



OFFICIAL NOTICE AND AGENDA - AMENDED

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, April 12, 2022 at 6:30 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Patrick Peckham, Michael Martens, Tom Kilian, Tom Neal, Jim Wadinski, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Deb Ryan

*Addendum Item

Call to Order

Pledge of Allegiance / Roll Call / Proclamations

Presentations:	Plaque presentation to outgoing Alderpersons (Mayor)
Public Comment:	Pre-registered citizens for matters appearing on the agenda and other public comment.

File #	CMT	Consent Agenda	ACT
22-0301	COUN	Minutes of previous meetings (3/14/22 & 3/22/22)	Place on file
82-0526	AIR, P&R	Joint Resolution Authorizing execution of lease for Radtke Point Park and Grace Park with City of Schofield	Approved 7-0 Approved 5-0
22-0404	FIN	Resolution Approving contract for the hauling of baled leaves from residential fall leaf collection pick-up program with Olson Paving, Inc.	Approved 4-0
22-0404	FIN	Resolution Approving contract for acceptance of yard waste from the City's Chellis Street yard waste drop-off site with Olson Paving, Inc.	Approved 4-0
22-0405	FIN	Resolution Approving contract for the grinding and removal of brush and brush chips at the City's yard waste drop-off site with Kafka Granite, LLC	Approved 4-0
18-1010	FIN	Ordinance Amending Section 10.01.080 Penalty	Approved 5-0
22-0406	FIN	Resolution Approving Memorandum of Understanding between Marathon County, North Central Health Care and Metro Ride for specialized transportation assistance	Approved 5-0
20-0509	PH&S	Ordinance Creating temporary ordinance Chapter 5.90 Relaxing Certain Code Requirements during COVID-19 Pandemic and Recovery for a period expiring on October 31, 2022, 11:59 pm to provide for COVID-19 temporary outdoor seating areas for restaurants, bars and taverns, authorize City staff review and approval of temporary outdoor seating areas and temporary expansion of licensed premises; temporarily amending Section 9.04.025 Consumption or possession of intoxicants on streets; temporarily amending Special Events Policies and Procedures	Approved 4-0
12-0206	PH&S	Ordinance Amending Section 16.04.037 Rent abatement.	Approved 4-0

File #	CMT	Resolutions and Ordinances	ACT
22-0403		Mayor's Appointments	
22-0108	PH&S	Resolution Approving or Denying Various Licenses as Indicated	Approved 3-1
92-0922	AIR & FIN	Joint Resolution Authorizing execution of First Amendment to Airport Management Agreement	Approved 7-0 Approved 5-0
92-0922	AIR & FIN	Joint Resolution Authorizing execution of First Amendment to Airport Fixed Base Operation Agreement	Approved 7-0 Approved 5-0
00-1017	ED	Resolution Approving new Standard Deed Restrictions for Wausau Business Campus	Approved 5-0
15-0708	ED	Resolution Approving Second Amendment to Development Agreement between City of Wausau and Riverlife Condos, LLC (Mitch Viegut)	Approved 5-0
20-0826	ED	Resolution Approving Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront	Approved 5-0
16-0317	ED	Resolution Approving the WisDOT Transportation Alternatives Program (TAP) grant application to create a section of the Business Campus Trail system between 72nd Avenue and Innovation Way.	Approved 5-0
22-0106	ED	Resolution Approving Termination of recorded Deed Restrictions and Recording Set of Revised Deed Restrictions for 9913 Innovation Way for Badger Liquor	Approved 5-0
21-1109	HR & FIN	Joint Resolution Approving Creation of a Paid Internship Program and Related Budget Modification	Approved 5-0 Approved 5-0
		Suspend Rules 6(B) Filing and 12(A) Referral of Resolutions (2/3 vote required)	
01-0725	COUN	Ordinance Amending Section 1.12.010 City wards, and amending Section 1.12.015 Aldermanic districts	Pending
22-0306	FIN	Resolution Authorizing the Noncompetitive Procurement Process for the PFAS Alternate Temporary Drinking Water Supply, establishing the Coronavirus State and Local Fiscal Recovery Funds Eligible Use and Establishing the Related Budget	Pending

Public Comment & Suggestions

Adjournment

Signed by Katie Rosenberg, Mayor

This meeting is being held in person and via teleconference. The lines of those public members monitoring the meeting will be muted during the meeting. Members of the media and the public may attend in person or by calling

1-408-418-9388 The Access Code is: 2490 045 7776 Password: Wausau1

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

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 4/11/22 @ 12:15 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) 261-6590 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

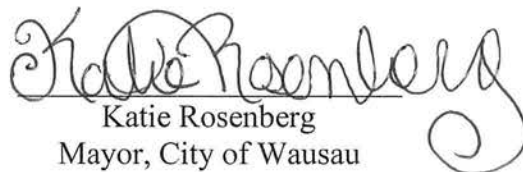
Proclamation

- WHEREAS,** sexual violence is the #1 under reported crime in the United States and is a complex and ongoing problem that violates an individual's safety, dignity, and humanity, and affects hundreds of Wausau residents every year; and
- WHEREAS,** sexual violence causes severe and lasting harm to people of every age, religion, identity, race, culture, and economic and social status; and
- WHEREAS,** 1 in 3 women and 1 in 6 men in Wisconsin have experienced sexual violence in their lifetime, 20% of Wisconsin women are Survivors of rape, and 12% of Marathon County high school students reported being forced to take part in sexual activity; and
- WHEREAS,** by observing Sexual Assault Awareness Month we seek to prevent future violation of our citizens through greater public awareness of the causes and effects of sexual violence, and commit to addressing this problem on every civic level; and
- WHEREAS,** with the unwavering support of the City of Wausau, The Women's Community, and victim service providers in our community, Survivors of sexual violence will be empowered to face their grief, loss, anxiety, injuries, anger, and hope without fear of judgement, and will be understood, heard, and respected; and
- WHEREAS,** through the inspiration, courage, and persistence of sexual violence Survivors, their children, family members, and advocates; local community collaborations and awareness efforts have brought about supportive services for future victims and their children.

NOW, THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim the month of April, 2022 as

SEXUAL ASSAULT AWARENESS MONTH

in the City of Wausau, State of Wisconsin,
and I commend this observance to all citizens.



