMMITTEE

Date and Time: Tuesday, March 14, 2023 @ 5:15 pm., Council Chambers

Members Present: Lisa Rasmussen, Michael Martens, Carol Lukens, Sarah Watson, and Doug Diny (*arrived late*)

Others Present: Maryanne Groat, Anne Jacobson, Katie Rosenberg, Eric Lindman, Ben Bliven, Jeremy Kopp, Solomon King, Megan Newman, Tammy Stratz, Mary Goede

Discussion and approval of 2023 Community Development Block Grant program year

Lisa Rasmussen stated the summary that was vetted by citizen panel that administers block grant was in the packet. There were no questions or discussion.

Motion by Watson, second by Lukens to approve the 2023 CDBG program. Motion carried 5-0.



Planning, Community and Economic Development

MEMO

TO: City Common Council members

FROM: Tammy Stratz, Community Development Manager

DATE: March 15, 2023

RE: 2023 Community Development Block Grant Program

As you are aware, the Citizen's Advisory Committee held two public hearings to receive comments on community needs, public performance, and the proposed 2023 Community Development Block Grant (CDBG) program funds. On Monday, November 28, 2022, the Committee held its working session meeting to develop a proposed statement of objectives and use of projected funds for the 2023 Block Grant program. For planning purposes, we anticipated the funding amount to be \$580,000.

On February 27, 2023, staff received the actual 2023 allocation. The City of Wausau will receive \$617,593. This is \$37,593.00 more than anticipated! As the Citizen's Advisory Committee requested, we allocated an additional \$5,500 towards the Hmong American Center to bring them up to \$25,000. We cannot go higher because that brings us up to the 15% cap on public service activities. In addition, the committee requested that we bring the Park's Department up to their total ask of \$100,000 – which we did. That left \$7,093 left to reallocate. Staff put the remaining \$7,000 into acquisition and \$93 into administration. Attached is the breakdown sheet that reflects the funding requests and the final recommendation from the committee. When reviewing, please remember that public service activities cannot be funded for more than 15% of the \$617,593 – or a maximum of \$92,639. Administration cannot be funded over 20% - or a maximum of \$123,519. Our requested \$100,093 is under that maximum.

The primary purpose of the Housing and Community Development Act is to develop a viable community by providing decent housing and suitable living environments, expanding economic opportunities primarily for low- and moderate-income persons, and provide a safe community. All activities must have been rated as a high priority in our 5-year Consolidated Plan in order to be considered for funding. All activities the Community Development Citizens Advisory Committee has recommended meet these criteria. In addition, each activity carried out with CDBG funds must meet one of the three broad national objectives:

- * Benefit low- and moderate-income persons
- * Aid in the prevention or elimination of slum and blight
- * Meet other community development needs having a particular urgency because existing conditions pose a serious or immediate threat to health.

The 2020-2024 Consolidated Plan can be found here:
https://www.ci.wausau.wi.us/Portals/0/Departments/ComDev/Documents/2020-2024_ConsolidatedPlan-Final.pdf

The proposed 2023 Community Development Action Plan was released on January 19, 2023 allowing for public comment after that fact. To date we have not heard any comments. We have updated that plan to indicate the new allocations. You can view that document at: https://www.ci.wausau.wi.us/Portals/0/Departments/ComDev/Documents/2023_ActionPlan_FINAL.pdf

On Tuesday, March 14, 2023 the City Finance Committee unanimously approved the recommendations of the Citizens Advisory Committee. The certifications that the Mayor will need to sign as part of this HUD process were also part of the packet for that meeting.

Let me know if you have any question or concerns as you are reviewing the applications. You can call me at 715-261-6682 or e-mail me at tammy.stratz@ci.wausau.wi.us. We are looking forward to working with you on developing this upcoming year's plan.

RESOLUTION OF THE FINANCE COMMITTEEAuthorizing renewal of parking lot lease with Colonial Property 4, LLC (Grant and 3rd Streets)

Committee Action: Approved 5-0

Fiscal Impact: Annual Loss from Parking Operations \$

File Number: 92-0623

Date Introduced: March 28, 2023

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☐ No ☒	
	Included in Budget:	Yes ☒ No ☐	Budget Source: Parking fund
	One-time Costs:	Yes ☐ No ☒	Amount:
	Recurring Costs:	Yes ☒ No ☐	Amount: Net loss from parking operations \$
SOURCE	Fee Financed:	Yes ☒ No ☐	Amount: \$
	Grant Financed:	Yes ☐ No ☒	Amount:
	Debt Financed:	Yes ☐ No ☒	Amount Annual Retirement
	TID Financed:	Yes ☐ No ☒	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, the current three-year lease agreement between the City, as Lessee, and Colonial Property 4, LLC (“Colonial”), as Lessor, for the lease of the parking lot at Third and Grant Streets, expires on March 31, 2023; and

WHEREAS, Colonial has offered to renew the lease with the same terms and conditions, but is requesting an increase in the base rent amount from \$1,975 per month to \$2,115 per month to be paid by the City, for 44 parking stalls; if Colonial exercises its right to utilize six parking stalls, the City’s lease payment would be reduced to \$1,826.59 for the remaining 38 stalls; and

WHEREAS, your Finance Committee, at their March 14, 2023 meeting, reviewed the request and recommends the City renew the lease for a three-year period commencing April 1, 2023 thru March 31, 2026, under the terms and conditions set forth in the proposed lease agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute a three-year agreement for the lease of the Third and Grant Streets parking lot from Colonial Property 4, LLC, a copy of which is attached hereto and incorporated herein by reference.

Approved:

 Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, March 14, 2023 @ 5:15 pm., Council Chambers

Members Present: Lisa Rasmussen, Michael Martens, Carol Lukens, Sarah Watson, and Doug Diny (*arrived late*)

Others Present: Maryanne Groat, Anne Jacobson, Katie Rosenberg, Eric Lindman, Ben Bliven, Jeremy Kopp, Solomon King, Megan Newman, Tammy Stratz, Mary Goede

Discussion and possible action on renewal of parking lot lease with Colonial Property 4, LLC (Grant & 3rd Streets)

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



Office of the City Attorney

TEL: (715) 261-6590

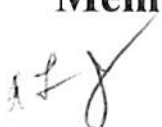
FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

Memorandum

From: Anne Jacobson 
To: Finance Committee
Date: March 3, 2023
Re: Renewal of Parking Lot Lease with Colonial Property 4, LLC (Grant & 3rd Streets)

Purpose: To obtain your approval of a renewal of the parking lot lease, as Lessee with Colonial Property 4, LLC ("Colonial") located at the southeast corner of Grand and 3rd Streets.

Facts: The City has been leasing the parking lot at the corner of Grand and 3rd Streets for more than 25 years. The lot provides for 44 parking stalls that serve hourly and permit parkers. The lot is used by downtown shop customers and the YMCA patrons. Colonial and the City entered into a parking lot lease on June 2, 2020 and the lease will be expiring on March 31, 2023.

Colonial is interested in renewing the lease with the following changes to the lease:

1. Section 1: Increasing the base rent from \$1,975 per month to \$2,115 per month to help address rising costs, etc.
2. Section 2: Lease commences on April 1, 2023 and terminates on March 31, 2026.
3. Section 2.A.: Change amount from \$1,614.55 to \$1,826.59 which is the prorated amount assuming the Finance Committee agrees to the proposed change to the base rent, as explained above.
4. Section 17.A. and B.: Change address for Colonial Property 4, LLC to 210 Ranch Drive, P.O. Box 1148, Dillon, MT 59725

RECORDED

June 11, 2020 2:04 PM

DEAN J. STRATZ, REGISTER OF DEEDS

**AGREEMENT FOR LEASE OF PARKING LOT—
THIRD AND GRANT STREETS**

THIS AGREEMENT, made this 2nd day of June, 2020, between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY," and Colonial Property 4, LLC, a Wisconsin limited liability company, hereinafter referred to as "OWNER";

WITNESSETH:

WHEREAS, OWNER, is the owner of the parking lot on the southeast corner of Third and Grant Streets, in the City of Wausau, which parking lot is delineated on "Exhibit A" attached hereto and incorporated hereby reference, and shall hereinafter be referred to as "LOT"; and

WHEREAS, CITY wishes to lease LOT so as to provide parking to the public, allowing OWNER to utilize portions of LOT for private parking, and OWNER will permit the lease of LOT, all upon certain terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. Except as hereinafter agreed, CITY shall have the exclusive use of LOT for the provision of whatever parking arrangement CITY wishes, the current configuration providing for forty-four (44) parking stalls; that in return, CITY agrees to pay OWNER One Thousand Nine Hundred Seventy-five and no/100 Dollars (\$1,975.00) per month plus an amount of money equal to one twelfth (1/12) of the net real estate tax due for LOT, such payment to be made by CITY to owner on the first (1st) of the month.
2. This Lease shall be for a three-year (3-year) term, commencing on April 1, 2020, and terminating on March 31, 2023. OWNER shall have the following options with regard to parking:
 - A. Any time during the pendency of the lease term, OWNER may utilize for its own use, six (6) parking stalls; this option may be exercised upon ninety-day (90-day) notice, in writing, to CITY; lease payment from CITY to OWNER, in this event, would be One Thousand Six Hundred Fourteen and 55/100 Dollars (\$1,614.55) for the remaining thirty-eight (38) parking stalls.
 - B. Notwithstanding subparagraph A above, CITY shall continue to pay the entire tax bill for LOT and continue to plow entire LOT as provide for in paragraph 4; however, the cost of maintenance referred to in paragraph 4 shall be prorated between CITY and OWNER based on the percent utilized by each.
 - C. OWNER shall have adequate access to and from any privately utilized stalls and Grant Street.
 - D. Upon the exercise of any private parking options herein, CITY shall remove the meters for those stalls but the pipes shall remain in place.
 - E. In the event OWNER does utilize stalls for its own use, then in that event the term "LOT" as used in this Agreement shall refer only to those portions of the demised premises used by the public.

DOC# 1806163 PAGES: 7



Recording Area

Name and Return Address

Office of the City Attorney
City Hall – 407 Grant Street
Wausau, WI 54403

(\$30 Charge to City of Wausau)

PIN: 37.291.4.2907.253.0240

3. LOT shall be continuously used as a parking lot. No part of LOT shall be used for any purpose which constitutes a nuisance or which is illegal, offensive, termed hazardous by insurance companies, or which may make void or voidable any insurance on the LOT or which may increase the premiums therefore. CITY will keep LOT clean and attractive in appearance at all times.
4. CITY shall keep LOT, and every part thereof and any fixtures or equipment contained therein, in good condition and repair including all parking meters, the asphalt surface, and the grass. As used in paragraph 2, the term "repairs" shall include replacement and other improvements as are necessary to maintain the property in good order and condition. CITY shall plow snow in LOT when needed and shall avoid placing any snow adjacent to the building located at 615 North Third Street. City shall remove snow from sidewalks adjacent to LOT on Third Street and Grant Street and otherwise sweep and maintain sidewalks.

Notwithstanding anything to the contrary contained herein, CITY will keep, maintain, and preserve LOT in a first class condition. CITY will indemnify and hold harmless OWNER from and against all loss, claims, damages, costs, or expenses suffered by OWNER by reason of any repairs made by CITY.

5. CITY will not make or allow any alterations, additions, improvements, or utility installations upon LOT without first obtaining the written consent of OWNER. The term "utility installations," as used herein, shall include without limitation power panels, utility transformers, light fixtures, conduits, and wiring.
6. At the termination of this Lease, CITY shall remove all parking meters, pay stations, pipes, parking signage and any alterations and additions erected by CITY, and restore LOT to an unmetered condition including the repair of any damaged areas on the asphalt surface.
7. CITY shall not display, inscribe, print, maintain, or affix any signs, lettering, placards, or other advertising matter or material on LOT without the prior written consent of OWNER provided, however, that metering instructions and parking rules signage may be installed within the parking lot.
8. CITY shall not voluntarily or by operation of law assign, transfer, mortgage, lease, sublet, grant license or rights to a concessionaire or otherwise transfer or encumber all or any part of CITY's interest in this Lease or in LOT without OWNER's prior written consent. Any attempted assignment, transfer, mortgage, use, lease, occupancy, encumbrance, or subletting without such consent shall be void and shall constitute a default under this Lease.
9. Nothing in this Lease shall be construed so as to authorize or permit any insurer of OWNER or CITY to be subrogated to any right of OWNER or CITY against the other party arising under this Lease. OWNER and CITY each hereby release the other to the extent of any perils to be insured against by either of the parties under the terms of this Lease, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party or persons for whose acts or negligence the other party is responsible. All insurance policies to be provided under this Lease by either OWNER or CITY shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either OWNER or CITY from obtaining any such policy.
10. CITY hereby agrees that OWNER shall not be liable for injury to CITY's business or any loss of income or other consequential damages or for damage to the equipment or other property of CITY, CITY's employees, invitees, customers, sublessees, agents, occupants, contractors, public citizens, or any other person in or about LOT, nor shall OWNER be liable for injury to CITY's employees, agents, contractors, occupants, invitees, customers, sublessees, public citizens, or any other person in or about LOT.

CITY shall indemnify, defend and hold harmless OWNER from and against any and all claims arising from CITY's use of LOT, or from the conduct of CITY's business or from any activity, work or things done, permitted or suffered by CITY in or about LOT or elsewhere and shall further indemnify, defend and hold harmless OWNER from and against any and all claims arising from any breach or default in the performance of any obligation on CITY's part to be performed under the terms of this Lease, or arising from any negligence of CITY, or any of CITY's sublessees, agents, customers, invitees, contractors, occupants, or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against OWNER by reason of any such claim, CITY, upon notice from OWNER, shall defend the same at CITY's expense by counsel satisfactory to OWNER. CITY, as a material part of consideration to OWNER, hereby assumes all risk of damage to property or injury to persons, in, upon or about LOT arising from any cause, and CITY hereby waives all claims in respect thereof against OWNER; however, the provisions in this paragraph shall not apply to those cases in which OWNER is negligent.

11. OWNER shall obtain before the Commencement Date, and shall maintain through the expiration or termination of this Lease, a policy of commercial general liability insurance on LOT with limits of public liability not less than \$1,000,000 for death/or bodily injury, including personal injury, and property damage liability of not less than \$1,000,000 per occurrence. Such insurance shall not cover any leasehold improvements installed on LOT by or for the benefit of CITY at its expense, or CITY's parking meters or other equipment, or personal property located in LOT.
12. CITY will, at all times during the term of this Lease, and at its sole cost and expense, maintain the following insurance in full force and effect:
 - A. All-risk property insurance covering the full replacement value of all of CITY's leasehold improvements, equipment, parking meters and personal property within LOT.
 - B. Commercial general liability insurance naming OWNER, CITY, and any mortgagee designated by OWNER as the insured, to insure against injury to property, person or loss of life arising out of the ownership, use, occupancy, or maintenance of LOT with limits of public liability not less than \$1,000,000 per occurrence. For each year in which this Lease is in effect, CITY shall provide to OWNER and any party designated by OWNER a copy of the insurance policy endorsement or wording showing that OWNER and such other parties have been added as additional named insureds. The policy described in this subsection B shall apply on a primary basis to OWNER even if OWNER has other liability insurance coverage. The policy shall contain a supplemental endorsement covering contractual liability voluntarily assumed by the insured under this Lease.
13. The rights of CITY under this Lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against LOT and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof; provided, however, that CITY's rights under this Lease and possession of LOT shall not be disturbed so long as CITY is not in default hereunder. This paragraph is self-operative and no further instrument of subordination shall be required. In confirmation of such subordination CITY shall promptly execute such further instruments as may be requested by OWNER, including an instrument subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by OWNER and/or any mortgagees or proposed mortgages. CITY at the option of any mortgages agrees to attorn to such mortgagee in the event of a foreclosure sale or deed in lieu thereof. Failure of CITY to execute any of the above instruments within ten (10) days upon written request to do so by OWNER, shall constitute a breach of this Lease and OWNER will be entitled to, at its option; (i) execute, acknowledge, and deliver any such

instrument on behalf of CITY as CITY's attorney-in-fact (CITY hereby constituting and irrevocably appointing OWNER as CITY's attorney-in-fact for such purpose) and/or, (ii) cancel this Lease and terminate CITY's interest therein.