Katie Rosenberg
Mayor, City of Wausau



Proclamation

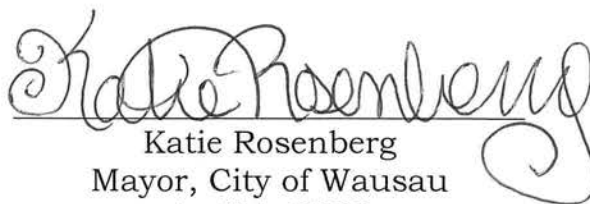
- WHEREAS**, the Hmong are an ethnically and culturally diverse people originally from southern China throughout Southeast Asia, specifically Vietnam, Laos, Thailand, and Myanmar; and
- WHEREAS**, during the Vietnam War, the Central Intelligence Agency and United States Armed Forces recruited, organized, trained, and assisted Hmong forces to support the American war effort, and when the United States withdrew from the region in the early 1970s, the Hmong faced harsh retribution from the communist Vietnamese and Lao governments for their involvement; and
- WHEREAS**, the Hmong people is the City of Wausau's largest minority group, making up about 10% of the city's total population; and
- WHEREAS**, April 7, 2022 will mark the 46th anniversary of the first Hmong family to arrive and call Wausau, Marathon County their home; and
- WHEREAS**, Hmong Americans have lived and worked in Wisconsin for over 46 years, and have greatly contributed to our state's rich history, culture, economy, and public service; and
- WHEREAS**, recognized statewide since 2004, Hmong Heritage Month—formerly Hmong History Month—is as an opportunity for Wisconsinites to reflect on the many sacrifices that the Hmong people have made in service to our country and to celebrate the vibrant, resilient, and diverse culture of Hmong Wisconsinites as an important part of our state's identity; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim April, 2022 as

Hmong Heritage Month

in the City of Wausau, State of Wisconsin, and I commend this observance to all of our city's residents.




Katie Rosenberg
Mayor, City of Wausau
April 1, 2022



Proclamation

WHEREAS, the week of April 11 – 15, 2022, has been designated as National Community Development Week to celebrate the Community Development Block Grant Program; and

WHEREAS, the Community Development Block Grant Program provides annual funding and flexibility to local communities to provide decent, safe and affordable housing, a suitable living environment, and economic opportunities to low- and moderate-income households; and

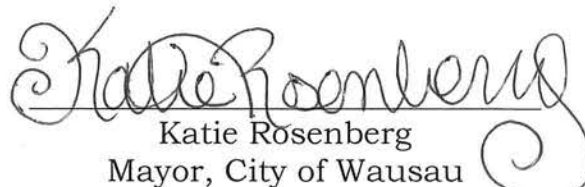
WHEREAS, over the past three years, the City of Wausau received a total of \$1,876,861 in Community Development Block Grant funds and has funded a variety of projects that have directly benefited our citizens and neighborhoods; and

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim April 11-15, 2022 as

National Community Development Week

in the City of Wausau, State of Wisconsin, in support of this valuable program that has made tremendous contributions to the viability of the housing stock, infrastructure, public service, and the economic well-being of our community.

BE IT FURTHER RESOLVED that our community urges Congress and the Biden Administration to recognize the outstanding work being done locally and nationally with CDBG by supporting increased funding for the program FY 2023.



Katie Rosenberg
Mayor, City of Wausau

April 1, 2022

OFFICIAL PROCEEDINGS OF THE SPECIAL MEETING OF THE COMMON COUNCIL

held on Monday, March 14, 2022, in Council Chambers, beginning at 5:15 p.m.,
Mayor Katie Rosenberg presiding.

Roll Call

3/14/2022

Roll Call indicated 10 members present.

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

Public Comment: Pre-registered citizens for matters appearing on the agenda

- 1) Bruce Grau, 1115 N 10th St, spoke on behalf the Poor People's Campaign, stating they have a right to clean and safe water provided by the city government. He requested an aggressive comprehensive approach to identify those most at risk.

Suspend the Rules

3/14/2022

Motion by Watson, second by Wadinski to Suspend Rule 12(A) Referral of Resolutions. Motion carried 10-0.

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

02-0306

3/14/2022

Motion by Larson, second by Kilian to adopt the Resolution of the Common Council Authorizing the Noncompetitive Procurement Process for the PFAS Removal Pilot Study and Alternate Temporary Drinking Water Supply, establishing the Coronavirus State and Local Fiscal Recovery Funds Eligible Use and Establishing the Related Budget.

Maryanne Groat stated Council approved the budget at the last meeting but there were no numbers, or an actual budget line item provided in the resolution. She stated the Federal government has procurement regulations as they pertain to the spending of Federal dollars. She noted the Federal government acknowledges that there are times when you cannot go through a full competitive process, such as in an emergency or situation necessitating a quick response. She commented in the last resolution they authorized hiring Donohue, which was a good rational decision because they had been the engineer of record for the facility and studied our water when developing the plans for the plant. She stated this resolution is specifying the Council considers this an emergency and are therefore setting aside the competitive process, and it strengthens our documentation of the process we went through. There may be a need to purchase from multiple suppliers to get the quantity of bottled water that is PFAS safe and filters that remove PFAS as soon as possible.

Becky McElhaney wanted assurance they are looking at DHS certifications on the filters, not just certifications from manufacturer. Eric Lindman confirmed they are considering are DHS certified filters through NSF and they have also been tested to show removal of PFOA and PFOS.

Deb Ryan felt this situation was a disaster similar to New Orleans except it is strictly water related and questioned if the city was going through the protocol through the County Emergency Management to ask for a disaster designation, informing the Governor and asking for Federal assistance.

Lindman indicated they have asked Emergency Management at both the County and the State level to help us procure certain items. He also spoke to the mayor about requesting direct funds from the State for reimbursement for the Pilot Study and additional studies we are doing. He pointed out there are no PFAS removal drinking water treatment systems in Wisconsin. He stated Wausau is at the forefront of this and the path we are on will make us the first PFAS drinking water treatment system in Wisconsin. The DNR is recognizing this and want adequate studies done as soon as possible.

Sarah Watson stated there was distribution of bottled water through the Neighbors Place on the east side, but questioned if there will be distribution on the west side as well.

Mayor Katie Rosenberg indicated she had a list of 20 other agencies that the United Way is helping us to contact for water, such as the Hmong American Center, the Women's Community, Catholic Charities, and Health First.

Lou Larsson questioned if there was a list of the type of countertop filters the city is going to purchase available for the public to look at, and secondly, if there was a possibility of getting a temporary filtration system to hook up to the water plant until the plant can filter the PFAS. Lindman indicated they were still pursuing that because of the material shortages working with Emergency Management on it, and that he would put the two filters they were proposing to buy online to the city's website.

Deb Ryan stated the city should find a way to make water distribution available during evening and weekend hours as well as daytime hours. Tom Kilian suggested meeting again in the near future to discuss distribution because he has received concerns from senior citizens regarding difficulty in picking up water and/or getting it into a vehicle. Eric Lindman asked that comments from residents be sent to him immediately rather than waiting for a meeting and if there is anything they can do or change on the distribution side they will try to do it as soon as possible. He stated they will announce when the water has arrived and where it can be picked up through press releases, social media, and on the website.

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

Adjourn

3/14/2022

Motion by Watson, second by Wadinski to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 5:43 pm.

Katie Rosenberg, Mayor
Kaitlyn Bernarde, City Clerk

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, March 22, 2022, in Council Chambers, beginning at 6:30 p.m.,
Mayor Katie Rosenberg presiding.

Roll Call

3/22/2022

Roll Call indicated 10 members present.

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

Public Comment: Pre-registered citizens for matters appearing on the agenda

- 1) Steve Frodl, 911 Jackson St, spoke about AmeriCorps and encouraged all to go to the website to learn more. He noted the focus area is education by tutoring and mentoring students.
- 2) Doug Diny, 708 Fulton St, stated the Marathon County Rules Review Committee just implemented a recommendation on public comment regarding what people can say during the public comment portion of board meetings and committee meetings.

Communications:

Organizational Excellence Award given out at the Governor's WEDA Conference to MCDEVCO

Tammy Stratz stated this award came from the Wisconsin Economic Development Association and thanked and congratulated MCDEVCO for all that they do.

Legacy Award through the Governor's Financial Literacy Awards to Pam Anderson

Mayor Rosenberg congratulated Pam Anderson for this lifetime award given to an organization, business, or individual whose purpose and heritage is ingrained and sustained financial literacy and capability.

Consent Agenda

3/22/2022

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

22-0301 Minutes of previous meeting (3/08/22)

22-0307 Joint Resolution of the Airport Committee and the Finance Committee Authorizing the execution of Airport Ground Lease – Keith Mathews

22-0308 Joint Resolution of the Airport Committee and the Finance Committee Authorizing the execution of Airport Ground Lease – MDB Ventures, LLC

22-0109 Final Resolution of the Capital Improvements & Street Maintenance Committee and the Plan Commission Vacating and discontinuing an alley lying north of 410 North 6th Avenue between Oak Street, Cedar Street, N. 6th Avenue and N. 7th Avenue

98-1110 Resolution of the Finance Committee Modifying the Meal Allowance rate and the Employee Professional Development Policy.

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

14-0310

3/22/2022

Motion by Rasmussen, second by Larson to adopt the Resolution of the Capital Improvements & Street Maintenance Committee Approving Application for an Urban Nonpoint Source (UNPS) and Stormwater Management Construction Grant.

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

Motion by Neal, second by Larson to adopt the Ordinance of the Capital Improvements & Street Maintenance Committee Creating Ordinance Section 12.44.070 Installation of Parklets.

Tom Kilian questioned if there was something that could be specified in the ordinance to preclude a situation where a wheelchair must travel against traffic to get to the entry area of the sidewalk, as it was last summer.

Lisa Rasmussen stated the owner of the parklet designed it such that there was a travel lane between the edge of the parklet which did not extend to the edge of the parking space. When they positioned the access isle and the handicapped parking stall next to the parklet there was a safe area of travel for wheelchair traffic that needed to access the ramp. They could travel alongside the parklet and then onto the parklet to get to the ramp. The parklet wasn't big enough to use the entire spot in order to create that area for safe travel.

Kilian disagreed that it created a safe lane of travel and did not feel it was acceptable or sufficient. He indicated he asked last summer that the spot be placed in the middle of the block so as not to create that situation.

Rasmussen stated there has been two meetings since the parklet season ended last summer to vet any stakeholder concerns and consider the permanent design in the event other business owners want one. She stated they were not aware there was an ongoing conflict between handicapped access and the parklet. There had been discussion when the parklet was originally planned about moving the curb cut for the access ramp to mid-block, if needed, or the parklet could be shifted and the access isle and handicapped parking stall could be moved. She noted the owner of the parklet was amenable to any of those options. She stated if adjustments need to be made before the parklet is put back out this spring, they can work that out when the permit is issued. Kilian stated the mid-point access is what will be required to alleviate that risky situation.

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

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

Motion by Watson, second by Herbst to adopt the Resolution of the Finance Committee Approving the 2021 budget modification to fund Recycling Fund Deficit.

Lou Larson stated he did not have enough information from the minutes or in the packet to vote on this item. Maryanne Groat explained there are three activities that take place in the Recycling Fund: the curbside collection, the yard waste site operation, and the leaf pickup. She stated it is easy to budget for curbside collection because we have a contract with the hauler and the yard waste site is also a relatively easy computation. She indicated there are some difficulties in estimating the leaf pickup because it is done by city staff, and we budget for DPW salary in the General Fund for most operations, such as snow removal and street maintenance. The leaf pickup component takes place in the Recycling Fund, so DPW employees track their time when doing pickup to be charged to that fund. Depending on how quickly the leaves fall or how soon winter comes their hours vary from a lot to a little, so we can only estimate. If they are not being paid in the Recycling Fund then they are being paid out of the General Fund, so we have budgeted sufficient money for staff time, it is just in the wrong place. The estimate was for 200 hours for leaf pickup, and they used 220; the other 20 hours are still sitting in the General Fund, so this transfers it to the Recycling Fund to match where the expenses were incurred. Groat explained the reason leaf pickup was put in the Recycling Fund is that is an eligible activity for the Recycling Grant because it keeps the leaves out of the land fill.

Lisa Rasmussen pointed out this is not new spending, so whether you pay those same workers to remove snow, sweep streets, or pickup leaves they earn the same pay from the budget we've already approved. The transfer is for the sake of transparency where we move money between line items so that the expense is in the proper category.

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

21-1109

3/22/2022

Motion by Martens, second by Watson to adopt the Resolution of the Finance Committee Approving the 2022 budget modification to fund the 2022 sidewalk project.

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

21-1109

3/22/2022

Motion by Rasmussen, second by Herbst to adopt the Resolution of the Finance Committee Approving renewal of leaf baling equipment contract with Baumann Lawn Care & Landscaping LLC and amendment of terms and sole source justification.

Lou Larson stated this may be a good time for the city to look at alternative more effective ways for leaf pickup. He commented the current leaf blowing process is very cumbersome and requires a lot of man hours and equipment and he felt that in his district it results in more of a mess than it is worth. The streetsweeper does not come through and the mess is safety hazard to bicycles and motorcycles. He wondered if this was a good time to look at a cleaner more effective way to do the job.

Lisa Rasmussen stated CISM looked at the method a couple of years ago when we switched over to the baling process. It allows the leaves to be sent away for compost which is environmentally friendly. She stated they it is supposed to be a two-step process where they come back a second time and any residual should be swept. Doing it this way the city does not have to own the equipment, which is more cost effective.