14. CITY shall in the event of the sale, assignment, or other transfer of OWNER's interest in LOT or in this Lease, or in the event of any proceeding brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by OWNER covering LOT, attorn to the transferee and recognize such transferee as OWNER under this Lease.
15. CITY shall at any time, upon not less than ten (10) days after the giving of written notice by OWNER, execute, acknowledge and deliver to OWNER or to such person designated by OWNER, a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, (ii) acknowledging that there are not, to CITY's knowledge, any uncured defaults on the part of OWNER hereunder, nor any offsets, counterclaims or defenses to the Lease on the part of CITY, or specifying such defaults if any are claimed, and (iii) certifying as to any other matters as may be reasonably requested by OWNER. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of LOT.
16. In the event any legal action is brought to enforce or interpret the provisions of this Lease, the prevailing party is entitled to recover all reasonable costs and expenses including reasonable attorneys' fees.
17. Each provision of this Lease or of any applicable governmental laws, ordinances, regulations, and other requirements with reference to the sending, mailing, or delivery of any notice or the making of any payment by OWNER to CITY or by CITY to OWNER shall be deemed to be complied with, when and if, the following steps are taken:
 - A. All payments required to be made by CITY to OWNER hereunder shall be payable to OWNER at Colonial Property 4, LLC, P.O. Box 928, Wausau, WI 54402, or such other addresses OWNER may specify from time to time by written notice delivered in accordance herewith.
 - B. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, certified or registered mail, addressed to the parties hereto at the respective addresses set out opposite their names as follows: CITY: City of Wausau, Attn: Director of Finance, Wausau City Hall, 407 Grant Street, Wausau, WI 54403; and for OWNER: Colonial Property 4, LLC, P.O. Box 928, Wausau, WI 54402, or at such other address as they have theretofore specified by written notice delivered in accordance herewith.
18. This Lease shall be governed by and be construed and interpreted in accordance with the laws of the State of Wisconsin.
19. This Agreement shall run with the land during this three-year (3-year) lease period and shall be binding upon OWNER, its successors in title, or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

CITY OF WAUSAU

By: Katie Rosenberg
Katie Rosenberg, Mayor

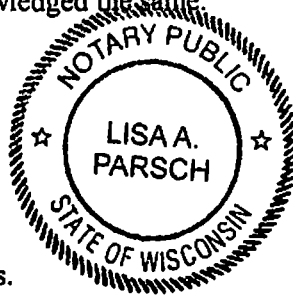
BY: Leslie M. Kremer
Leslie M. Kremer, Clerk

COLONIAL PROPERTY 4, LLC

By: Michael M. Priebe
Michael M. Priebe

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

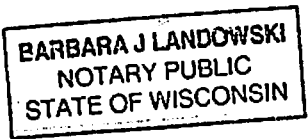
Personally came before me this 10th day of June, 2020, the above-named Katie Rosenberg, Mayor, and Leslie M. Kremer, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Lisa A. Parsch
Notary Public, Wisconsin
My commission: 7/25/2020

STATE OF WISCONSIN)
) ss.
COUNTY OF ~~MARATHON~~)

Vilas
Personally came before me this 2nd day of June, 2020, the above-named Michael M. Priebe of Colonial Property 4, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Barbara J. Landowski
Notary Public, Wisconsin
My commission: 6/29/2022

This instrument was drafted by Anne L. Jacobson
City Attorney for the City of Wausau, 407 Grant
Street, Wausau, WI 54403

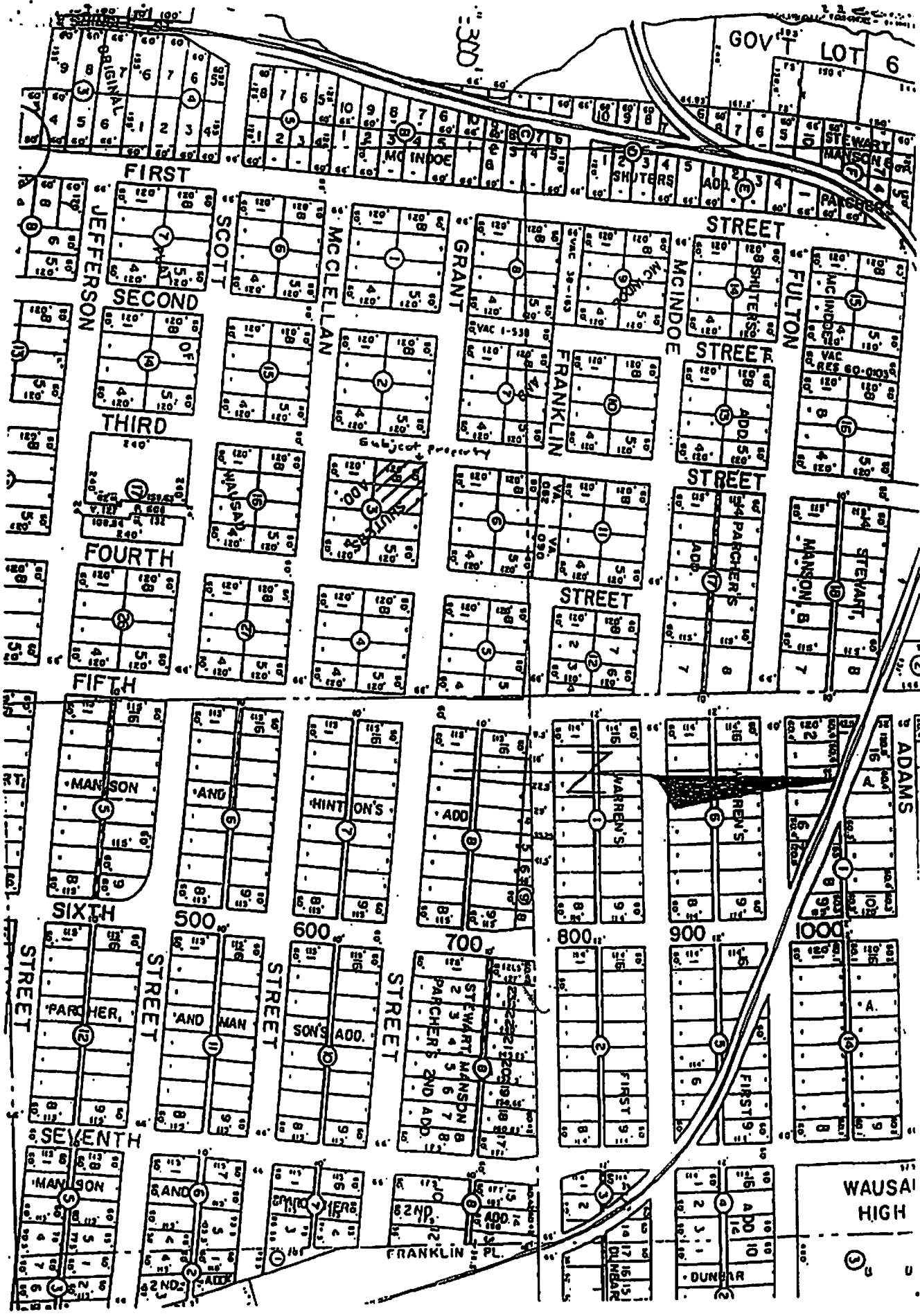


Exhibit A-1

LEGAL DESCRIPTION

PIN: 37.291.4.2907.253.0240

**Lots Seven (7) and Eight (8) in Block Three (3) of McIndoe and Shuter's Addition to Wausau,
Marathon County, Wisconsin.**

AGREEMENT FOR LEASE OF PARKING LOT—
THIRD AND GRANT STREETS

THIS AGREEMENT, made this _____ day of _____, 2023, between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as “CITY,” and Colonial Property 4, LLC, an Iowa limited liability company, hereinafter referred to as “OWNER”;

WITNESSETH:

WHEREAS, OWNER, is the owner of the parking lot on the southeast corner of Third and Grant Streets, in the City of Wausau, which parking lot is delineated on “Exhibit A” attached hereto and incorporated hereby reference, and shall hereinafter be referred to as “LOT”; and

WHEREAS, CITY wishes to lease LOT so as to provide parking to the public, allowing OWNER to utilize portions of LOT for private parking, and OWNER will permit the lease of LOT, all upon certain terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. Except as hereinafter agreed, CITY shall have the exclusive use of LOT for the provision of whatever parking arrangement CITY wishes, the current configuration providing for forty-four (44) parking stalls; that in return, CITY agrees to pay OWNER Two Thousand One Hundred Fifteen and no/100 Dollars (\$2,115.00) per month plus an amount of money equal to one twelfth (1/12) of the net real estate tax due for LOT, such payment to be made by CITY to owner on the first (1st) of the month.
2. This Lease shall be for a three-year (3-year) term, commencing on April 1, 2023, and terminating on March 31, 2026. OWNER shall have the following options with regard to parking:
 - A. Any time during the pendency of the lease term, OWNER may utilize for its own use, six (6) parking stalls; this option may be exercised upon ninety-day (90-day) notice, in writing, to CITY; lease payment from CITY to OWNER, in this event, would be One Thousand Eight Hundred Twenty-six and 59/100 Dollars (\$1,826.59) for the remaining thirty-eight (38) parking stalls.
 - B. Notwithstanding subparagraph A above, CITY shall continue to pay the entire tax bill for LOT and continue to plow entire LOT as provide for in paragraph 4; however, the cost of maintenance referred to in paragraph 4 shall be prorated between CITY and OWNER based on the percent utilized by each.
 - C. OWNER shall have adequate access to and from any privately utilized stalls and Grant Street.
 - D. In the event OWNER does utilize stalls for its own use, then in that event the term “LOT” as used in this Agreement shall refer only to those portions of the demised premises used by the public.
3. LOT shall be continuously used as a parking lot. No part of LOT shall be used for any purpose which constitutes a nuisance or which is illegal, offensive, termed hazardous by insurance companies, or which may

Recording Area

Name and Return Address

Office of the City Attorney
City Hall – 407 Grant Street
Wausau, WI 54403

(\$30 Charge to City of Wausau)

PIN: 37.291.4.2907.253.0240

make void or voidable any insurance on the LOT or which may increase the premiums therefore. CITY will keep LOT clean and attractive in appearance at all times.

4. CITY shall keep LOT, and every part thereof and any fixtures or equipment contained therein, in good condition and repair including all parking meters, the asphalt surface, and the grass. As used in paragraph 2, the term "repairs" shall include replacement and other improvements as are necessary to maintain the property in good order and condition. CITY shall plow snow in LOT when needed and shall avoid placing any snow adjacent to the building located at 615 North Third Street. City shall remove snow from sidewalks adjacent to LOT on Third Street and Grant Street and otherwise sweep and maintain sidewalks.

Notwithstanding anything to the contrary contained herein, CITY will keep, maintain, and preserve LOT in a first class condition. CITY will indemnify and hold harmless OWNER from and against all loss, claims, damages, costs, or expenses suffered by OWNER by reason of any repairs made by CITY.

5. CITY will not make or allow any alterations, additions, improvements, or utility installations upon LOT without first obtaining the written consent of OWNER. The term "utility installations," as used herein, shall include without limitation power panels, utility transformers, light fixtures, conduits, and wiring.
6. At the termination of this Lease, CITY shall remove all parking meters, pay stations, pipes, parking signage and any alterations and additions erected by CITY, and restore LOT to an unmetered condition including the repair of any damaged areas on the asphalt surface.
7. CITY shall not display, inscribe, print, maintain, or affix any signs, lettering, placards, or other advertising matter or material on LOT without the prior written consent of OWNER provided, however, that metering instructions and parking rules signage may be installed within the parking lot.
8. CITY shall not voluntarily or by operation of law assign, transfer, mortgage, lease, sublet, grant license or rights to a concessionaire or otherwise transfer or encumber all or any part of CITY's interest in this Lease or in LOT without OWNER's prior written consent. Any attempted assignment, transfer, mortgage, use, lease, occupancy, encumbrance, or subletting without such consent shall be void and shall constitute a default under this Lease.
9. Nothing in this Lease shall be construed so as to authorize or permit any insurer of OWNER or CITY to be subrogated to any right of OWNER or CITY against the other party arising under this Lease. OWNER and CITY each hereby release the other to the extent of any perils to be insured against by either of the parties under the terms of this Lease, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party or persons for whose acts or negligence the other party is responsible. All insurance policies to be provided under this Lease by either OWNER or CITY shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either OWNER or CITY from obtaining any such policy.
10. CITY hereby agrees that OWNER shall not be liable for injury to CITY's business or any loss of income or other consequential damages or for damage to the equipment or other property of CITY, CITY's employees, invitees, customers, sublessees, agents, occupants, contractors, public citizens, or any other person in or about LOT, nor shall OWNER be liable for injury to CITY's employees, agents, contractors, occupants, invitees, customers, sublessees, public citizens, or any other person in or about LOT.

CITY shall indemnify, defend and hold harmless OWNER from and against any and all claims arising from CITY's use of LOT, or from the conduct of CITY's business or from any activity, work or things done, permitted or suffered by CITY in or about LOT or elsewhere and shall further indemnify, defend and hold harmless OWNER from and against any and all claims arising from any breach or default in the performance of any obligation on CITY's part to be performed under the terms of this Lease, or arising from any negligence of CITY, or any of CITY's sublessees, agents, customers, invitees, contractors, occupants, or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against OWNER by reason of any such claim, CITY, upon notice from OWNER, shall defend the same at CITY's expense by counsel satisfactory to OWNER. CITY, as a material part of consideration to OWNER, hereby assumes all risk of damage to property or injury to persons, in, upon or about LOT arising from any cause, and CITY hereby waives all claims in respect thereof against OWNER; however, the provisions in this paragraph shall not apply to those cases in which OWNER is negligent.

11. OWNER shall obtain before the Commencement Date, and shall maintain through the expiration or termination of this Lease, a policy of commercial general liability insurance on LOT with limits of public liability not less than \$1,000,000 for death/or bodily injury, including personal injury, and property damage liability of not less than \$1,000,000 per occurrence. Such insurance shall not cover any leasehold improvements installed on LOT by or for the benefit of CITY at its expense, or CITY's parking meters or other equipment, or personal property located in LOT.
12. CITY will, at all times during the term of this Lease, and at its sole cost and expense, maintain the following insurance in full force and effect:
 - A. All-risk property insurance covering the full replacement value of all of CITY's leasehold improvements, equipment, parking kiosk and personal property within LOT.
 - B. Commercial general liability insurance naming OWNER, CITY, and any mortgagee designated by OWNER as the insured, to insure against injury to property, person or loss of life arising out of the ownership, use, occupancy, or maintenance of LOT with limits of public liability not less than \$1,000,000 per occurrence. For each year in which this Lease is in effect, CITY shall provide to OWNER and any party designated by OWNER a copy of the insurance policy endorsement or wording showing that OWNER and such other parties have been added as additional named insureds. The policy described in this subsection B shall apply on a primary basis to OWNER even if OWNER has other liability insurance coverage. The policy shall contain a supplemental endorsement covering contractual liability voluntarily assumed by the insured under this Lease.
13. The rights of CITY under this Lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against LOT and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof; provided, however, that CITY's rights under this Lease and possession of LOT shall not be disturbed so long as CITY is not in default hereunder. This paragraph is self-operative and no further instrument of subordination shall be required. In confirmation of such subordination CITY shall promptly execute such further instruments as may be requested by OWNER, including an instrument subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by OWNER and/or any mortgagees or proposed mortgages. CITY at the option of any mortgages agrees to attorn to such mortgagee in the event of a foreclosure sale or deed in lieu thereof. Failure of CITY to execute any of the above instruments within ten (10) days upon written request to do so by OWNER, shall constitute a breach of this Lease and OWNER will be entitled to, at its option; (i) execute, acknowledge, and deliver any such instrument on behalf of CITY as CITY's attorney-in-fact (CITY hereby constituting and irrevocably

appointing OWNER as CITY's attorney-in-fact for such purpose) and/or, (ii) cancel this Lease and terminate CITY's interest therein.