Larson indicated he would not support it because he believed with today's technology there has got to be a better way and because they don't come back through and clean up the mess.

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

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

Suspend the Rules

3/22/2022

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

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

07-0725

3/22/2022

Motion by Martens, second by Neal to adopt the Ordinance of the Common Council Amending Section 1.12.010 City wards, and amending Section 1.12.015, Aldermanic districts.

Kaitlyn Bernarde, City Clerk, stated she was notified late last week that a Wisconsin Assembly District line cuts through the city's Ward 3 on the new legislative maps following redistricting from the 2020 Census. She explained state statutes provide that if a state map splits a local municipal district, a new ward needs to be created. This ordinance amendment would both create Ward 24 and update the census blocks and tracts. She noted an annexation also took place after redistricting was approved creating ward 23 that will be added to the code. Mayor Rosenberg pointed out this change will not affect the April election. Bernarde confirmed the statute requires that any ward adjustments must be done at least 30 days before an election, so this will go into effect after the April election, but this does need to be completed before April 10, 2022, which is why it is on tonight's agenda. She noted should the legislative and congressional maps get struck down in the courts we will have to amend the ordinance in the future.

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

Motion by Rasmussen, second by Larson to adopt the Resolution of the Finance Committee Approving the Budget Modification for the Purchase of Seven Buses through the VW State of Wisconsin Grant Assistance Program and Transit Reserves.

Lisa Rasmussen explained this approves a purchase the Council previously approved in 2018, but between acquisition and the pandemic they did not get them all. This re-establishes the grant funding needed to continue those purchases for Metro Ride.

Lou Larson questioned after the purchase is complete will Metro be able to offer the ability to branch out the routes, such as out to Weston or even to Brockmeyer Park/Jojo's Jungle.

Becky McElhaney, Chair of Transit, explained per state law we cannot go outside the municipality unless the other municipality contributes funding. She stated we are doing a five-year Transit Development Plan (TDP) with consultants from out of state. A survey was out for the public that had a great response. She indicated they do have other municipalities at the table for discussion during the TDP: Rib Mountain, Weston, and Rothschild. She stated they understand there are plenty of gaps in service and are looking at that through the TDP. She pointed out Metro Ride is currently down eight bus drivers, which is a major problem. We can't increase any routes and may even have trouble keeping our current routes if we keep losing drivers.

Megan, Metro Ride, clarified this does not add vehicles to the fleet, it replaces them. The VW Grant settlement requires us to dispose of seven buses that are past their useful life in order to gain these seven new buses.

Pat Peckham pointed out the buses coming are standard and certain features will have to be added for local customization of the buses and that is what the additional funds are for.

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

03-0306

3/22/2022

Motion by Rasmussen, second by Herbst to adopt the Resolution of the Finance Committee Authorizing the write off of certain uncollectible delinquent personal property tax accounts from the City's accounting records.

Maryanne Groat explained this is something we do prior to April 1st annually, whereby state law allows us to take any delinquent personal property and charge it back to the school district, county, and technical college because they are getting paid for their full amount. It basically allows us to share that delinquency with them. She noted the City Attorney's Office has been sending out debt collection letters to these businesses and has collected approximately \$3,000 to \$4,000 and will continue to attempt to collect.

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

Public Comment or Suggestions

None

Adjourn

3/22/2022

Motion by Watson, second by Larson to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 7:15 pm.

Katie Rosenberg, Mayor
Kaitlyn Bernarde, City Clerk

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

**JOINT RESOLUTION OF AIRPORT COMMITTEE
AND PARKS AND RECREATION COMMITTEE**

Authorizing execution of lease for Radkte Point Park and Grace Park with City of Schofield

Committee Action: Airport: Approved 7-0
 Parks & Rec: Approved 5-0

Fiscal Impact: Annual amount equivalent to the annual operations and maintenance costs of the Premises to be paid by in kind operations and maintenance services performed by the City of Schofield.

File Number: 82-0526

Date Introduced: April 12, 2022

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau is the owner of certain premises which are a part of the City of Wausau Downtown Airport (“Airport”); and

WHEREAS, these premises have been developed and maintained for park purposes and are named Radtke Point Park (“Radtke Park”) and Grace Park (“Grace Park”); and

WHEREAS, these premises are not presently used by the Airport for airport purposes, and have not been in use for airport purposes since 1968 in the case of Radtke Park and 1982 in the case of Grace Park; and

WHEREAS, the premises immediately adjoin the municipal boundaries of the City of Schofield; and

WHEREAS, the City of Schofield has used the premises for city parks for its residents and desires to continue to do so; and

WHEREAS, the premises have been the subject of a lease between the City of Wausau and the City of Schofield to comply with State of Wisconsin Bureau of Aeronautics and Federal Aviation Administration regulations and guidelines for the non-aeronautical use of airport property; and

WHEREAS, the lease has expired and it is necessary to renew it to keep the current use of the property in compliance with these regulations and guidelines; and

WHEREAS, the lease provides for a two (2) year term to commence retroactively on March 10, 2022, subject to a ninety (90) day termination provision by either party and a rent in an annual amount equivalent to the annual operations and maintenance costs of the premises to be paid by in kind operations and maintenance services performed by the City of Schofield, such services having been valued at \$4,500.00 for the calendar year 2021, and which will vary on an annual basis depending upon changing operational needs and costs; and

WHEREAS, your Airport Committee, at their March 16, 2022, meeting recommended that the lease, a copy of which is attached hereto and incorporated herein as "Exhibit 1" be approved; and

WHEREAS, your Parks and Recreation Committee, at their April 4, 2022, meeting recommended that the lease, a copy of which is attached hereto and incorporated herein as "Exhibit 1" be approved; and

WHEREAS, the City of Schofield has executed the copy of the attached lease.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that the Mayor is hereby authorized and directed to execute the two (2) year agreement for lease of Radtke Park and Grace Park, a copy of which is attached hereto and incorporated herein as "Exhibit 1."

Approved:

Katie Rosenberg, Mayor

AIRPORT COMMITTEE

Date and Time: Wednesday, March 16, 2022 @ 6:00 pm, in the Council Chambers

Members Present *in person*: Lisa Rasmussen (VC), Jim Wadinski, Doug Diny, Fred Prehn, Dennis Seitz, Lou Larson, and Members Present *by WebEx*: Pat Peckham

Others Present: John Chmiel, Angela Uhl, Nathan Miller, Maryanne Groat

Discussion and Possible Action Regarding Renewal of Radtke Point Park Lease with the City of Schofield

Rasmussen stated originally there was a fair amount of legal research done to draft a contract satisfactory both to the parties involved and to the FAA and the bureau. The contract basically states that park purposes are a great use, but, if necessary, the site can be reclaimed for airport purposes. This satisfies the regulatory agencies that oversee the airport operations. She stated it is time to renew the contract and questioned if there were any substantial changes. Attorney Nathan Miller indicated it was a renewal and the services increased \$500 since 2019.