14. CITY shall in the event of the sale, assignment, or other transfer of OWNER's interest in LOT or in this Lease, or in the event of any proceeding brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by OWNER covering LOT, attorn to the transferee and recognize such transferee as OWNER under this Lease.
15. CITY shall at any time, upon not less than ten (10) days after the giving of written notice by OWNER, execute, acknowledge and deliver to OWNER or to such person designated by OWNER, a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, (ii) acknowledging that there are not, to CITY's knowledge, any uncured defaults on the part of OWNER hereunder, nor any offsets, counterclaims or defenses to the Lease on the part of CITY, or specifying such defaults if any are claimed, and (iii) certifying as to any other matters as may be reasonably requested by OWNER. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of LOT.
16. In the event any legal action is brought to enforce or interpret the provisions of this Lease, the prevailing party is entitled to recover all reasonable costs and expenses including reasonable attorneys' fees.
17. Each provision of this Lease or of any applicable governmental laws, ordinances, regulations, and other requirements with reference to the sending, mailing, or delivery of any notice or the making of any payment by OWNER to CITY or by CITY to OWNER shall be deemed to be complied with, when and if, the following steps are taken:
 - A. All payments required to be made by CITY to OWNER hereunder shall be payable to OWNER at Colonial Property 4, LLC, 210 Ranch Dr., P.O. Box 1148, Dillon, MT 59725, or such other addresses OWNER may specify from time to time by written notice delivered in accordance herewith.
 - B. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, certified or registered mail, addressed to the parties hereto at the respective addresses set out opposite their names as follows: CITY: City of Wausau, Attn: Director of Finance, Wausau City Hall, 407 Grant Street, Wausau, WI 54403; and for OWNER: Colonial Property 4, LLC, 210 Ranch Dr., P.O. Box 1148, Dillon, MT 59725, or at such other address as they have theretofore specified by written notice delivered in accordance herewith.
18. This Lease shall be governed by and be construed and interpreted in accordance with the laws of the State of Wisconsin.
19. This Agreement shall run with the land during this three-year (3-year) lease period and shall be binding upon OWNER, its successors in title, or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

CITY OF WAUSAU

By: _____
Katie Rosenberg, Mayor

BY: _____
Kaitlyn A. Bernarde, Clerk

COLONIAL PROPERTY 4, LLC

By: _____
Michael M. Priebe

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2023, the above-named Katie Rosenberg, Mayor, and Kaitlyn A. Bernarde, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2023, the above-named Michael M. Priebe of Colonial Property 4, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

This instrument was drafted by Anne L. Jacobson
City Attorney for the City of Wausau, 407 Grant
Street, Wausau, WI 54403

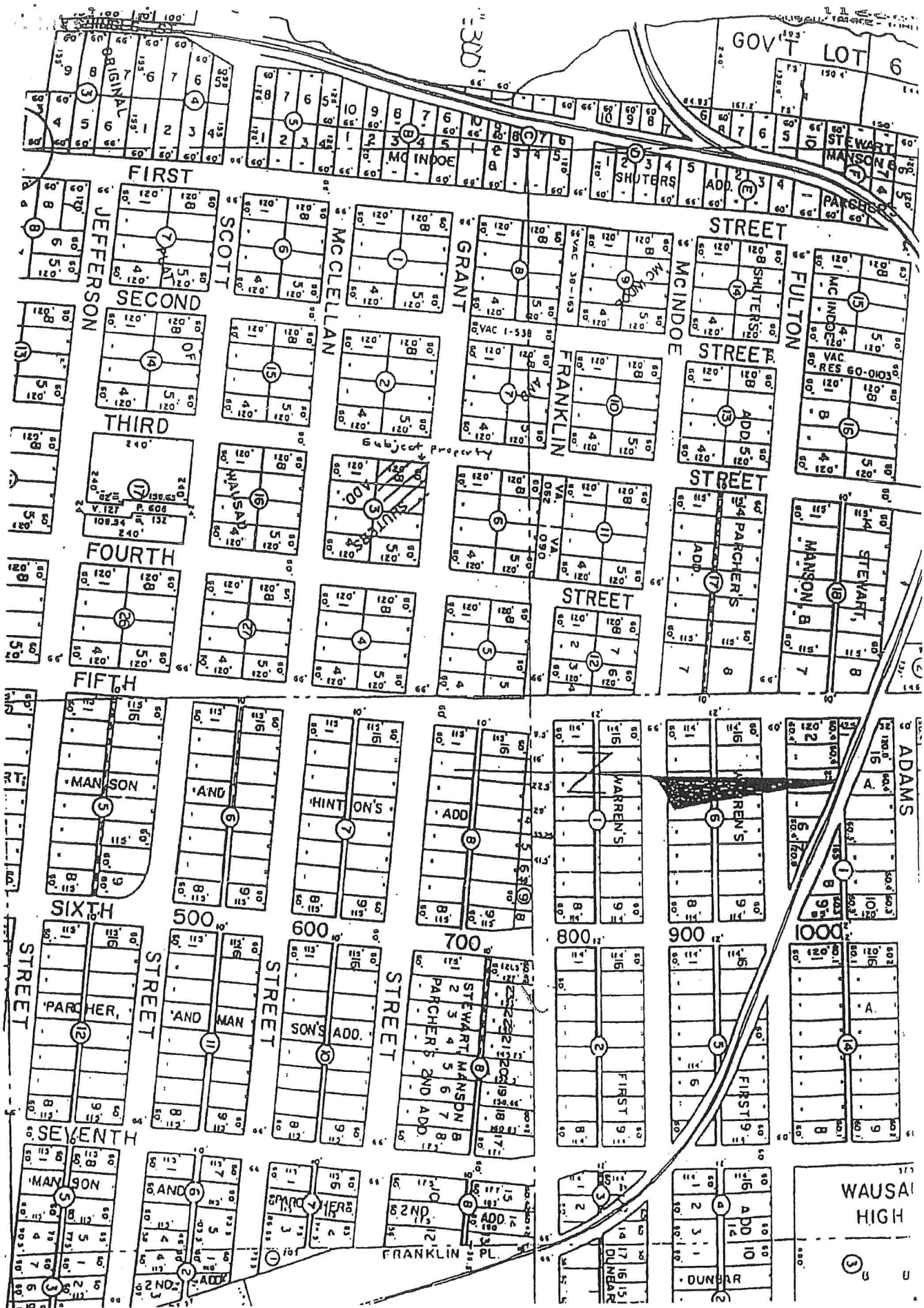


Exhibit A-1

LEGAL DESCRIPTION

PIN: 37.291.4.2907.253.0240

Lots Seven (7) and Eight (8) in Block Three (3) of McIndoe and Shuter's Addition to Wausau,
Marathon County, Wisconsin.

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

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

Proceeding with City Owned Hangar #3 Door Replacement Project as Sponsor Only Funded Project Administered by Wisconsin Bureau of Aeronautics with 90% of Project Costs to be Reimbursed with Bipartisan Infrastructure Law (BIL) Funding in 2023, Contingent on Assurance from BOA Prior to Bid Advertising that BIL reimbursement will occur: estimated project cost of \$450,000.00.

Committee Action: Airport: Approved 4-0
 Fin: Approved 5-0

Fiscal Impact: \$450,000

File Number: 23-0316

Date Introduced: March 28, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: Capital Budget</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$450,000</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: \$405,000</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 owns and operates an airport within the corporate limits of the City of Wausau (“City”) known as the Wausau Downtown Airport (“Airport”); and

WHEREAS, the overhead door to Hangar #3 experienced a catastrophic failure in the summer of 2021; and

WHEREAS, short-term, temporary repairs were made to the Hangar #3 door at that time which have required restricting its normal functioning in terms of height of opening permitted and limited operation to those circumstances where winds are less than 20 knots; and

WHEREAS, such short-term, temporary repairs were only expected to last 6 months and 18 months have now passed since such repairs; and

WHEREAS, a fully functional, operating overhead door is critical to the use of Hangar #3 by its tenants as Hangar #3 houses the largest aircraft which are based out of the Airport; and

WHEREAS, the Airport was pursuing funding from the Wisconsin Bureau of Aeronautics (“BOA”) for Hangar #3 door replacement at the time of its failure but such funding has experienced approval delays beyond the control of the City; and

WHEREAS, the City continues to pursue funding for door replacement with the BOA; and

WHEREAS, the BOA has indicated that, if the project were undertaken and paid for by the City, 90% of the funds expended could likely be reimbursed to the City by the BOA with Bipartisan Infrastructure Law (“BIL”) Funding in 2023; and

WHEREAS, the estimated cost of the replacement of overhead Hangar #3 Door is \$450,000.00; and

WHEREAS, the City would require assurance from BOA prior to bid advertising that BIL reimbursement would occur; and

WHEREAS, your Airport Committee, at its March 8, 2023, meeting and the Finance Committee at its March 14, 2023, meeting, recommend proceeding with the City owned Hangar #3 Door replacement project as a sponsor only funded project administered by BOA with 90% of project costs to be reimbursed with BIL funding in 2023, contingent on assurance from BOA prior to bid advertising that BIL reimbursement will occur.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau, that the City and the Airport Manager are authorized and directed proceed with the City owned Hangar #3 Door replacement project as a sponsor only funded project administered by BOA with 90% of project costs to be reimbursed with BIL funding in 2023, contingent on assurance from BOA prior to bid advertising that BIL reimbursement will occur with an estimated project cost of \$450,000.00.

Approved:

Katie Rosenberg, Mayor

AIRPORT COMMITTEE

Date and Time: Wednesday, March 8, 2023 @ 5:30 pm, Wausau Downtown Airport

Members Present: Lisa Rasmussen (C), Lou Larson, Dennis Seitz, Pat Peckham

Members Excused: Carol Lukens, Fred Prehn, Doug Diny

Others Present: John Chmiel, Karl Kemper, Valerie Swanborg

Updates Regarding Airport Terminal Renovation, Boiler Replacement & Hangar 3 Door Replacement Project - Kemper Becher Hoppe

John Chmiel commented funding and project facilitation through the BOA is not as efficient as it used to be. He stated they had wanted to get the boiler replaced for heat, but the terminal has had to be heated electronically all winter. The other thing they had wanted was to replace hangar door #3 last year. He indicated through meetings with the BOA regarding these urgent issues they were told both projects are reimbursable. He questioned if they'd agree consider to funding those projects initially. He pointed out the BOA has indicated their funding for both projects will likely be available before they are completed. Chmiel stated after discussion with Finance Director Maryanne Groat, he sent an email to the BOA that the city would agree to pay for the \$25,000 boiler project. He noted money has been set aside already for capital projects at the airport that can be used.

Chmiel stated the hangar door is a bigger expense at \$450,000 and will have to go through the process of approval by the Airport Committee, Finance Committee, and the Common Council that we agree to fund the project to be reimbursed by BIL funding through the BOA.

Karl Kemper stated it was their goal to go out for bids on the terminal renovations this fall because the best time to do the work is during the winter slow season. Part of that project will fall under the same BIL funding source, where it must be sponsor funding upfront and reimbursed with BIL. The remainder of the project is eligible for AIP funding where you don't have to provide sponsor only funding upfront because any spaces that are designated for FBO use are considered a revenue generating project through AIP. If you perform a revenue generating project through AIP you can't accept a certain type of AIP funding for three years, so if we use BIL funding instead for the improvements of the FBO spaces those revenue generating strings are not attached. He stated the terminal improvements will therefore be broken up into two different funding sources between BIL and AIP.

Pat Peckham asked for an explanation of the FAA presence at the airport. Chmiel stated there are not any FAA personnel at the airport, but they do have equipment in an office in the terminal building they rent from the city. The office contains radio equipment that is a signal for pilots to tap into to talk to the air traffic controllers in Minneapolis that control this area. It also has the frequency for flight service which is a part of the FAA that advises pilots regarding weather, notices to air missions, opening and closing flight plans. That space is designated for that radio equipment. He noted periodically FAA people will come in to do maintenance and/or check on their equipment. The FAA also maintain some of the lighting systems on the airport.

Discussion and Possible Action Regarding Proceeding with City Owned Hangar #3 Door Replacement Project as Sponsor Only Funded Project Administered by Wisconsin Bureau of Aeronautics with 90% of Project Costs Anticipated to be Reimbursed with Bipartisan Infrastructure Law (BIL) Funding in 2023. Estimated Project Cost is \$450,000

Pat Peckham requested they ask for written confirmation or assurance of reimbursement. Chmiel indicated he would pursue that confirmation for the Finance Committee.

John Chmiel indicated they would like to go with a hydraulic door because it is cheaper, goes up and down faster, has less moving parts, no cables, and provides for more room in the hangar by having the hydraulic system in a hidden pocket along each side of the door.

Motion by Peckham, second by Larson to approve. Motion carried 4-0.

FINANCE COMMITTEE

Date and Time: Tuesday, March 14, 2023 @ 5:15 pm., Council Chambers

Members Present: Lisa Rasmussen, Michael Martens, Carol Lukens, Sarah Watson, and Doug Diny (*arrived late*)

Others Present: Maryanne Groat, Anne Jacobson, Katie Rosenberg, Eric Lindman, Ben Bliven, Jeremy Kopp, Solomon King, Megan Newman, Tammy Stratz, Mary Goede

Discussion and possible action on Proceeding with City Owned Hangar #3 Door Replacement Project as Sponsor Only Funded Project Administered by Wisconsin Bureau of Aeronautics with 90% of Project Costs Anticipated to be Reimbursed with Bipartisan Infrastructure Law (BIL) Funding in 2023. Estimated Project Cost is \$450,000

Lisa Rasmussen explained this was forwarded from the Airport Committee because Hangar #3 is in urgent need of door replacement and written confirmation has been provided to the engineering firm that funding will be available to reimburse city-provided funds.

Motion by Diny, second by Lukens to approve Hangar ## door replacement at the airport. Motion carried 5-0.

Karl R. Kemper

From: Graczykowski, Mark - DOT <Mark.Graczykowski@dot.wi.gov>
Sent: Monday, March 13, 2023 7:58 PM
To: Karl R. Kemper; taildraggerflyer@yahoo.com
Cc: Minarcik, Daniel J - DOT; MaryAnne Groat
Subject: RE: AUW Hangar Door - Preparing to Bid

Karl,

This is the same process for all BIL projects (currently) that AUW followed for the boiler. The only issue I see with funding the hangar door is that the ADO disagrees that it is eligible. I don't see that happening, but since AUW falls under the block grant, but we are using BIL and those grants are received directly from the ADO, it does provide one extra level of scrutiny. Perhaps it would be in our best interest to submit the project to the ADO for Christina's concurrence which will make the BIL grant application smoother sailing. I'm not trying to cast any doubt on this, but just being realistic and knowing the ADO will scrutinize a hangar door replacement more than a taxiway reconstruction. I'll start the discussion with Christina tomorrow morning and see what she might want to see.

As for timing, the summer BIL block grant will be submitted in early July and I'd guess being mixed in the normal grant cycle timing we won't see that grant until September at which time we can reimburse the sponsor only and apply the BIL funds to the project.

We still have not received our first BIL block grant, and hopefully we'll be submitting for our 2nd in April (which includes the boiler). I wish everything was faster.

Mark

From: Karl R. Kemper <kkemper@becherhoppe.com>
Sent: Thursday, March 09, 2023 11:05 AM
To: taildraggerflyer@yahoo.com; Graczykowski, Mark - DOT <Mark.Graczykowski@dot.wi.gov>
Cc: Minarcik, Daniel J - DOT <daniel.minarcik@dot.wi.gov>; MaryAnne Groat <mgroat@ci.wausau.wi.us>
Subject: FW: AUW Hangar Door - Preparing to Bid

**CAUTION: This email originated from outside the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

John,

Below is the email from Mark indicating that BIL funding will be used to reimburse the City for the hangar door replacement project if it is administered through the BOA as Sponsor Only funded project initially. It's my understanding that after the project has been awarded, the BOA will apply for the BIL grant. After the BIL grant arrives from the FAA, 90% of the project costs will be reimbursed to the City.

Mark, will you please confirm that what I've stated is correct? The Airport Committee approved the project based on this process last night. Next it goes to Finance Committee, then City Council for approval. The City would like assurance that BIL reimbursement will occur if the above process is followed. One other question: Do you have an estimate of how long it will take for the BIL grant to arrive after the application is submitted?

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

Amending Section 10.20.080(a) designating no parking on south side of Sherman Street between S. 3rd Avenue and S. 4th Avenue

Committee Action: Approved 4-1

Ordinance Number:

Fiscal Impact: Minimal cost to install signs

File Number: 23-0313

Date Introduced: March 28, 2023

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

Add ()

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

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

...

Sherman Street

- South side of the street between S. 3rd Avenue and S. 4th Avenue

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

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

Adopted:

Approved:

Published:

Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn A. Bernarde, City Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: March 9, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Jill Kurtzhals, Tom Kilian, Dustin Kraege, Lori Wunsch

Discussion and possible action on parking restrictions on Sherman Street between 3rd Avenue and 4th Avenue

Joan Baptist, owner of Floral Magic at 840 South 3rd Avenue, explained there is a parking issue with the neighbor across the road. He constantly has cars parked from the stop sign past his driveway. This makes it very difficult for them to get in and out of their back driveway. They have to take time pulling out to avoid parked vehicles while cars come around the corner fast. It is creating a hazard for everyone. If vehicles were not parked there, they could quickly back out and get out of the way of oncoming traffic.

At this time Diny entered the meeting.