Motion by Larson, second by Prehn to approve the Radtke Point Park Lease with the City of Schofield. Motion carried 7-0.

Discussion and Possible Action Regarding Renewal of Grace Park Lease with the City of Schofield

Rasmussen stated this is the same as the previous item. Miller clarified the one lease covers both parks.

Motion by Prehn, second by Seitz to approve the Grace Park Lease. Motion carried 7-0.

DRAFT

CITY OF WAUSAU – PARK AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: April 4, 2022 at 4:30 p.m. Location: Council Chambers, City Hall

Members Present: Tom Kilian-(via webex), Lou Larson, Tom Neal, Pat Peckham (c), Sarah Watson

Others Present: Jamie Polley-Director, John Kahon-City Forester

1. In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. A quorum was present and the meeting was called to order by Chairman Peckham at 4:30pm.
2. Public Comment – none brought forward
3. Approval of Minutes – March 7, 2022 – **Motion** by Larson, second by Watson to approve the Park and Recreation Committee draft March 7, 2022 minutes. Motion **carried** by voice vote, vote reflected as 5-0.
4. Discussion and Possible Action Approving an Agreement with MSA Professional Services to Update the 2017-2021 City Comprehensive Outdoor Recreation Plan – Polley explained the most recent plan on file is 2017-2021 and the updated CORP will be for 2022-2026. MSA had updated the County CORP in 2019 and the goal is to have uniform documents to make them easy to utilize by staff. Eventually the goal is to have one outdoor recreation plan for the Wausau and Marathon County park system. MSA has submitted a proposal that will update all areas of the City CORP and provide usable information and estimates for infrastructure needs and maintenance. It will include capital and staffing needs and cost estimates. Discussion followed. **Motion** by Larson, second by Neal to approve the agreement with MSA Professional Services to Update the City of Wausau Comprehensive Outdoor Recreation Plan for 2022-2026. Motion **carried** by voice vote, vote reflected as 5-0.
5. Discussion and Possible Action Authorizing the Execution of Lease for Radtke Point Park and Grace Park with the City of Schofield – The lease between the City of Wausau and the City of Schofield for Radtke Point Park and Grace Park expired on March 10, 2022. The City Attorney's office has been working with the City of Schofield to renew the leases. The leases were approved by the Airport Committee on March 16, 2022. **Motion** by Neal, second by Larson to recommend to City Council the authorization of the execution of the lease for Radtke Point Park and Grace Park. Motion **carried** by voice vote, vote reflected as 5-0.

**LEASE AGREEMENT
RADTKE POINT PARK/GRACE PARK**

THIS AGREEMENT OF LEASE, made this ____ day of _____ 2022 (“Lease”), between the City of Wausau, a municipal corporation, located in Marathon County, Wisconsin, hereinafter referred to as “LESSOR,” and the City of Schofield, a municipal corporation, located in Marathon County, Wisconsin, hereinafter referred to as “LESSEE;”

RECITALS

WHEREAS, LESSOR and LESSEE enter into this Lease pursuant to the intergovernmental cooperation provisions of Wis. Stat. §66.0301; and

WHEREAS, the LESSOR is the owner of certain premises further described on Exhibit A (“Premises”) attached hereto and incorporated herein which is part of the Wausau Downtown Airport; and

WHEREAS, said Premises are presently not in use for airport purposes; and

WHEREAS, said Premises have been developed and maintained for park purposes since at least 1968 and 1982 respectively and have been named Radtke Point and Grace Park since their dedication as park land; and

WHEREAS, the LESSOR desires to maintain and preserve these Premises for the future needs and development of the Wausau Downtown Airport; and

WHEREAS, the parties for the benefit of the residents of their respective community wish to more fully express their intent as to the maintenance, improvements, and responsibilities associated with said park land.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is covenanted and agreed, between the parties as follows:

1. Term/Commencement. Subject to the termination provisions contained in paragraph 11 of this Lease, LESSOR hereby leases to LESSEE the “Premises,” for a term of two (2) years. This Lease shall retroactively commence on March 10, 2022.
2. Fees. LESSEE shall be liable to LESSOR, for rent in an annual amount equivalent to the annual operations and maintenance costs of the Premises, such amount to be paid by in kind operations and maintenance services performed by LESSEE. Such services were valued at \$4,500.00 in 2021 and will vary on an annual basis depending on changing operational needs and costs. It being the express intent of the parties that LESSEE shall not pay monies at any time to LESSOR for fees or rent during the term of the Lease.
3. Use. LESSEE shall use the Premises exclusively as a public park. LESSEE agrees to cooperate with LESSOR in coordinating scheduled uses of the Premises with LESSOR’S airport management activities to avoid or minimize disruption to the operations of the airport. LESSEE shall further permit LESSOR occasional use and occupancy of the Premises, including the use and occupancy of the Premises for City of Wausau public events,

LESSOR's airport management activities, and in the event of an emergency. LESSOR agrees to notify LESSEE of such airport management activities and associated requirements or its intention to use and occupy the Premises no less than 60 days in advance of the activity or use and occupancy except in the cases of aeronautical safety and security concerns in which case LESSOR shall give such notice as is practicable under the circumstances. In the case of actual use and occupancy of the Premises by LESSOR, LESSOR shall be responsible for the associated costs of such use and occupancy by LESSOR including repair of damage occurring as a result of its use and occupancy of the Premises.

4. Improvements. LESSEE shall not be allowed to make any improvements to the Premises without the prior written consent of the LESSOR, however LESSEE shall be solely responsible for all expenses related to the construction and maintenance of the improvements and shall not engage in any use or development of the Premises which would conflict with normal airport operations or impede development or operation of airport maintenance access ways. LESSEE shall provide the LESSOR with 60 days advance notice of its requested improvements, together with a statement of the costs of such improvements.

5. Restrictions on Use.

A. LESSEE expressly agrees to prevent any use of, or activities on the Premises which would interfere with or be a hazard to the flight of aircraft over the Premises, or to and from the airport, or interfere with air navigation and communication facilities presently or in the future serving the airport and specifically agrees not to permit the height of any structure, object of natural growth, or other obstruction to exceed height limits established in Title 49, Part 77 of the Code of Federal Regulations as shown on the map attached as Exhibit B, which is hereby incorporated herein by reference as if set forth at length. All costs of complying with said height limits shall be borne by LESSEE.

B. LESSEE shall not create any hazard which would interfere with the use of or the safety of air traffic at the Wausau Downtown Airport or which is contrary to the regulations of the Federal Aviation Administration, the laws and regulations of the State of Wisconsin, and/or ordinances of the City of Wausau.

C. All use, occupancy, maintenance and operation of the Premises by LESSEE and LESSOR shall be in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, -Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended; and pursuant to Section 30, Civil Rights (49 U.S.C. 1730) of the Airport and Airway Development Act Amendments of 1976, as well as all other applicable federal, state and local laws.

6. Maintenance. LESSEE shall protect, maintain and operate the Premises, including any improvements, in good condition and in accordance with all applicable federal, state and local laws, including but not limited to the provisions of the ordinances of the City of Wausau pertaining to the maintenance of any such Premises, at the sole cost of LESSEE. LESSOR will inspect the Premises with a representative of LESSEE each year to identify any possible maintenance issues.

With respect to Radtke Point Park, LESSEE shall take such steps as are reasonable and prudent to protect the shoreline of the Premises at Radtke Point Park from further soil erosion by users of such Premises.

7. Right of Entry. LESSOR shall have free access and the right of entry to the Premises at all reasonable times for the purpose of examining or investigating the condition thereof, in order to exercise any right or power reserved to LESSOR under the terms and provisions of this Lease.

8. Assignment. LESSEE shall not sell or assign this Lease or sublet the Premises or any part thereof. This non-assignment provision does not prohibit LESSEE from renting portions of the Premises on short-term basis (one day or less) to individuals for special events, i.e., weddings, family reunions, and etc.

9. RISK ALLOCATION.

A. Immunity. Both parties are governmental entities entitled to governmental immunity under law, including Section 893.80, Wis. Stats. Nothing contained herein shall waive the rights and defenses to which each party may be entitled under law, including all of the immunities, limitations, and defenses under Section 893.80, Wis. Stats or any subsequent amendments thereof.

B. Responsible for Own Actions. LESSOR and LESSEE shall bear the risk of its own actions, as it does with its day-to-day operations.

C. Employee Claims. The employees of LESSOR and LESSEE shall be covered by his or her employing municipality for purposes of worker's compensation, under ch. 102, Wisconsin Statutes, unemployment insurance, and benefits under ch. 40 Wisconsin Statutes. Both parties waive subrogation rights each may have against the other party for claim payments under ch. 102, Wisconsin Statutes.

D. Insurance. LESSOR and LESSEE shall each maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of this Agreement.

E. Survival of Obligations. The obligations set forth in this paragraph shall survive the termination or expiration of this Agreement.

10. Indemnification and Release. LESSEE shall defend, indemnify and hold harmless LESSOR, its employees, agents, and elected and appointed officials from and against all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against the LESSOR, its employees, agents, and/or elected or appointed officials by reason of any injury or death to any person, or loss, damage, or destruction of any property or loss of use thereof, or otherwise arising as a result of the acts or omissions of LESSEE under this Lease.

The LESSOR shall defend, indemnify and hold harmless LESSEE, its employees, agents, and elected and appointed officials from and against all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against the LESSEE, its employees, agents, and/or elected or appointed officials by reason of any injury or death to any person, or loss, damage, or destruction of any property or loss of use thereof, or otherwise arising as a result of the acts or omissions of LESSOR under this Lease.

LESSEE hereby releases the LESSOR, its employees, agents, and elected and appointed officials from and against all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which may arise as a result of the acts or omissions of LESSEE under this Lease.

LESSOR hereby releases the LESSEE, its employees, agents, and elected and appointed officials from and against all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which may arise as a result of the acts or omissions of LESSOR under this Lease.

11. Termination of Lease. Either party shall have the right to terminate this Lease upon ninety (90) days written notice to the other party, which will allow LESSEE sufficient opportunity to remove any improvements it may have made, at any time during the term of this Lease and for any reason whatsoever, including but not limited to LESSOR's determination, at its sole discretion, that the Premises are required for airport purposes. Upon expiration of this period, any improvements not removed by LESSEE shall remain the property of the LESSOR without any cost to or further action by LESSOR. Upon such removal, LESSEE shall repair and restore the Premises to a safe and sightly condition. Any physical alterations or improvements to the land itself, such as landscaping, changes in topography or the like shall not be removed by LESSEE.

12. Grant Assurance and State Aid. LESSEE shall comply or take all steps necessary to enable LESSOR to comply with the requirements of current and future federal grant assurances and conditions of state aid.

13. Amendments. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

14. Notices. All notices required by this Lease shall be in writing and personally delivered or sent First Class Mail to LESSOR, in care of the City Clerk, City Hall, 407 Grant Street, Wausau, Wisconsin 54403, and to LESSEE in care of the City Clerk, City Hall, 200 Park Street, Schofield, Wisconsin 54476.

15. Survival. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Lease, as well as all continuing obligations will survive termination or expiration of this Lease.

16. Severability. If any portion of this Lease shall become illegal, null or void or against public policy, for any reason, or shall be held to be invalid or unenforceable by any court of competent jurisdiction, the remaining portions of this Lease shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

17. Waiver. The failure of either party to enforce any of the provisions of this Lease shall not be construed as a waiver of such provision or of the right of the party thereafter to enforce each and every such provision.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on the date first above written.

CITY OF WAUSAU (LESSOR)

Witness

BY _____
Katie Rosenberg, Mayor

Attest:

Witness

Kaitlyn Bernarde, City Clerk

CITY OF SCHOFIELD (LESSEE)

Witness

BY _____
Kregg Hoehn, Mayor

Witness

Lisa Quinn, Clerk/Treasurer

RESOLUTION OF THE FINANCE COMMITTEE

Approving contract for the hauling of baled leaves from residential fall leaf collection pick-up program with Olson Paving, Inc.

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 22-0404

Date Introduced: April 12, 2022

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City had a five (5) year contract with Olson Paving, Inc. (“Olson”) that expired at the end of the Fall 2021 season for the hauling of baled leaves resulting from the residential fall leaf collection pick-up program; and

WHEREAS, under that contract Olson performed all work and provided all labor, materials, equipment and transportation services required to haul away leaves baled by the City and which it placed on Olson’s trucks or tractors and trailers; and

WHEREAS, Olson agrees to comply with all Wisconsin Department of Natural Resources requirements and other federal, state and local requirements relative to the storage, processing and utilization of the baled leaves; and

WHEREAS, the City continues to require these services in order to effectively manage the baled leaves resulting from the fall leaf collection pick-up program; and

WHEREAS, Olson will pay to the City the sum of \$0.11 per bale of leaves loaded onto its trucks or tractors and trailers and provide the City with a hold harmless, and other assurances required by the City; and

WHEREAS, your Finance Committee, at their February 8, 2022, meeting, discussed and recommends entering into another five-year contract with Olson as a sole source purchase of service.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that it hereby approves the five-year contract for the hauling of baled leaves resulting from the residential fall leaf collection pick-up with Olson Paving, Inc. in substantially the same form as that attached hereto and made a part hereof and authorizes the proper city officials to execute the hauling of baled leaves contract.