Tom Kilian, Alder for District 3, received a citizen complaint about this parking matter a little over a year ago. The complaint was about visibility and safety, specifically it related to exiting the alley and the inability of drivers to see what was around the corner. It was his understanding that part of the challenge was due to parking signs not being complied with. This was brought up by others on multiple occasions at neighborhood meetings. Officer Carr agreed with the idea of bringing this to committee. It seems enforcement has been incapable of addressing the visibility and safety issues. He supports the appropriate measure to make sure there is improved visibility and safety.

Larson is disappointed by the way this is represented in the packet. Yesterday morning he received an email from Alder Kilian stating that this has been a problem since January 2022. The picture in the packet is from September of 2019 and it shows a vehicle in violation. It is clear this is an ongoing problem. He doesn't know why the email was not included in the packet. Law enforcement has had frustration with this. He is wondering why there are no police reports, citations, or testimonials from the Police Department in the packet. One can go by this corner at any given time and 99% of the time you will see a violation. Larson spoke with Chief Bliven and he would be in support of any change. From the packet Larson got the feeling of why bother as there are minimum conflicts. Why do we need minimum conflicts when we can have zero conflicts. The staff report indicated it would move parking from the south side of the street to the north side. There has been no parking on the north side of the street for as long as he can remember. Larson uses this corner on a regular basis. It is a busy corner. As of late, there is a snowmobile trailer on the street that is not hooked up to a vehicle. It is a black trailer and blends in with the street. He received a phone call yesterday saying someone almost hit the trailer. He has witnessed city buses coming around the corner and with ongoing traffic it is a real challenge. He feels city streets should not be used as private driveways. He has witnessed vehicles parked on the street for weeks at a time without moving. There are concerns about not obeying the parking signs. Many times vehicles have been parked 1' to 2' past the sign.

Rasmussen said when there is a conflict with buses usually there is also a conflict with snowplows and garbage trucks. She asked if the motorhome in the picture is sitting in the person's driveway. Larson indicated the photo is old and the motorhome is long gone. There is now a camper there. Rasmussen noted the camper is taking up space where the cars should be. If the driveway is being used for other things it is a choice. If there are visibility problems for the neighbors and there is trouble with access across the street, it would make sense to restrict parking east of the alley. Larson recommends no parking from 3rd to 4th Avenue. Rasmussen noted if parking restrictions are added, the Police Department will have to be vigilant.

Wesolowski stated parking on the north side is only restricted 65' back from the intersection. If the north side is posted no parking, it is not in ordinance. Discussion followed.

Henke asked if there was parking on both sides of 3rd Avenue. Rasmussen asked if we have heard from DPW or Metro Ride on their experiences. Larson has not; he's just going by what he has witnessed. Wesolowski said the

signs are for no parking 65' back. When he personally drove it, the intersection was wide open and not a safety issue. Vehicles do seem to be parked right up to the no parking sign, but it still gives you 65' back from the intersection. It is not a safety issue with 3rd Avenue. The alley is low volume. There are hundreds of alleys in the city, and this could be any issue at any of them. He is concerned this would just push parking somewhere else. The complaint he read was concerning visibility coming out of the alley. That argument could be used at any alley where someone is parked. He did not see it as a safety concern because of the low volume from the alley. If parking restrictions are placed, it could open up a situation where anyone who wants no parking could come forward. This situation is extraordinary because it is a reoccurring problem and there are always cars there.

Kurtzhals stated PD is aware of this issue and it has been an ongoing issue for some time. The Parking Specialist is aware of it and goes by frequently and cites vehicles.

Kilian said Wesolowski brought up an interesting point of global issues in the city. We could quantify and tabulate the frequency of complaints and use as a barometer in addition to the frequency of citations. A tabulation would be a good barometer of problem areas, so it is not used arbitrarily. In this case, it would probably hit the threshold had one existed. Larson asked if this should be tabled until we get reports and data from the Police Department and speak with bus drivers. Diny agrees and added that a trailer and a camper were there, and a RV is in the picture. He believes that is in violation of city ordinance. The large vehicles are potential restrictions to be able to see when coming out of the alley. His concern is making a change to parking when it is a specific case of other causes. He would be in favor of postponing to get more information.

Gisselman asked if the house on Sherman Street was a rental. The garage on the alley side seems to be for the house on 3rd Avenue. He believes the case has been made that something needs to be done regarding the parking. The house on 3rd Avenue has a lot of cars that have to share the driveway on the alley side. This is a problem all over the city with rentals that need more parking. While he is not against delaying, it is obvious it needs to be corrected.

Rasmussen believes that if the plow driver, Metro Ride, or the garbage pickup crew were asked, any time there are less vehicles in their path their life is easier. If we have the mindset we want to address the situation as it is a habitual problem, she feels action could be taken.

Rasmussen moved to restrict parking on the south side of Sherman Street from 3rd Avenue to 4th Avenue. Seconded by Gisselman.

Gisselman questioned going back to 4th Avenue instead of just to the alley. Rasmussen indicated the cars could move to the other side of the alley and inconvenience other neighbors. She believes it makes sense to do the entire block.

There being a motion and a second, motion to restrict parking on the south side of Sherman Street from 3rd Avenue to 4th Avenue carried 4-1 with Diny the dissenting vote.

AGENDA ITEM

Discussion and possible action on parking restrictions on Sherman Street between 3rd Avenue and 4th Avenue

BACKGROUND

The Wausau PD and Engineering received a request for possible parking restrictions on the south side of Sherman Street between 3rd Avenue and 4th Avenue. The request was to limit parking on the south side of Sherman Street from the alley to 3rd Avenue. The current parking restriction limits parking on the south side of Sherman Street 65' west of the intersection of 3rd Ave. See the attached picture for the current signs.

FISCAL IMPACT

Minimal, move signs if necessary.

STAFF RECOMMENDATION

Engineering has reviewed the existing 'No Parking' regulations and signs and make the recommendation to keep the current regulations in place. The current restrictions keep the parked cars back from 3rd Avenue for sight line concerns and turning movement concerns. The alley is a very low volume, low speed intersection with minimal conflicts. This same concern for sight line with parked cars occurs on every street where an alley intersects a street. Further restrictions on parking on this side of the street will likely push the parked cars to the north side of the street or further west. This would create concerns/complaints from adjacent property owners.

Staff contact: Allen Wesolowski 715-261-6762

Google Maps 306 Sherman St

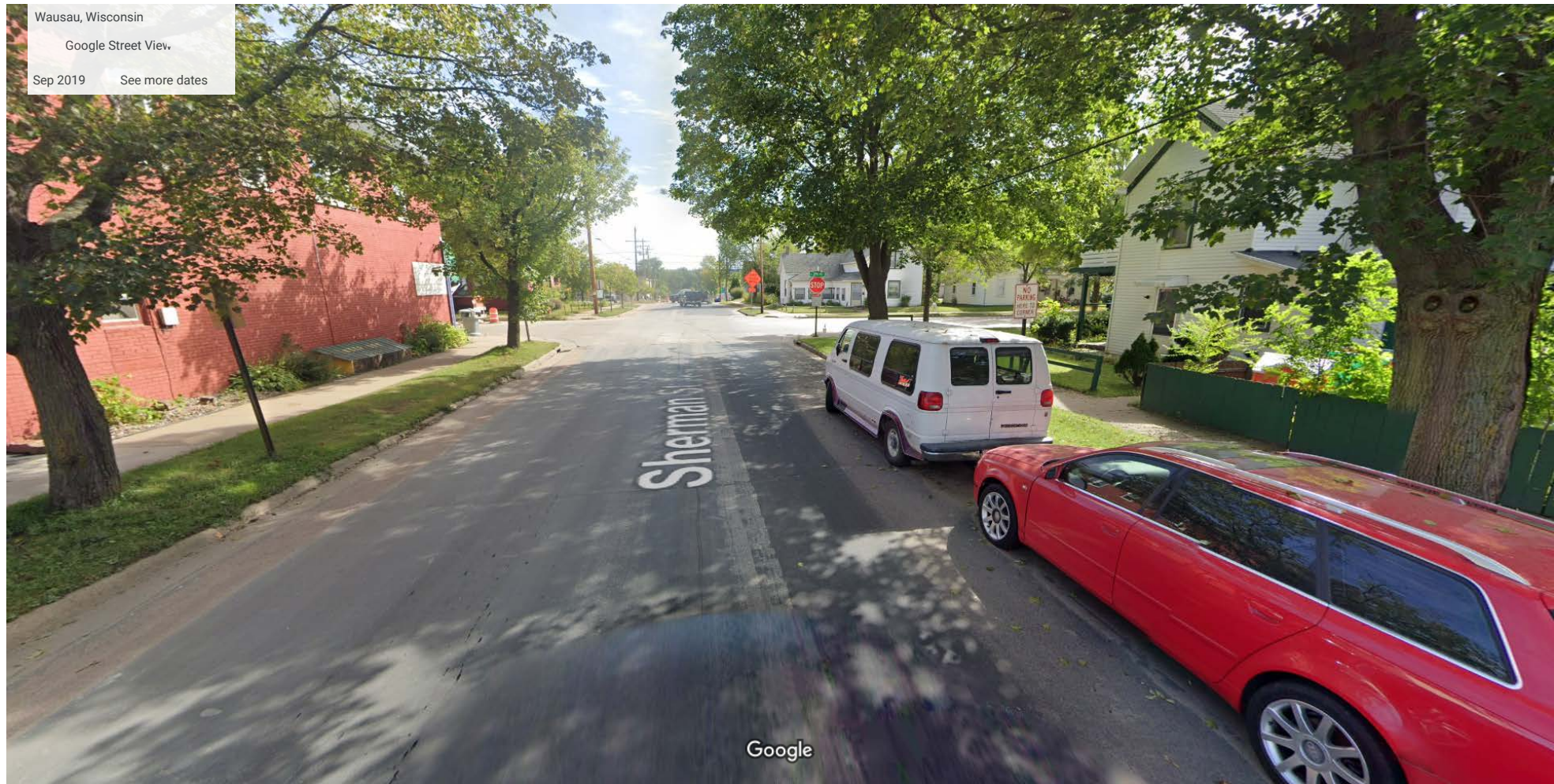
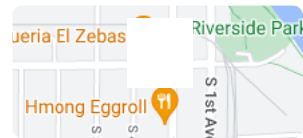


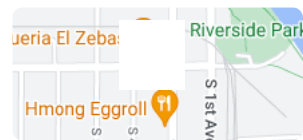
Image capture: Sep 2019 © 2023 Google



Google Maps 306 Sherman St



Image capture: Sep 2019 © 2023 Google



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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Modification of the 2022 Budget – Transit Fuel System Upgrade

Committee Action: Approved 5-0

Fiscal Impact (2022): \$17,997

File Number: 21-1109

Date Introduced: March 28, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: Transit Reserves</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$17,997</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, MetroRide secured price quotes to complete the work required to meet the new above ground fuel storage containment requirements beginning January 1, 2022; and

WHEREAS, as work progressed additional piping, area light and fuel dispenser were added to the project at an additional cost; and

WHEREAS, Council approved a budget modification on 7/12/2022 to fund the project changes in the amount of \$31,628.34 bringing the total funding to \$52,828.59; and

WHEREAS, the work has been satisfactorily completed by the contractor; and

WHEREAS, the contractor submitted invoices to the city in October 2022 for \$74,974.87 which highlighted a discrepancy in the project cost; and

WHEREAS, the contractor has adequately documented the project costs and provided a credit of \$4,150; and

WHEREAS, the City Attorney has reviewed the documentation along with the process and recommends a payment of \$70,824.87; and

WHEREAS, the Finance Committee has reviewed the requests and recommends a budget modification to pay the obligation;

Increase Expenses	164-11650	Transit Machinery and Equipment	\$17,997
Increase Revenues	164-33411	Transit Reserves	\$17,997

BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to modify the 2022 budget as presented and to publish the budget modification on the City's website as required.

Approved:

Katie Rosenberg Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, February 28, 2023 @ 5:30 pm., Council Chambers

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

Others Present: Maryanne Groat, Anne Jacobson, Katie Rosenberg, Eric Lindman, Ben Bliven, Jeremy Kopp, Megan Neuman, Allen Wesolowski, Dustin Kraege, Kaitlyn Bernarde

Discussion and possible action regarding budget modification for fuel tank upgrade for Metro Ride

Rasmussen explained the project was previously approved to do some replacement and subsequently they found there were proprietary pipes and fittings, pandemic parts delays and all sorts of issues. The project ended up being more expensive than what was originally estimated.

Maryanne Groat indicated she received an email from Greg Seubert just before his retirement with a project update. There is a shortfall on the project; there were two invoices dated October 2022 that remain unpaid. It was her understanding the project is complete except for a couple small changes. She stated the funding would come from Transit reserves.

Doug Diny was concerned about how this happened when back in June the process was sole sourced to Northwest Petroleum. He questioned if there should have been an RFP spelling out exactly what was to be done or if there was a miscommunication or vendor not coming through. Do we cancel the old PO and issue a new one or put in a change order? He had other questions and indicated he did not feel he had enough information to approve this.

Discussion continued. <https://www.youtube.com/watch?v=iVBL0Z8b5Ds>

Diny requested postponing acting until they had some answers. The consensus was to wait to act until the March 14th meeting.

FINANCE COMMITTEE

Date and Time: Tuesday, March 14, 2023 @ 5:15 pm., Council Chambers

Members Present: Lisa Rasmussen, Michael Martens, Carol Lukens, Sarah Watson, and Doug Diny (*arrived late*)

Others Present: Maryanne Groat, Anne Jacobson, Katie Rosenberg, Eric Lindman, Ben Bliven, Jeremy Kopp, Solomon King, Megan Newman, Tammy Stratz, Mary Goede

Discussion and possible action regarding budget modification for fuel tank upgrade for Metro Ride

Lisa Rasmussen indicated this item was held over from the last meeting seeking more information, which is in the packet. It does appear there was a volume of communication about the contract and pricing as well as invoices. The former Transit Director inquired about the difference between the two invoices but did not receive a reply prior to his retirement; however, as he was leaving, he learned the two invoices are to be added together rather than one replacing the other. The recommendation in the packet is to fund the difference and pay the vendor because the work has been performed.

Motion by Martens, second by Lukens to approve the budget modification. Motion carried 5-0.

Request for Budget Modification

Fuel Tank Upgrade for Metro Ride

Impetus for the Project

New Above Ground Fuel Storage Tank Secondary Containment Requirement

DATCP will be enforcing the following secondary containment requirements of Wisconsin Administrative Code ATCP 93 beginning January 1, 2022:

- ATCP 93.500(5)(d) - All existing pipe connections at the top of the tank and beneath all freestanding pumps and dispensers that routinely contain product shall be placed within secondary containment sumps by January 1, 2021. *(note: this deadline was extended to January 1, 2022)*
- ATCP 93.500(5)(f)(1) - Secondary containment sumps provided under this subsection shall have non-discriminating electronic sensors to detect liquids located in the lowest collection point of the sump, unless approved otherwise by the department.

Sites that are not in compliance with the requirements after January 1, 2022, will receive an administrative order to bring the site into compliance within 15 days as per ATCP 93.115(3)(c). Sites that do not comply within the allotted 15 days will be red-tagged and subject to any applicable reinspection fees.

Project Status

Price quotes were received from three vendors in October 2021. Northwest Petroleum submitted the lowest price, in large part because they proposed the use of existing underground piping rather than replacing it. They also agreed to complete the project before the end of the year. The Finance Committee and Common Council approved funds for the project in the amount of the Northwest Petroleum price quote.

Vendor	Price
U.S. Petroleum	\$31,155.00
Walt's Petroleum	\$40,665.32
Northwest Petroleum	\$21,200.25

Northwest Petroleum could not proceed with construction before the end of the year because materials were on backorder. They sought and received an extension from the state to allow continued operation of our fueling facility. Once materials were available, work was scheduled to begin during the week of March 21st (spring break week when our fuel demand would be lower).

When Northwest Petroleum broke ground near the fuel storage tank, they discovered proprietary pipe couplings from a vendor that is no longer in business. They stopped work and informed us that those couplings are no longer available. As a result, the underground piping between the fuel tank and dispenser could not be used as originally proposed. We requested that they seek another extension from the state so we could complete the project in June when school is no longer in session.

Northwest Petroleum provided an updated price quote of \$44,244.27, which includes pipe replacement and associated construction costs. They also quoted the replacement of the fuel dispenser and overhead light (which we should have requested originally) for an additional \$8,584.

To determine reasonableness of the new price, I applied an inflation factor of 8.5% to the original price quotes from the other two vendors and added Northwest Petroleum's cost to date estimate of \$4,700. Costs to date would be paid even if the project were rebid.

Vendor	Original Bid	Updated Price	Cost to Date	+ Inflation @ 8.5%	+ Northwest Cost to Date
U.S. Petroleum	\$31,155.00	NA	NA	\$33,803.18	\$38,503.18
Walt's Petroleum	\$40,665.32	NA	NA	\$44,121.87	\$48,821.87
Northwest Petroleum	\$21,200.25	\$ 44,244.27	\$4,700.00		

Northwest Petroleum's price is not the lowest, but it seems reasonable. They have all parts and materials for our project on hand, and they are ready to proceed.

The current compliance enforcement extension issued by the State expires on September 1 and additional extensions will only be granted if parts are not available. Rebidding the project would delay completion and risk a shutdown of our fueling facility. Additionally, market conditions may drive prices higher than the current Northwest Petroleum bid.

Request for Budget Modification

I would like to accept the price quote submitted by Northwest Petroleum and proceed with the project. Please consider this a request for budget modification in the amount of \$31,628.34 which includes \$23,044.15 for pipe replacement and associated construction costs; and \$8,584.19 for replacement of the fuel dispenser and overhead light.

Prepared by:
Greg Seubert
Transit Director
6/23/2022

Fuel Tank Upgrade for Metro Ride Project Budget Update

After waiting months for equipment on back order and for the resolution of fuel dispenser issues, the project is now complete. However, before we can pay pending invoices, we need to resolve a misunderstanding regarding project cost estimates and total project cost.

After construction was initiated, the project scope changed due to unforeseen circumstances (see Request for Budget Modification attached). I requested a revised cost estimate which was subsequently approved by council. Total cost on the PO was adjusted accordingly.

When the project was substantially complete, Northwest sent two invoices – one for the original bid amount and one for the revised bid amount. I contacted them on the same day to point out the error.

We met with the project manager several weeks ago and he said his intent was that the second cost estimate be added to the first to represent total project cost. My understanding was that the second cost estimate represented total project cost, not the difference. He agreed to take another look at the project and see if he could shave some cost. He has now offered a credit of \$4,150. A revised project budget summary is below.

I was very surprised when the second estimate from Midwest came in as high as it did. I never imagined that their intent was to add it to the first estimate. I don't recall that scenario ever being discussed. At this point, pending invoices exceed authorized project budget by \$17,996.41.

Project Budget Summary

Initial Price Quote	\$21,200.12	
Updated Price Quote	<u>\$52,828.46</u>	
Budget Modification Approved by Council	\$31,628.34	
Outstanding PO		\$52,828.46
Pending Invoice #86976	\$21,183.06	
Pending Invoice #86977	<u>\$53,791.81</u>	
Subtotal	\$74,974.87	
Less Northwest Petroleum Credit	<u>\$4,150.00</u>	
Total Due		<u>\$70,824.87</u>
Budget Shortfall		\$17,996.41

Prepared by:
Greg Seubert
Transit Director
1/15/2023

From: Shannon Geurink <sgeurink@NPSWausau.com>

Sent: Wednesday, January 4, 2023 11:28 AM

To: Greg Seubert <Greg.Seubert@ci.wausau.wi.us>

Subject: [EXTERNAL] RE: Metro Ride / 02-50104S City of Wausau / Northwest Petroleum > > Inv 86976 & 86977 & 122783 >> Payment Status??

Greg,

Hope the new year is starting off well for you.

I went through the contracts and all billings. I will give Metro Ride a \$4,150.00 credit toward these projects.

If you have any questions, please let me know.

Thank You,

Shannon Geurink

Shannon Geurink

Sales/Construction Manager

Northwest Petroleum Service, Inc.

4080 N. 20th Ave.

Wausau, WI 54401

Phone: 715.675.2084

Fax: 715.675.5507

Mobile: 715.574.4716

Email: sgeurink@NPSWausau.com

Web: www.NPSWausau.com

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Confidentiality Notice: This message is intended for the recipient only. If you have received this e-mail in error please disregard.



Northwest Petroleum Service, Inc.

4080 N. 20th Avenue
Wausau, WI 54401
Phone: 715-675-2084
Fax: 715-675-5507
E-mail: mail@NPSwausau.com
Web: www.NPSwausau.com

Invoice Number: 86976
Project Number: 71145
Monday, 17 October, 2022

PO Number: 33838

Invoice

To: City of Wausau
407 Grant Street
Wausau, WI 54403-4783

Ship To: Metro Ride
420 Plumer Street
Wausau, WI 54401

Project to install transition sump with a sensor and replace galvanized pipe with black pipe, per State

Installation

	<u>Qty</u>	<u>Amount</u>
Installation	1.00	\$10,094.00
Miscellaneous Material	1.00	\$1,500.00
Steel Product Pipe	1.00	\$2,000.00
Installation Totals:		\$13,594.00

Other Equipment

	<u>Qty</u>	<u>Amount</u>
AST-2922 Transition Sump	1.00	\$1,044.66
FEB-150-SC 1-1/2" Flexible Entry Boot-DW	2.00	\$235.82
FEB-175-SC 1-3/4" Flexible Entry Boot-DW	1.00	\$135.09
FNW410AJ 1-1/2" Full Port Ball Valve, Brass	1.00	\$56.36
Transition Sump Fittings Kit	1.00	\$250.00
Other Equipment Totals:		\$1,721.93

Sitework Services

	<u>Qty</u>	<u>Amount</u>
Excavation/Concrete Services	1.00	\$2,500.00
Electrical Services	1.00	\$2,675.00
Sitework Services Totals:		\$5,175.00

Tank Monitor

	<u>Qty</u>	<u>Amount</u>
DC404 S404 Liquid Sensor & Controller	1.00	\$692.13
Tank Monitor Totals:		\$692.13

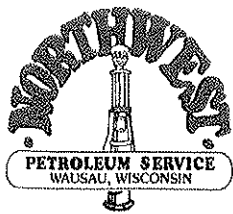
Project Subtotal: \$21,183.06

Sales Tax: \$0.00

Amount Paid: \$0.00

Total Invoice \$21,183.06

Terms: Net 10 Days



Northwest Petroleum Service, Inc.

4080 N. 20th Avenue
Wausau, WI 54401
Phone: 715-675-2084
Fax: 715-675-5507
E-mail: mail@NPSwausau.com
Web: www.NPSwausau.com

Invoice Number: 86977
Project Number: 73789
Monday, 17 October, 2022
PO Number: 33856

Invoice

To: City of Wausau
407 Grant Street
Wausau, WI 54403-4783

Ship To: Metro Ride
420 Plumer Street
Wausau, WI 54401

Installed new APT piping and replaced dispenser

Canopy		<u>Qty</u>	<u>Amount</u>
SLM LED 24L SIL 5W UNV DIM 50 70CRI BRZ		1.00	\$778.02
4SQ B3S11G16 S BRZ		1.00	\$646.81
ABKIT 4SQ STL PL 3/4X30 11BP		1.00	\$58.64
KIT BCVR 4BC WHT		1.00	\$37.51
Freight on Material		1.00	\$345.51
Canopy Totals:			\$1,866.49
Dispensing Equipment		<u>Qty</u>	<u>Amount</u>
Wayne High Speed Select Dispenser		1.00	\$6,411.56
Wayne Select dispenser, 1 product, 2 hose Model# 3/G7237D/1GHJKMY/VW4			
1 Year parts and labor warranty			
662-501-901 1-1/2" Emerg Valve Union Top Dbl Poppet		1.00	\$230.51
FFUL15X12MHXHM 1 1/2 Male X Male X 12" flex connector		1.00	\$75.63
Dispensing Equipment Totals:			\$6,717.70
Installation		<u>Qty</u>	<u>Amount</u>
State Plans and Permits		1.00	\$1,200.00
Installation		1.00	\$15,000.00
Miscellaneous Materials		1.00	\$750.00
APT Product Piping		1.00	\$2,880.00
Crash Posts		1.00	\$310.00
DPP-6Y 6" Bollard Cover, Yellow, Non-Ribbed, 60"		2.00	\$79.75
DPP-6Y 6" Bollard Cover, Yellow, Non-Ribbed, 60"		-2.00	-\$79.76
Credited covers from contract; customer chose to paint crash posts instead			
Installation Totals:			\$20,139.99
Island Form		<u>Qty</u>	<u>Amount</u>
LMM-2715 Medium Bury Dispenser Sump 27"x15" G2000		1.00	\$637.67
SBK-3 Stabilizer Bar Kit		1.00	\$65.34
IF36896SS 30"x8"x9"H 6"R Stainless Steel Island		1.00	\$1,060.77
36" U-Shaped Pipe Guard SS		2.00	\$2,093.84
Sump Fitting Kit		1.00	\$250.00
Island Form Totals:			\$4,107.62

<i>Extras</i>	<u>Qty</u>	<u>Amount</u>
TS-LSU Leak Sensing Unit TS-LLD	1.00	\$1,330.00
Replaced leak detector on submersible		
038-072-5 T-Adapter for Leak Detector	1.00	\$71.84
Totals:		\$1,401.84
<i>Sitework Services</i>	<u>Qty</u>	<u>Amount</u>
Excavation	1.00	\$3,000.00
Electrical	1.00	\$5,912.50
Concrete	1.00	\$7,500.00
Soil Sampling	1.00	\$1,980.00
Sitework Services Totals:		\$18,392.50
<i>Submersible Pump</i>	<u>Qty</u>	<u>Amount</u>
FNW221AK 2" Full Port Steel/ DI/ Ball Valve	1.00	\$276.00
710-02001V 2" Solenoid Valve	1.00	\$889.67
STP-MLD-D Mechanical Leak Detector, Diesel	1.00	\$358.73
STP-MLD-D Mechanical Leak Detector, Diesel	-1.00	-\$358.73
Submersible Pump Totals:		\$1,165.67
<i>Tank Monitor</i>	<u>Qty</u>	<u>Amount</u>
DC404 S404 Liquid Sensor & Controller, Stand Alone	1.00	\$0.00
Extra to contract; provided at no additional charge		
Tank Monitor Totals:		\$0.00

Project Subtotal:	\$53,791.81
Sales Tax:	\$0.00
Amount Paid:	\$0.00
Total Invoice	\$53,791.81
Terms:	Net 10 Days

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Memorandum of Understanding between Marathon County, North Central Health Care and Metro Ride for specialized transportation assistance

Committee Action: *Pending*

Fiscal Impact: Local match of \$14,247 from Metro Ride

File Number: 22-0406

Date Introduced: March 28, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the State of Wisconsin offers a program of state financial assistance to counties for specialized transportation; and

WHEREAS, such funds are made available to each county of Wisconsin based upon the ratio of the number of elderly and disabled persons residing in each county bears to the total number of elderly and disabled persons residing in the State, but limited so that no county receives less than a minimum base amount; and

WHEREAS, Marathon County has applied to the Wis DOT for its proportionate share; and

WHEREAS, your Finance Committee, at their March 28, 2023 meeting, discussed and recommend entering into a Memorandum of Understanding between Marathon County, North Central Health Care and Metro Ride to receive its specialized transportation assistance share in the amount of \$71,237, in exchange for certain duties and obligations.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized to execute the Memorandum of Understanding between Marathon County, North Central Health Care and Metro Ride for specialized transportation assistance.

Approved:

Katie Rosenberg, Mayor



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

Memorandum

From: Anne Jacobson 
To: Finance Committee
Date: March 15, 2023
Re: Production Agreement Between Marathon County and City of Wausau

Purpose: To obtain your approval of a Production Agreement between Marathon County and the City of Wausau.

Facts: On December 21, 2020, a Production Agreement between the County and City was entered into for the period of January 1, 2021 through December 31, 2022 for the recording of all county board educational and voting meetings and all standing committee meetings.

The City and County would like to renew the Agreement for another two year term.

Recommendation: Approval, as this is a request for reaffirmation of an existing relationship and agreement.

PRODUCTION AGREEMENT BETWEEN MARATHON COUNTY AND CITY OF WAUSAU

This Agreement is dated this ____ day of _____, 2023 and is by and between Marathon County, hereinafter referred to as "COUNTY" and the City of Wausau, hereinafter referred to as "CITY."

In consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

TERMS

The term of this Production Agreement shall be from January 1, 2023 through December 31, 2024. Either party may terminate the agreement with a five (5) day written notice to the other party.

SCOPE OF WORK

It is the intent of this Agreement that CITY will provide, at minimum, a one camera, one person shoot and recording through digital format of a meeting or event, which includes production work, and broadcast live those meetings or events when a connection is available, notwithstanding technical difficulties which would prevent a live broadcast. Further, the digital recording of the meeting or event shall be posted to an online source for on demand viewing as outlined in the "Access" section below. "Production" includes the setup and take down of equipment, the actual recording of the event, and post recording editing work to produce a finished DVD of the recording. The final production will represent the meeting or event in its entirety.

COST

CITY agrees to provide to the COUNTY the production of all county board educational and voting meetings, and all standing committee meetings at the rate of \$30 per hour. Time will be billed in 15 minute increments and starts when staff arrives, which is usually thirty minutes before the meeting and stops when staff leaves, up to 30 minutes after the meeting. Closed session time is counted as meeting time. For meetings that occur outside of the city limits of the City of Wausau, CITY will bill the COUNTY at the rate of \$30.00 per hour for travel time from City Hall to the meeting or event and the IRS mileage rate as a separate charge. With a minimum one (1) week advance notice, unless otherwise agreed upon by both parties in writing, CITY will produce additional events, beyond the meetings listed above. Time will be invoiced at the end of each calendar quarter with payment due within 30 days of receipt.

CITY requires one week advance notice of any change in meeting dates, unless otherwise agreed upon by both parties in writing.

RECORD

One (1) copy of any recording produced under this Agreement will be delivered to the Marathon County Clerk.

OWNERSHIP

COUNTY shall own DVDs containing recordings and their content but agrees to let CITY sell copies of recorded events in the form of DVDs or electronic files. CITY agrees to sell the DVD copies for a fee that covers only its costs.

ACCESS

All productions will be rebroadcast at a minimum of one (1) time a week until the next meeting of the same type replaces it on the schedule.

Once the production has been produced, it will be available for viewing on demand, on the Marathon County Board YouTube Channel, and the City Video On Demand website, which Wausau Area Access Media manages.

REPRESENTATIVE

City of Wausau: Kristopher Berge
407 Grant Street
Wausau WI 54403

Marathon County: Lance Leonhard
500 Forest Street
Wausau, WI 54403

This covers all the terms of the Agreement and any changes or amendments to the Agreement shall be reduced to writing by both parties and signed by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement the date and year first above written.

MARATHON COUNTY

CITY OF WAUSAU

Lance Leonhard, County Administrator

Katie Rosenberg, Mayor

Kaitlyn A. Bernarde, City Clerk

Drafted by:
Anne L. Jacobson
City Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MARATHON COUNTY
AND
NORTH CENTRAL HEALTH CARE AND THE WAUSAU AREA TRANSIT SYSTEM
FOR
SPECIALIZED TRANSPORTATION ASSISTANCE
2023**

This Memorandum of Understanding hereinafter referred to as the "AGREEMENT" is made and entered into between Marathon County, hereinafter referred to as the "COUNTY" and the North Central Health Care, hereinafter referred to as "NCHC" and the Wausau Area Transit System, d/b/a Metro Ride, hereinafter referred to as "METRO RIDE."

RECITALS

WHEREAS, s.85.21 Wis. Stats., authorizes a program of state financial assistance to counties for specialized transportation; and,

WHEREAS, s.20.395(1) (cr), Wis. Stats., appropriates funds for this assistance program; and,

WHEREAS, such funds are made available to each county of Wisconsin based upon the ratio of the number of elderly and disabled persons residing in each county bears to the total number of elderly and disabled persons residing in the state, but limited so that no county receives less than a minimum base amount; and,

WHEREAS, the COUNTY has applied to the WisDOT for its proportionate share; and,

WHEREAS, 1983 Wisconsin Act 27 amended s.85.21(3)(c), Wis. Stats., to permit a county to hold state aid in trust beyond the end of a program year for future expenses or the acquisition or maintenance of transportation equipment; and

WHEREAS, Recipient has by resolution of its Board of Supervisors dated 5/22/1984 authorized state aid to be held in trust according to administrative rules promulgated by the Department under TRANS 1.05(2), Wis. Admin. Code (January 1984) and has submitted a plan, approved by the Department, for using the aid to be held in trust.

NOW THEREFORE, the parties agree as follows:

SECTION I: TERM

Except for the trust conditions established under Section VI, the term of this Grant Agreement shall extend from January 1, 2023, through December 31, 2023. The trust conditions established under Section VI shall remain in effect until they are terminated or amended.