Approved:

Katie Rosenberg, Mayor

**AGREEMENT FOR ACCEPTANCE OF
YARD WASTE MATERIAL**

This Agreement made this _____ day of _____, 2022
, by and between the City of Wausau, a municipal corporation of the State of Wisconsin ("City"), and Olson Paving, Inc., a Wisconsin corporation ("Contractor").

WHEREAS, City currently has an ordinance requiring separation of yard waste from recyclable and non-recyclable solid waste by all residents of City, and

WHEREAS, Contractor agrees to accept yard waste from the City's Chellis Street yard waste drop-off site ("Drop-Off Site) and some of the leaves from City's fall leaf pick-up program and to utilize and/or process the yard waste in strict accordance with a solid waste processing facility plan or land-spreading plan as approved by the Wisconsin Department of Natural Resources (DNR) and other applicable state, federal, and local regulations, ordinances, and guidelines, and

WHEREAS, such yard waste is beneficial to Contractor's agricultural, landscaping, composting, and other operations, and

WHEREAS, City desires to be protected from problems which might result from disposal of or processing of the yard waste, and Contractor, in return for the yard waste, agrees to provide the City with a hold harmless and other assurances required by the City.

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

1. Contractor agrees to accept from City, yard waste generated by City residents deposited at the Drop-Off Site, and delivered to and deposited by the City at property owned by Contractor located at **237502 County Road W, Wausau, WI** ("Contractor Yard Waste Site"). "Yard Waste" is defined as waste or material consisting of solely vegetative matter such as grass clippings, leaves, pine needles, yard and garden debris, and brush and branches less than one inch in diameter, sawdust, wood chips and other organic products generated from residential exterior yards and gardens. Yard Waste does not include branches greater than one inch in diameter, tree limbs, tree stumps or intact root balls.
2. Contractor recognizes that there is value in this Yard Waste and that Contractor is receiving this value in exchange for acceptance of the Yard Waste. City agrees to pay Contractor the sum of \$0.00 (per year or per cubic yard) to accept and process Yard Waste from the Drop-Off Site and any leaves from the City's leaf pick-up that may (at City's option) be delivered to Contractor at the Contractor Yard Waste Site. The City will be responsible for the delivery of any Yard Waste to the Contractor Yard Waste Site. The City is not obligated to deliver any minimum amount of Yard Waste to Contractor under this Agreement and the City may also contract with other contractors for this service in its discretion, and as might be prudent, to manage the Yard Waste at the Drop-Off Site.
3. Contractor agrees to comply with all Wisconsin Department of Natural Resources requirements and other federal, state and local requirements relative to the storage, processing, and utilization of the Yard Waste and any byproduct materials.
4. Contractor agrees to provide an all-weather, year-round truck access to the Contractor Yard Waste Site for City trucks from March 15 through December 1 of each year of this Agreement. Maintenance of said access is the sole responsibility of Contractor.

5. Contractor hereby agrees to indemnify, defend, release and hold harmless the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed or alleged to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or its agents or anyone acting under its direction or control or on its behalf arising out of, in connection with, or relating to this Agreement, including but not limited to liability for environmental damage, as a result of and/or due to the presence of the Yard Waste on the Contractor Yard Waste Site.
6. Contractor shall carry, at its own expense during the term of this Agreement commercial general liability insurance with a minimum liability coverage of \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate; umbrella liability providing coverage at least as broad as the underlying commercial general liability with a minimum limit of \$2,000,000.00 each occurrence and \$2,000,000.00 aggregate; and, shall provide Workers' Compensation as required by the State of Wisconsin. Contractor shall provide the City with a Certificate of Insurance certifying such coverage is in effect and naming the City its officers, council members, agents, employees and authorized volunteers as additional insureds prior to accepting Yard Waste under this Agreement. Such insurance must be primary and non-contributory to any insurance or self-insurance carried by the City.
7. This term of this Agreement shall be five (5) years commencing on the date first written above and may be terminated for the convenience of either party upon six month's prior written notice. Such notice shall be delivered in person or sent as directed below by certified mail:
- | | |
|---|----------------------------------|
| TO CITY: | TO CONTRACTOR: |
| Kaitlyn Bernarde, Clerk
City Hall
407 Grant Street
Wausau, WI 54403-4783 | _____

_____ |
8. This Agreement shall be binding on the parties, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any change in any provision of this Agreement may only be made by a written amendment, signed by the duly authorized agent who executed this Agreement.
9. In the event either party is rendered unable, in whole or in part, to perform its duties or obligations hereunder as a result of acts of God, authority of laws, strikes, lockouts, labor disputes, riots or other causes beyond its control, it shall notify the other party of such event in writing and the obligations of such party may be suspended during the continuation of any inability to perform so caused by such event.
10. The parties represent and warrant that they have obtained all authorizations and approvals necessary to enter into this Agreement and that the undersigned individual(s) acting on behalf of each party have been duly authorized to execute this Agreement on behalf of the respective party.

12. The failure of either party to enforce any of the provisions of this Agreement in whole or in part shall not be construed as a waiver of such provision or the right of the party thereafter to enforce each and every such provision.
13. During the term of this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex (including pregnancy, sexual orientation, or gender identity), physical condition, disability, sexual orientation (defined in s. 111.32(13m), Wis. Stats.) or national origin, arrest record or conviction record. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of age, race, religion, color, disability, sex (including pregnancy, sexual orientation, or gender identity), or national origin.
14. This Agreement may be executed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Agreement may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as an original. Copies of this Agreement, fully executed, shall be as valid as an original.
15. Contractor shall assist City in complying with any public record request in connection with this Agreement submitted to City pursuant to the Wisconsin Public Records Law, Wis. Stats. §§19.31 – 19.39.
16. Neither party may assign this Agreement, or any of the services provided hereunder, without the express written approval of the other party. The approval of the City may be manifested only by a resolution adopted by a majority of the Common Council. All of the services required hereunder will be performed by Contractor and employees of Contractor.
17. This Agreement shall be governed by and construed under the laws of the State of Wisconsin and venue for any legal action between the parties shall be in the Marathon County Circuit Court.
18. It is mutually agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

CITY OF WAUSAU:

BY: _____
Katie Rosenberg, Mayor

BY: _____
Kaitlyn Bernarde, Clerk

CONTRACTOR: Olson Paving, Inc.