SECTION II: PAYMENT BY THE COUNTY

The COUNTY will receive \$364,629 from the State and with \$72,926 as the local match, the total program funds available is \$437,555. The funds will be distributed as follows:

- NCHC \$263,591 (with a \$52,676 local match) to implement its portion of the elderly and disabled County Transportation Program.
- METRO RIDE \$71,237 (with a \$14,247 local match) to implement its portion of elderly and disabled transportation in the City of Wausau area.
- The County Conservation, Planning and Zoning (CPZ) Department \$29,801 (with a \$6,003 local match) for administering the grant program for Marathon County.

SECTION III: RESPONSIBILITIES

- A. NCHC and Metro Ride agree to undertake and complete the transportation project(s) as described in the 2023 85.21 grant application to WisDOT, which is hereby incorporated by reference into this agreement as Attachment I. The COUNTY may amend its application during the effective period of this AGREEMENT with the WisDOT's and NCHC's and Metro Ride's concurrence, however the COUNTY agrees that the allocated aids will address the issue of the need for transportation services that are accessible to the developmentally and physically disabled population of that county and shall go towards efforts of making accessible transportation available to all seniors and individuals with a disability.
- B. NCHC and Metro Ride agree that it will comply with the Americans with Disabilities Act (ADA) of 1990 and all U.S. Department of Transportation regulations relating to enforcement of that Act.
- C. The COUNTY assures at least \$72,926 to match the state assistance it receives under this AGREEMENT will be available. No in-kind services, no federal or state categorical financial aids and no passenger revenue shall be allowed as part of the COUNTY match.
- D. NCHC and Metro Ride agree to expend the grant funds on the projects described in the 2023 COUNTY 85.21 grant application. NCHC and Metro Ride agree to expend the required 20% local match amount within the term of this Grant Agreement before expending any grant dollars on the projects described in the application approved by the Department. No portion of the local match amount may be placed or held in Trust.
- E. NCHC and Metro Ride assure that it will use the state assistance granted under this AGREEMENT and its appropriated match only to assist specialized transportation services outlined in the 85.21 grant application. These services should be designed to primarily serve elderly and disabled individuals. If excess capacity is available on these services, NCHC and Metro Ride may make this capacity available to persons who are neither elderly nor disabled.
- F. Equipment purchased with state assistance under this AGREEMENT must be used in the performance of specialized transportation services for the duration of its useful life. NCHC and Metro Ride shall reimburse the COUNTY for the state's share of the value of such equipment, if it is sold or removed from specialized transportation service prior to the end of its useful life, unless the proceeds are spent for replacement equipment or for transportation services described in the COUNTY'S current, future or amended application.

SECTION IV: PROGRAM INCOME

Program income is the gross income earned from the transportation services receiving assistance under this Agreement. Program income includes passenger donations, fares and co-payments. Program income earned must be used to offset expenses incurred in transportation activities receiving assistance under this Agreement. If revenue for other purposes is solicited from passengers in the course of transportation activities, the solicitation must explicitly state the intended use of the revenue.

SECTION V: ALLOWABLE COSTS FOR CURRENT COUNTY POLICY

Expenditures shall be reimbursable from the assistance under this Agreement if they meet all of the requirements set forth below. They must:

- A. Be made in conformance with the COUNTY's 85.21 grant application and all other provisions of this Agreement;
- B. Be necessary in order to accomplish the projects described in the COUNTY's 85.21 grant application;
- C. Be reasonable in amounts for the goods or services purchased;
- D. Be actual net costs (i.e., the price paid minus any refunds, rebates, or other items of value which have the effect of reducing the cost actually incurred);
- E. Be made for work performed or materials, supplies or equipment acquired during the effective period of this AGREEMENT;
- F. Be in conformance with the cost standards set forth in the Attachment I to this AGREEMENT and;
- G. Be satisfactorily documented and be treated uniformly and consistently.

SECTION VI: STATE AID HELD IN TRUST

- A. Recipient may hold in trust, according to s.85.21(3)(c), Wis. Stats. (1983), aid received under this Grant Agreement for future expenses, or the purchase or maintenance of transportation equipment used for specialized transportation.
- B. The balance and any expenditures of aids, allocated under this and previous Grant Agreements, held in trust shall be subject to the trust conditions that are attached to this Grant Agreement in Attachment I. The balance and expenditures of aid held in trust shall be consistent with Recipient's plan for using aid held in trust in which the plan has been reviewed and approved by the WisDOT Program Manager.
- C. The Recipient agrees that the balance of aid held in trust may not exceed, on a quarterly basis, an average daily balance of \$80,000 as per state Administrative Rule Trans. 1.05(2)(b). Any balance exceeding this allowance shall be refunded to the Department 30 days after the end of the quarter.

SECTION VII: STATE AID BALANCE

NCHC and Metro Ride agree to refund to the COUNTY the balance of state aid received in 2023 under Section II that has not been expended. Such a refund shall be made no later than March 31, 2024.

SECTION VIII: RECORDS AND AUDITS

- A. The COUNTY and any organizations (i.e. NCHC and Metro Ride) to which it gives its financial assistance under this AGREEMENT shall establish and maintain accounts for the specialized transportation services receiving assistance under this AGREEMENT. The accounts may be separate or parts of current accounting systems. If the transportation services are integrated with non-transportation activities, the accounts shall distinguish the costs and revenues attributable to the transportation activity from those of other activities. Such accounts shall cover the transportation activity throughout the effective period of this AGREEMENT.
- B. All costs charged to the assistance covered by this AGREEMENT shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers indicating the nature and propriety of the charges.
- C. The accounts and records as required above shall be retained for a period of three years and shall be available upon request to the COUNTY, its officials, employees or designees for inspection and audit purposes.
- D. NCHC and Metro Ride shall have a single, organization-wide financial and compliance audit performed by a qualified independent auditor if required to do so under federal law and regulations. (See Code of Federal Regulation 2 CFR Part 200).
- E. This audit shall be performed in accordance with federal regulations 2 CFR Part 200, subparts A-F issued by the federal Office of Management and Budget (OMB) and the State Single Audit Guidelines issued by the Wisconsin Department of Administration (DOA). Selected state programs will be included in the scope of the single organization-wide financial and compliance audit.

SECTION IX: REPORTING REQUIREMENTS

- A. NCHC and Metro Ride shall submit quarterly financial and ridership reports to the COUNTY using forms supplied by the WisDOT. The reports shall be submitted within the first month following the end of each quarter as follows:
 - a. The first period shall cover January 1 – March 30; due no later than April 21, 2023.
 - b. The second period of April 1 – June 30; due no later than July 21, 2023.
 - c. The third period of July 1 – September 30; due no later than October 20, 2023.
 - d. The final period shall cover October 1 – December 31; due no later than January 19, 2024.
- B. NCHC and Metro Ride shall also submit an annual report for each of the transportation projects receiving assistance under this AGREEMENT using forms supplied by the WisDOT. The annual report shall be due no later than March 22, 2024.

SECTION X: THIRD-PARTY CONTRACTS

- A. NCHC and Metro Ride may not use the aids under this AGREEMENT to purchase service from, or make grants to, any third party without a contract, agreement, purchase-of-service order or other legal equivalent.
- B. A third-party contract for transportation services purchased with allocated aids shall, at least once every 5 years, be awarded through a competitive procurement process when the total amount of the contract is \$10,000 or more.
- C. Third-party contracts, agreements or purchase-of-service orders shall be available for inspection by the COUNTY, its officials, employees, or designees upon request.

SECTION XI: TERMINATION

- A. Voluntary Termination. NCHC and Metro Ride may terminate aid allocated under this AGREEMENT for any reason pursuant to the notice provisions set forth below.
- B. Involuntary Termination. The COUNTY may terminate the aid allocated under this AGREEMENT at any time that it determines that the purpose of the assistance program, as expressed in s.85.21(1), Wis. Stats., is not being fulfilled. Failure of NCHC and Metro Ride to comply with the terms and conditions of this AGREEMENT or with the provisions of s.85.21, Wis. Stats. and Chapter TRANS 1, Wis. Admin. Code shall be considered evidence of failure to fulfill the purpose of the assistance program. The COUNTY may also terminate the aid allocated under this AGREEMENT by formal action of its Board of Supervisors.
- C. In the event that the aid allocated under this AGREEMENT is terminated by any party, the COUNTY agrees to reimburse NCHC and/or Metro Ride for the state share of eligible costs incurred prior to the termination date. The COUNTY shall reallocate the balance of state aid allocated under this AGREEMENT that has not been spent to the other party. Notwithstanding any other provision of this AGREEMENT, NCHC and/or Metro Ride shall refund any state assistance received under this Agreement that has not been spent or retained in full accordance with this AGREEMENT; s.85.21 Wis. Stats.; and any applicable administrative rule.
- D. In the event that any party terminates the arrangement by which COUNTY holds unspent state aid in trust, COUNTY shall refund to the WisDOT the balance of aid held in trust as well as any accumulated interest.
- E. All parties agree that a notice of intent to terminate shall be made by "return- receipt certified mail" at least 90 days prior to the proposed termination date.

SECTION XII: COUNTY TRANSPORTATION PROGRAM

Under the terms of this AGREEMENT, NCHC and Metro Ride agrees to act as the COUNTY's agent in providing demand responsive transportation services for the COUNTY. NCHC and Metro Ride will provide demand responsive transportation services in conformance and compliance with all items set forth in this AGREEMENT.

SECTION XIII: INSURANCE/INDEMNITY

- A. NCHC and Metro Ride agree to provide insurance for workers' compensation, general liability, and property damage for claims or losses which may arise as a result of the provision of specialized transportation services outlined in this agreement.
- B. NCHC and Metro Ride hereby agree to release, indemnify, defend and hold harmless Marathon County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the provision of specialized transportation services under this agreement by NCHC and Metro Ride, its officers, officials, employees, agents, subcontractors or assigns. Marathon County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

SECTION XIV: EXECUTION

IN WITNESS WHEREOF this AGREEMENT shall become effective upon its complete execution by the COUNTY, NCHC and Metro Ride.

METRO RIDE/CITY OF WAUSAU

By _____
Mayor, City of Wausau

Name _____

Date _____

COUNTY OF MARATHON

By _____
Marathon County Administrator

Name _____

Date _____

NORTH CENTRAL HEALTH CARE

By _____
NCHC Executive Director

Name _____

Date _____

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

RESOLUTION OF THE COMMON COUNCIL

Approving First Amendment to Development Agreement between City of Wausau and Wisconsin College Baseball, LLC (Wausau Woodchucks – Athletic Park Phase IV Renovations)

Committee Action: *Pending*

Fiscal Impact:

File Number: 13-0519

Date Introduced: March 28, 2023

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 and Wisconsin College Baseball, LLC (“Developer”) entered into a Development Agreement, effective June 10, 2020, with respect to certain property located in the City, commonly known as Athletic Park; and

WHEREAS, pursuant to the Development Agreement and prior agreements, over the past twelve years, the City and Developer have made improvements worth ten million dollars to Athletic Park, creating a unique community asset and one of the nicest baseball stadiums in Wisconsin or the Midwest; and

WHEREAS, the successful operation of Athletic Park requires parking to support 1,800 fans and 160 employees, players and coaches; and

WHEREAS, the City and Developer are committed to providing sufficient parking for event participants in the safest and most efficient manner possible, for participants, neighborhood residents and the travelling public; and

WHEREAS, the Development Agreement contained certain commitments by the City to provide new public parking spaces by specific dates; and both parties acknowledge that developing temporary and permanent parking must be coordinated in an area of ongoing redevelopment; and

WHEREAS, the City and Developer desire to amend the Development Agreement subject to the terms and conditions of the First Amendment to Development Agreement, summarized as follows:

- The City will provide new temporary parking areas denoted by cross-hatching on Diagram A
- The City will replace the equivalent area of the temporary parking areas with permanent parking areas (fully improved public parking areas), as permanent parking is established closer to the two fan entrances to Athletic Park than the replaced temporary parking area
- The City will provide a marked cross walk across E. Wausau Ave., west of the existing railroad right of way, crossing East Wausau Avenue, for as long as temporary parking areas are in use
- The City will provide additional parking and directional signage as provided in Diagram C
- The City will provide standard parking lot lighting in temporary parking areas by 5/15/24
- The City will line and stripe parking stalls in paved temporary parking areas by 5/15/23
- The City will grade unsurfaced portions in temporary parking areas by 5/15/23 and annually as needed thereafter
- The City will sign for exclusive use by athletes, coaches and Developer staff, the temporary parking area on the portion of Devoe Street, adjoining N. 5th Street, and pave and stripe by 12/31/24
- The City commits to providing improved permanent parking for Athletic Park in locations, including both on and off street, sufficient to serve fans and event participants
- The City will provide Developer any adopted plan for the redevelopment of City-owned lands adjoining or adjacent to and west of the railroad right of way north of Bridge Street and south of Winton Street, including areas planned for public parking
- The City will have completed 150 new permanent parking stalls within the Permanent Parking Areas by 5/1/27

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that it approves the attached First Amendment to Development Agreement (Wausau Woodchucks – Athletic Park Phase IV Renovations) between the City of Wausau and Wisconsin College Baseball, LLC, and authorizes the proper city officials to execute such Amendment and attachments, as referenced herein and attached.

BE IT FURTHER RESOLVED, that the Common Council hereby commits to providing improved permanent parking for Athletic Park in locations both on and off street, sufficient to serve all fans and event participants for Athletic Park.

Approved:

Katie Rosenberg, Mayor

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
(Wausau Woodchucks - Athletic Park Phase IV
Renovations)

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") is made as of _____, 2023 (the "Effective Date"), by and among the CITY OF WAUSAU, a Wisconsin municipal corporation (the "City") and WISCONSIN COLLEGE BASEBALL, LLC, a Wisconsin limited liability company, d/b/a the Wausau Woodchucks ("Developer")

RECITALS

WHEREAS, the City and Developer entered into that certain Development Agreement with an Effective Date of June 10, 2020 (the "Development Agreement"), with respect to certain property located in the City of Wausau, County of Marathon, State of Wisconsin, as more particularly described in the Development Agreement and commonly known as Athletic Park; and

WHEREAS, pursuant to the Development Agreement and prior agreements, over the past twelve years, the City and Developer have made over Ten Million Dollars of improvements to Athletic Park creating a unique community asset and one of the nicest baseball stadiums in Wisconsin or the Midwest; and

WHEREAS, the successful operation of Athletic Park requires parking to support 1,800 fans and 160 employees, players and coaches; and

WHEREAS, The Development Agreement contained certain commitments by the City to provide new public parking spaces by specific dates, and

WHEREAS, the City and Developer desire to amend the Development Agreement subject to the terms and conditions herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. Amendments.
 - a. Item 6. of Schedule 1 of the Development Agreement is hereby amended to read as follows:
 6. Provide temporary public parking spaces in the areas denoted by cross hatching in the attached Diagram B (collectively, the "New Temporary Parking Areas", and each a "Temporary Parking Area"), reserved for use during all Athletic Park events for event-participating athletes and coaches, Developer staff and affiliates, or

attendees to Athletic Park events for so long as Developer continues to conduct events at Athletic Park or until replaced by Permanent Parking Areas (as defined herein).

- b. Diagram B attached to this Amendment is hereby incorporated into the Development Agreement, as amended, by reference.
- c. “Permanent Parking Areas” shall mean fully improved public parking areas that are dedicated for public use and completed after the date of this Amendment and proximally located closer to either of the two fan entrances to Athletic Park than in the New Temporary Parking Areas. The parties acknowledge that one or more Permanent Parking Areas may be created in portions of the Temporary Parking Areas.
- d. Permanent Parking Areas will replace the equivalent area of The Temporary Parking Areas upon the date the Permanent Parking Areas are put into public use on an equivalent square foot for square foot basis by removing from use as Temporary Parking Areas those portions of such areas furthest away from Athletic Park. By way of example, if the vacant land immediately north of Athletic Park is converted into a public parking lot to service Athletic Park, the square feet measurement of this new area shall be removed from the southernmost portions of the Temporary Parking Area commonly known as the former Wausau Chemical building parking.
- e. City will not charge for parking in the Temporary Parking Areas or Permanent Parking Areas during events or games held at Athletic Park by Developer.
- f. For so long as any New Temporary Parking Areas are in use pursuant to the Development Agreement, as amended hereby, City shall provide:
 - A marked cross walk across E. Wausau Avenue, west of the existing railroad right of way crossing East Wausau Avenue, no later than May 15, 2023;
 - Additional parking and directional signage as provided in Diagram C, attached hereto and incorporated herein by reference;
 - City standard parking lot lighting in the Temporary Parking Areas adjoining E. Wausau Avenue on poles set by Wisconsin Public Service as soon as practicable, but no later than May 15, 2024;
 - Lining and striping of parking stalls in all portions of the Temporary Parking Areas that are paved as of the date of this Amendment, no later than May 15, 2023; and

- Grading and graveling of those portions of the unsurfaced portions of Temporary Parking Areas as needed to eliminate any standing or pooling water no later than May 15, 2023, and as needed thereafter annually during the Term of this Agreement, along with marking the corners/boundaries of the Temporary Parking Areas.
- g. The Temporary Parking Area on the City-owned land west of and adjoining N. 5th Street as shown as the approximate 30-stall parking area in Diagram B, shall be paved and striped by December 31, 2024. So long as this Development Agreement, as amended remains in effect, the City will install and maintain signage designating this Temporary Parking Area as parking for athletes and coaches, and Developer staff.
 - h. By March 31, 2023, City shall have adopted a resolution making a commitment to provide improved permanent parking for Athletic Park in locations, including both on and off street, sufficient to serve all fans and event participants.
 - i. By December 31, 2024, City shall have provided Developer with the plan adopted by the City for the redevelopment of the City-owned lands adjoining or adjacent to and west of the railroad right of way north of Bridge Street and south of Winton Street, including areas planned for public parking within these lands. Developer will be invited on a quarterly basis to participate in planning meetings and sessions conducted for development of this plan.
 - j. By May 1, 2027, City shall have completed 150 new permanent parking stalls within the Permanent Parking Areas.

2. No Other Changes. Except as amended hereby, the Development Agreement remains otherwise unchanged and in full force and effect.

3. Due Authorization. The making, execution and delivery of this Amendment, and performance of and compliance with the terms of the Development Agreement, as amended, have been duly authorized by all necessary action of Developer and City. This Amendment is the valid and binding obligation of Developer and City, enforceable against Developer in accordance with its terms.

4. Miscellaneous. If any provision of this Amendment or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions of this Amendment shall remain in full force and effect and this Amendment shall be interpreted as if such illegal, invalid or unenforceable provision did not exist. This Amendment may be executed in multiple counter parts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that faxed and electronically scanned signatures shall be binding on all parties. This Amendment shall be governed in all respects by the laws of

the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date first printed above.

DEVELOPER:

WISCONSIN COLLEGE BASEBALL, LLC

By: _____
Mark Macdonald, Manager

CITY:

CITY OF WAUSAU

By: _____
Katie Rosenberg, Mayor

Attest:

By: _____
Kaitlyn A. Bernarde, City Clerk

DIAGRAM B

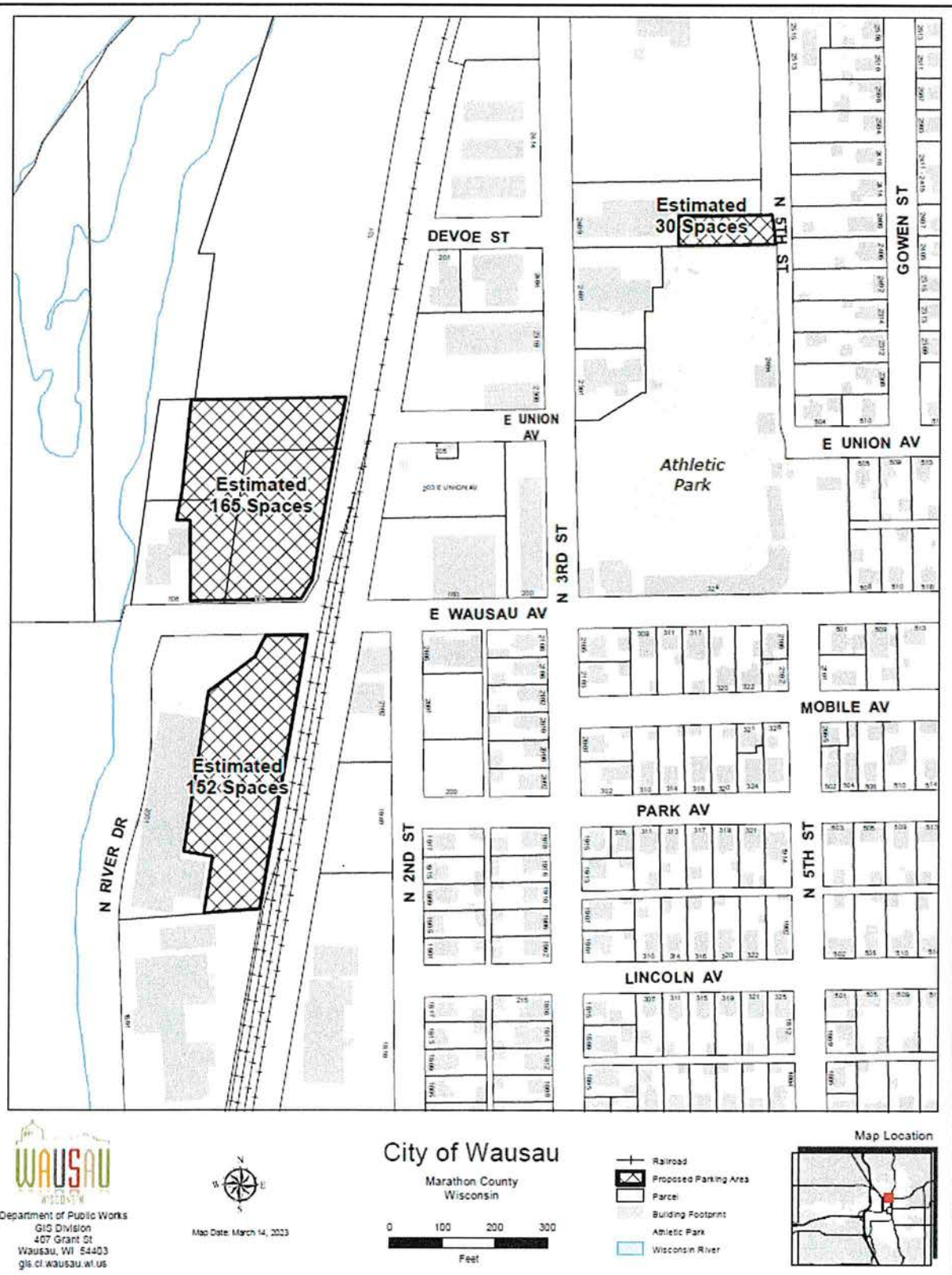
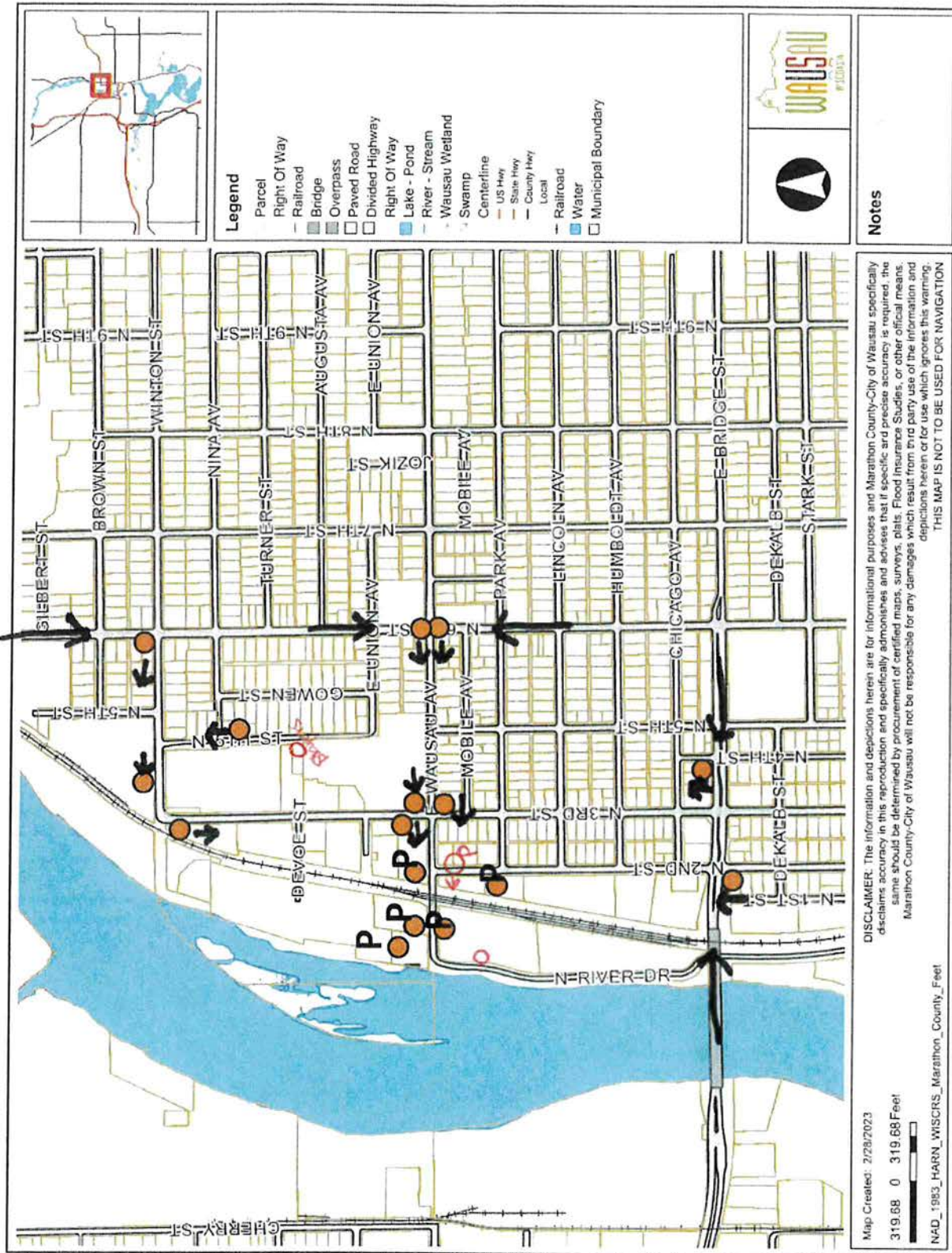


DIAGRAM C

Where marked on the attached map in “red,” the 4 signs City will add: the players parking lot on N. 5th Street, the Thrive lot, directional arrow on 2nd, south of Wausau Ave. and a directional arrow on north River Dr., indicating parking to the east.

[see attached map]



DEVELOPMENT AGREEMENT
(Wisconsin Woodchucks – Athletic Park Phase IV Renovations)

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made as of April _____, 2020 (the “Effective Date”), by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”); and WISCONSIN COLLEGE BASEBALL, LLC, a Wisconsin limited liability company, d/b/a Wisconsin Woodchucks (“Developer”)

RECITALS

WHEREAS, the City is the owner of certain real property in the City of Wausau, County of Marathon, State of Wisconsin, commonly known as Athletic Park and being more particularly described on Exhibit A attached hereto (the “Property”); and

WHEREAS, the City and Developer are parties to that certain Athletic Park Use Agreement, dated May 26, 2013 (as subsequently amended or extended, the “Use Agreement”), with respect to the Property; and

WHEREAS, Developer has proposed to renovate and improve the Property by removing portions of certain existing structures and adding certain buildings, equipment and seating to the Property as more specifically described in Exhibit B attached hereto (the “Project”); and

WHEREAS, the City has, pursuant to the authority granted in Wisconsin Statutes, Section 66.1105, created two Tax Incremental Districts, the City of Wausau Tax Increment District Three and the City of Wausau Tax Increment District Twelve (each a “TID” and, collectively, the “TIDs”), and adopted a Project Plan for each TID (as amended, each a “TID Plan” and, collectively, the “TID Plans”) to finance certain costs to induce development within or around each TID; and

WHEREAS, in order to achieve the objectives of the TID Plans and to make the land within the TIDs available for development by private enterprises for and in accordance with the uses specified in the TID Plans, the City has determined to provide assistance and other actions, as hereinafter set forth, to permit development to proceed; and

WHEREAS, the Property is located within the TIDs; and

WHEREAS, in order to facilitate the completion of the Project and Developer’s use of the Property, the City desires that certain improvements be made to the Property and infrastructure improvements to the neighborhood around the Property as hereinafter set forth; and

WHEREAS, the City has determined that the proposed Project by Developer (i) will promote and carry out the development objectives of the City, (ii) furthers the purposes of the TID Plans, and (iii) would not occur at the Property without the assistance of the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

- a. "Agreement" means this Development Agreement.
- b. "City" is defined in the introductory paragraph of this Agreement.
- c. "Developer" is defined in the introductory paragraph of this Agreement.
- d. "Effective Date" is defined in the introductory paragraph of this Agreement.
- e. "Minimum Construction Cost" means at least One Million, Five Hundred Thousand Dollars (\$1,500,000.00).
- f. "Plans" means final plans and specifications for the Project, as defined in Section 2 of this Agreement.
- g. "Project" is defined in the Recitals above.
- h. "Project Commencement" means, the date of actual construction commencement of the Project, as certified by Developer's prime contractor for the Project, anticipated to be September 1, 2021.
- i. "Project Commencement Deadline" means December 31, 2021.
- j. "Project Completion" means the substantial completion of all of the Project, anticipated to be May 31, 2022. Substantial completion means the occurrence of each of the following: (i) a certificate of occupancy is issued by the appropriate governmental authorities for the Project, if applicable; and (ii) the Project architect (the Samuels Group) has issued a certificate stating that the Project has been substantially completed in accordance with the Plans.
- k. "Project Completion Deadline" means December 31, 2022.
- l. "Property" is defined in the Recitals above.
- m. "TIDs" are defined in the Recitals above.
- n. "TID Plans" are defined in the Recitals above.
- o. "Use Agreement" is defined in the Recitals above.

2. Construction of the Project by Developer. Developer agrees and covenants with the City as follows:

- a. Subject to the terms and conditions of this Agreement, Developer, at its cost and expense, agrees to construct, install, furnish, equip and maintain the Project. Developer will cause the Project architect to prepare detailed plans and specifications for the Project which will be submitted to the City for approval. The City will have thirty (30) days to

approve or reject such plans and specifications for the Project after submission. If no action is taken within such 30-day period, the proposed plans will be deemed approved and shall thereafter be deemed appended hereto and referred to herein as the Plans. If the City rejects such and specifications for the Project, it will provide a detailed explanation for such rejection along with recommendations for corrections so as to allow for approval. Developer shall have thirty (30) days to make such corrections and resubmit the proposal for approval and the City will thereafter have thirty (30) days to approve or reject the submission. The City may only reject the submission if it fails to contain the recommendations for corrections provided by the City. If no action is taken within such 30-day period, the proposed plans will be deemed approved and shall thereafter be deemed appended hereto and referred to herein as the Plans. If the City has a basis to reject the submission, the re-submission process outlined above, may be undertaken again as many times as Developers may elect until the Developer abandons the Project. Upon approval of the Plans, Developer will cause the Project to be constructed in a good and workmanlike manner and in accordance with the Plans.

b. Construction of the Project shall commence no later than the Project Commencement Deadline, and upon commencement, Developer will diligently continue construction of the Project substantially in accordance with the construction schedule approved by the City and shall achieve Project Completion no later than the Project Completion Deadline.

c. Developer will conform and comply with, and will cause the Project to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City, and all environmental laws, rules, regulations and ordinances in effect upon the date the Plans are approved. Developer covenants that it will perform and observe the covenants contained in, and the Project will conform and comply with, the covenants, restrictions, documents or instruments governing the Property in effect on the date hereof.

d. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with the development, construction, management, and operation of the Project.

e. Developer will not, without the City's prior written consent, materially change the scope of the Project or the Plans.

f. Developer shall spend at least the Minimum Construction Cost in construction costs at the Property in connection with the Project.

g. Developer shall, and Developer shall cause its contractors to, comply with the provisions of the City's Construction Safety Contract Language attached hereto as Exhibit C and incorporated by reference in this Agreement (the "City's Safety Language"). Developer hereby agrees that the City's Safety Language is deemed to be incorporated into the Use Agreement and that if the Use Agreement is ever amended again, such amendment will explicitly include the inclusion of the City's Safety Language into the Use Agreement.

3. Actions/Improvements by the City. Subject to the terms and conditions of this Agreement, the City agrees to take the actions and make the improvements as described on Schedule 1 to this Agreement in the timeframes provided on Schedule 1 to this Agreement. The City shall take the actions and make the improvements included on Schedule 1 at its sole cost and expense except as otherwise indicated on Schedule 1.

4. Conditions Precedent to the City's Obligations. In addition to all other conditions and requirements set forth in this Agreement and the Use Agreement, the obligations of the City under this Agreement are conditioned upon the satisfaction of each and every one of the following conditions:

a. Developer shall promptly provide the City with (i) evidence that Developer is authorized to enter into this Agreement and that the persons signing this Agreement on behalf of Developer are authorized to so sign this Agreement and to bind Developer to the terms and conditions of this Agreement, (ii) a certified copy of its organizational documents, (iii) a certificate of status issued by the Wisconsin Department of Financial Institutions or the applicable jurisdiction, and (iv) resolutions or consents of its board of directors, partners or members, as the case may be, approving this Agreement and the transactions which are the subject of this Agreement.

b. Developer and the City shall have entered into an amendment to the Use Agreement, equivalent in all material respect to the form attached hereto as Exhibit D (the "Use Agreement Amendment").

c. Developer shall have provided the City, no later than Project Commencement Deadline the City with a detailed completion schedule for the Project.

d. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement or the Use Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.

All submissions given to the City to satisfy the conditions contained in this Section 4 must be satisfactory in form and content to the City, in its reasonable discretion.

5. Condition Precedent to the Developer's Obligations. Developer and the City shall have entered into the Use Agreement Amendment.

6. Additional Representations, Warranties and Covenants of Developer. Developer represents and warrants to the City and agrees and covenants with the City as of the Effective Date as follows:

a. All copies of documents, contracts and agreements which Developer has furnished to the City are true and correct in all material respects.

- b. Developer has paid, and will pay when due, all federal, state and local taxes applicable to its business, and will promptly prepare and file returns for accrued taxes prior to any taxes becoming delinquent, except for taxes that it is contesting in good faith.
- c. Developer will pay for all work performed and materials furnished for the Project, unless such obligations are the obligations of the City as provided herein.
- d. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.
- e. Developer is a limited liability company duly formed and validly existing and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.
- f. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- g. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's organizational documents or any indenture, instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer or the Project.
- h. There is no litigation or proceeding pending against Developer or to its knowledge threatened against or affecting Developer or the Property that would adversely affect the Property or Developer or the enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- i. No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement or the Use Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument entered into in connection with the Project. The representations and warranties contained herein shall be true and correct at all times as required by this Agreement. Developer shall comply with all covenants contained herein at all times during the term of this Agreement.

7. Default. The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder by the party committing such Default:

a. Any representation or warranty made by a party to this Agreement, or any document or financial statement required to be delivered by one party hereto to the other, shall prove to have been false in any material respect as of the time when made or given; or

b. A party hereto shall breach or fail to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from the other party (or such longer period of time as is necessary to cure the default as long as party failing to perform has commenced the cure of the default within the 30-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than sixty (60) days following the notice thereof); or

c. A party hereto shall: (i) become insolvent or generally not pay, or be unable to pay, or admit in writing its/his inability to pay, its/his debts as they mature; or (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or (iii) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) have a petition or application filed against it/him in bankruptcy or any similar proceeding, or have such a proceeding commenced against it/him, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or a party shall file an answer to such a petition or application, admitting the material allegations thereof; or (v) apply to a court for the appointment of a receiver or custodian for any of its/his assets or properties, or have a receiver or custodian appointed for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after its/his appointment; or (vi) adopt a plan of complete liquidation of its/his assets; or

d. A party hereto shall dissolve or shall cease to exist; or

e. Any default by either party hereto under the Use Agreement.

Upon the occurrence of any Default, the non-defaulting party, at its option, may pursue any or all of the rights and remedies available to it at law and/or in equity and/or under this Agreement.

8. Transfers; Assignment. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties. No party may assign this Agreement without the prior written consent of the other.

9. Term. Unless otherwise provided herein, the term of this Agreement shall commence on the Effective Date and shall continue, unless terminated by mutual agreement of the parties, until the relative duties, obligations, commitments, or covenants of each party, established by this Agreement, are completed and satisfied.

10. Miscellaneous.

a. Notices. All notices hereunder must be in writing and must be sent by United States registered or certified mail (postage prepaid) or by an independent overnight courier service, addressed to the addresses specified below:

Notices to Developer:

Wisconsin College Baseball, LLC
2401 N. 3rd Street
Wausau, WI 54403-3204
Attn: Managing Member

Notices to the City:

City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: City Clerk

with a copy to:

City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: City Attorney

Notices given by mail are deemed delivered within (3) three business days after the party sending the notice deposits the notice in the United States Post Office. Notices delivered by courier are deemed delivered on the next business day after the party delivering the notice timely deposits the Notice with the courier for overnight (next day) delivery.

b. Recording. Recording of this Agreement is prohibited.

c. No Personal Liability. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of the City have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

d. Waiver; Amendment. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and then only to the extent specifically set forth in writing. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

e. Entire Agreement. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.

f. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of Developer and the City, and no third party shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by Developer or the City, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to the Project.

g. Severability. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent by law.

h. Governing Law. This Agreement is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Agreement must be brought in Marathon County, Wisconsin.

i. Time is of the Essence; Deadlines. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor. In the event a deadline herein falls on a non-business day, the deadline shall be deemed to fall on the next following business day.

j. Relationship of Parties. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between the City and Developer.

k. Captions and Interpretation. The captions of the articles and sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.

l. Counterparts/Electronic Signature. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. Facsimile signatures and PDF email signatures shall constitute originals for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first printed above.

DEVELOPER:

WISCONSIN COLLEGE BASEBALL, LLC

By: _____
Mark Macdonald, Manager

CITY:

CITY OF WAUSAU

By: _____
Robert B. Mielke, Mayor

Attest: _____
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION OF THE PROPERTY

The “Premises” as described in that certain Athletic Park Use Agreement, dated May 26, 2013, as amended, between the City and Developer with respect to the property commonly known as Athletic Park.

EXHIBIT B

PROJECT DESCRIPTION

[See attached.]



AS100



one eighth inch = one eighth inch = 0.125
one quarter inch = one quarter inch = 0.25
three eighths inch = three eighths inch = 0.375
one half inch = one half inch = 0.5
three quarters inch = three quarters inch = 0.75
one foot = one foot = 12
one and one half inch =  one and one half inch = 1.5
one inch = ten feet =  one inch = ten feet = 10
one inch = thirty feet =  one inch = thirty feet = 30
one inch = fifty feet = one inch = fifty feet = 50
one inch = fifty feet =  one inch = fifty feet = 100

EXHIBIT C

CITY OF WAUSAU CONSTRUCTION SAFETY CONTRACT LANGUAGE

[See attached.]

Construction Safety Contract Language

The Developer shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the project. The Developer shall also be liable for all violations of the law in connection with work furnished by the Developer. If the Developer observes that the drawings or specifications are at variance with any law or ordinance, rule or regulation, he/she shall promptly notify the City of Wausau engineer in writing and any necessary changes shall be made by written instruction or change order. If the Developer performs any work that it knew or should have known to be contrary to such laws, ordinances, rules or regulations and without giving notice to the City of Wausau engineer, the Developer shall bear all costs arising there from.

Safety & Security - The Developer shall execute and maintain its work so as to avoid injury or damage to any person or property. The Developer shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

In carrying out its work, the Developer shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including Wisconsin Labor Code; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of safety measures.

The Developer shall be responsible for the safeguarding of all utilities. At least two working days before beginning work, the Developer shall call the "Diggers Hotline" Service in order to determine the location of substructures. The Developer shall immediately notify the City of Wausau and the utility owner if he/she disturbs, disconnects, or damages any utility.

In accordance with Wisconsin Labor regulations, the Developer shall submit to the City of Wausau specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by the City of Wausau prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the State of Wisconsin, a Wisconsin registered civil or structural engineer shall prepare the plan. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the applicable construction codes in Wisconsin or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the existing law or regulations. In no event shall the Developer use a shoring, sloping, or protective system less effective than that required by the State. Submission of this plan is in no way relieves the Developer of the requirement to maintain safety in all areas. If excavation or trench work requiring a permit be undertaken, the Developer shall submit his/her permit with the excavation/trench work safety plan to the City of Wausau before work begins. The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones.

EXHIBIT D

USE AGREEMENT AMENDMENT

[See attached.]

**SECOND AMENDMENT TO
ATHLETIC PARK USE AGREEMENT**

THIS SECOND AMENDMENT TO ATHLETIC PARK USE AGREEMENT (the “Agreement”) is made this ____ day of _____, 2020, by and between the **CITY OF WAUSAU**, a municipal corporation organized pursuant to the laws of the State of Wisconsin (hereinafter called “City”), **NORTHWOODS LEAGUE, INC.**, a Florida corporation (hereinafter called “Northwoods”), and **WISCONSIN COLLEGE BASEBALL, LLC**, a Wisconsin limited liability company (hereinafter called “WCB”).

WITNESSETH:

WHEREAS, City, Northwoods, and WCB are parties to that certain Athletic Park Use Agreement dated May 20, 2013 (the “Original Agreement”), as amended by the First Amendment to Athletic Park Use Agreement dated April 15, 2015 (the “First Amendment” which, taken together with the Original Agreement shall be referred to herein as the “Use Agreement”); and

WHEREAS, the parties hereto wish to amend the Use Agreement as provided herein;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

Section 1.1 Definitions. Unless otherwise defined herein, all capitalized terms shall have the meaning given thereto in the Use Agreement.

ARTICLE 2 - AMENDMENTS

Section 2.1 Term. The Term of the Agreement in “ARTICLE I – TERM,” of the Use Agreement is hereby extended to December 31, 2043.

Section 2.2 Rental Fees. A new Article II, Subsection 3. F. of the Use Agreement is hereby created to read as follows:

F. **Years 2038-2043**. On March 15th, 2038, City will have the ability to “Look Back” at past costs and adjust the annual base rental fee and individual game fee for the 2038 through 2043 seasons if all of the following conditions exist:

- a. 2033-2037 gross revenues from Athletic Park naming rights are less than \$200,000;

- b. 2033-2037 cumulative change in the CPI has exceeded an annual average increase of 2.5%; and
- c. City and WCB have not been able to attract four Outside Events to Athletic Park; and
- d. Annual gross revenues of WCB exceed \$1,750,000 as confirmed by the President of the Northwoods League.

Section 2.3 Improvements to Athletic Park prior to 2019. Notwithstanding the provisions of the Use Agreement, all proposals for improvements to Athletic Park heretofore delivered to City and the Department and completed prior to 2019 are hereby deemed approved. Any further improvements or alterations, including those undertaken in 2019, are subject to the provisions of the Use Agreement, as amended hereby. WCB will undertake certain alterations and improvements to Athletic Park approximately commencing in September, 2019, including the replacement of the first base line bleachers, first base line group outings facility, and first base line concessions (the "Phase 4 Improvements").

Section 2.4 Scoreboard. Article II, Section 28 of the Use Agreement is hereby amended by in its entirety to read as follows:

28. **Scoreboard**. Provide and maintain the electronic scoreboard, except for the advertising panels. City will include a contribution of at least \$50,000 for a video scoreboard replacement in its 2022 Capital Improvement Plan budget. City will work with WCB to develop a use and management plan for the replacement scoreboard.

Section 2.5 Refuse Disposal. Article II, Section 31 of the Use Agreement is hereby amended in its entirety to read as follows:

31. **Refuse Disposal**. Provide refuse disposal services for the entire facility, including concession operations. Refuse disposal services consists of dumpsters and garbage receptacles within the facility and regular service pickups.

ARTICLE 3 - CONCESSIONS

Section 3.1 Concession Rights and Fees. Article III, Section 1.B. of the Use Agreement is hereby amended in its entirety to read as follows:

B. **Years 2019-2043**. In 2019, 2024, 2029, 2034, and 2038 there will be a five-year "look back" at changes in CPI that will be used to determine the maximum percentage of annual change in the annual concession fee for that year and the following four (4) years. The annual fee for such period shall change by the lesser of the adjusted maximum percentage of annual increase or the actual percentage of change in CPI for the prior year. These five-year "look backs" will determine the gross change in CPI between the first and fifth years of the five-year period immediately preceding the adjustment year. The amount of gross

change shall be expressed as a percentage. This percentage shall be divided by five. The resulting percentage shall be the maximum percentage of annual change for the corresponding five-year period.

On March 15th of 2019, 2024, 2029, 2034, and 2038 City will have the ability to “Look Back” at past concession fees and adjust the current year base concession fee using the same criteria as rental and game fee adjustments further described herein.

Section 3.2 Liquor Sales. Article III, Section 7 of the Use Agreement is hereby amended to insert after each instance of the words “concession stand” or “Concession Stand” the words “or above the First Base Dugout”.

ARTICLE 4 - ADVERTISING

Section 4.1 Advertising at the Facilities Advertising at the Combined Premises is intended to be viewed by the users of the facilities and not the occupants of adjoining properties or passers-by. No advertising within Athletic Park shall be readily visible outside of the facility, except for advertising on the scoreboard, elevated billboard and advertising made in relation to the sale of naming rights for Athletic Park (which may be displayed on the outside of the facility). Advertising outside of Athletic Park or Neighborhood Park that is visible to adjoining properties or passers-by shall be allowed only for WCB games and promotional events. Said advertising is allowed no more than three hours before and one hour after WCB games or promotional event. Advertising in Neighborhood Park shall be in place only for WCB games and promotional events and shall not be mounted on the fence or gates facing outside said Neighborhood Park. Reader boards shall not be used for advertising commercial products or services other than WCB events, products or services.

ARTICLE 5 - MISCELLANEOUS

Section 5.1 No Additional Fees. Except for the fees and charges imposed on WCB as set forth in the Original Agreement, as amended hereby, or as currently imposed, City will not charge, impose or levy additional fees or charges on WCB for the operations or sales activities in Athletic Park or the Neighborhood Park described in this Agreement, as amended hereby, during the Term of this Agreement.

Section 5.2 No Further Amendments. The terms and conditions of the Use Agreement, except to the extent as modified and amended by this Agreement, shall continue in full force and effect.

Section 5.3 Applicable Law. This Agreement and all the rights and obligations of the parties hereto with respect thereto will be construed in accordance with, and governed by, the laws of the State of Wisconsin.

Section 5.4 Further Assurances. Each of the parties hereto will execute and deliver to the other party hereto such other documents and instruments as may be reasonably required by either party in connection with the performance of this Agreement.

Section 5.5 Counterparts. This Agreement may be signed in one (1) or more counterpart originals, which, when taken together shall constitute the same original.

[DOCUMENT CONTINUES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth above.

WITNESS:

CITY OF WAUSAU

Robert Mielke, Mayor

City Clerk

**WISCONSIN COLLEGE BASEBALL,
LLC**

By: _____
Mark Macdonald, Manager

NORTHWOODS LEAGUE, INC.

By: _____
Richard R. Radatz, Jr., President

SCHEDULE 1

IMPROVEMENTS BY THE CITY

In accordance with the terms and conditions of this Agreement and on or prior to the date listed below, the City agrees to take the actions or make the improvements to the Property or the infrastructure improvements to the area near the Property described as follows:

<u>Action/Improvement</u>	<u>Date</u>
1. Install, or cause the installation of, new Musco outfield lights at the Property, which are paid for by third-parties.	December 31, 2022
2. Purchase and install a new video score board for use at the Property. The City and Developer shall mutually agree to the specifications of the video score board, installation timeline, and usage rules. Developer shall immediately upon demand reimburse the City for the costs and expenses for the purchase and installation of such new video scoreboard that exceed \$50,000.	December 31, 2023
3. Complete a warrant study for the traffic and turning movements at the intersections of 2nd and 3rd Streets at Bridge Street.	December 31, 2021
4. Install a sidewalk with a minimum width of 4 feet along the east side of 3rd Street from the end of the existing sidewalk north of the Property to the intersection of Wausau Ave.	December 31, 2021
6. Provide or create a minimum of 150 new public parking spaces, which may include shared lots and on-street public spaces within the 0.125 mile radius of the Property as shown in blue on the attached Diagram A, for the shared use by visitors to the Property and appropriately signed to indicate their use.	December 31, 2022
7. Document a minimum of 500 public parking spaces within a 0.25 mile radius of the main gate of the Property as shown in yellow on the attached <u>Diagram A</u> , which may include new and existing on-street parking spaces and/or new and existing shared lot spaces that are appropriately signed to indicate their use by visitors to the Property.	December 31, 2024
8. The City shall maintain a minimum number of 500 such public parking spaces throughout the term of the Use Agreement.	Ongoing

DIAGRAM A
TO SCHEDULE 1
OF
DEVELOPMENT AGREEMENT
(Wisconsin Woodchucks)
PUBLIC PARKING AREAS

[Diagram attached to this cover page.]