BY: _____
(Contractor signature)

BY: _____
(Contractor, print)

**AGREEMENT FOR HAULING
BALED LEAVES FOR CITY
FALL LEAF PICK-UP**

This Agreement made this _____ day of _____, 2022, by and between the City of Wausau, a municipal corporation of the State of Wisconsin ("City"), and Olson Paving, Inc., a Wisconsin corporation ("Contractor").

WHEREAS, City has a fall leaf collection pick-up program ("Fall Leaf Pick-Up") for its residents in which residents place leaves into the gutters on city streets at certain designated times depending upon the location of their residences during the months of October and November to be picked up and disposed of by the City, and

WHEREAS, Contractor agrees to accept baled leaves from the City's Fall Leaf Pick-Up and to utilize and/or process the baled leaves in strict accordance with a solid waste processing facility plan or land-spreading plan as approved by the Wisconsin Department of Natural Resources (DNR) and other applicable state, federal, and local regulations, ordinances, and guidelines, and

WHEREAS, such baled leaves are beneficial to Contractor's agricultural, landscaping, composting, and other operations, and

WHEREAS, City desires to be protected from problems which might result from disposal of, or processing of the baled leaves, and Contractor, in return for the baled leaves, agrees to provide the City with a hold harmless and other assurances required by the City.

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

1. Scope of Work.
 - (a) Contractor agrees to perform all work and provide and furnish all labor, materials, equipment, necessary tools, expendable equipment and all utility and transportation services required to haul away baled leaves from the City's annual Fall Leaf Pick-Up from approximately mid-October to mid-November each year during the term of this Agreement. The provision of equipment by Contractor includes but is not limited to the supply of large trucks or tractors and trailers in sufficient numbers and size to keep up with the leaf baling and loading operations of the City. The Contractor's trucks or tractors and trailers will follow and accompany the City's equipment at the same time as the City conducts the leaf baling operations. Contractor recognizes that the time frame for performing such services each year will vary depending upon seasonal and local weather conditions.
 - (b) The City will perform the services necessary to bale the leaves from the Fall Leaf Pick-Up and load the bales onto the trucks or tractors and trailers supplied by the Contractor. The size of the bales will be approximately 3'x3'7'. The bales will be the responsibility and the sole property of the Contractor at the time the bales are loaded onto the Contractor's vehicles.
2. Compensation. Contractor will pay the City \$0.11 per bale of leaves loaded onto its trucks or tractors and trailers. There will be no payment for standby time from the City to Contractor as it follows and accompanies the City's equipment during the conduct of its leaf baling operations. The City will load the bales onto Contractor trucks or tractors and trailers at no cost to the Contractor.
3. Contractor agrees to comply with all Wisconsin Department of Natural Resources

requirements and other federal, state and local requirements relative to the storage, processing, and utilization of the baled leaves.

4. Contractor hereby agrees to indemnify, defend, release and hold harmless the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed or alleged to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or its agents or anyone acting under its direction or control or on its behalf arising out of, in connection with, or relating to this Agreement, including but not limited to liability for environmental damage.

6. Contractor shall carry, at its own expense during the term of this Agreement commercial general liability insurance with a minimum liability coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate per project; umbrella liability providing coverage at least as broad as the underlying commercial general liability with a minimum limit of \$2,000,000.00 each occurrence and \$2,000,000.00 aggregate; automobile liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000.00 combined single limit per accident for Bodily Injury and Property Damage; and, shall provide Workers' Compensation as required by the State of Wisconsin. Contractor shall provide the City with a Certificate of Insurance certifying such coverage is in effect and naming the City, its officers, council members, agents, employees and authorized volunteers as additional insureds prior to beginning work under this Agreement. All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City. Each policy shall state or be endorsed to state that coverage shall not be canceled by the insurance carrier or the Contractor except after sixty (60) days (10 days for non-payment of premium) prior written notice by U.S. mail to the City.

7. This term of this Agreement shall be five (5) years commencing on the date first written above and may be terminated for the convenience of either party upon six month's prior written notice. Such notice shall be delivered in person or sent as directed below by certified mail:

TO CITY:

Kaitlyn Bernarde, Clerk
City Hall
407 Grant Street
Wausau, WI 54403-4783

TO CONTRACTOR:

8. This Agreement shall be binding on the parties, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any change in any provision of this Agreement may only be made by a written amendment, signed by the duly authorized agent who executed this Agreement.

9. In the event either party is rendered unable, in whole or in part, to perform its duties or obligations hereunder as a result of acts of God, authority of laws, strikes, lockouts, labor disputes, riots or other causes beyond its control, it shall notify the other party of such event in writing and the obligations of such party may be suspended during the continuation of any inability to perform so caused by such event.

10. The parties represent and warrant that they have obtained all authorizations and approvals necessary to enter into this Agreement and that the undersigned individual(s) acting on behalf of each party have been duly authorized to execute this Agreement on behalf of the respective party.
12. The failure of either party to enforce any of the provisions of this Agreement in whole or in part shall not be construed as a waiver of such provision or the right of the party thereafter to enforce each and every such provision.
13. During the term of this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex (including pregnancy, sexual orientation, or gender identity), physical condition, disability, sexual orientation (defined in s. 111.32(13m), Wis. Stats.) or national origin, arrest record or conviction record. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of age, race, religion, color, disability, sex (including pregnancy, sexual orientation, or gender identity), or national origin.
14. This Agreement may be executed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Agreement may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as an original. Copies of this Agreement, fully executed, shall be as valid as an original.
15. Contractor shall assist City in complying with any public record request in connection with this Agreement submitted to City pursuant to the Wisconsin Public Records Law, Wis. Stats. §§19.31 – 19.39.
16. Neither party may assign this Agreement, or any of the services provided hereunder, without the express written approval of the other party. The approval of the City may be manifested only by a resolution adopted by a majority of the Common Council. All of the services required hereunder will be performed by Contractor and employees of Contractor.
17. This Agreement shall be governed by and construed under the laws of the State of Wisconsin and venue for any legal action between the parties shall be in the Marathon County Circuit Court.

[THIS SECTION INTENTIONALLY LEFT BLANK]

18. It is mutually agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

CITY OF WAUSAU:

BY: _____
Katie Rosenberg, Mayor

BY: _____
Kaitlyn Bernarde, Clerk

CONTRACTOR: Olson Paving, Inc.

BY: _____
(Contractor signature)

BY: _____
(Contractor, print)

RESOLUTION OF THE FINANCE COMMITTEE

Approving contract for acceptance of yard waste from the City's Chellis Street yard waste drop-off site with Olson Paving, Inc.

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 22-0404

Date Introduced: April 12, 2022

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City currently has an ordinance requiring separation of yard waste from recyclable and non-recyclable solid waste by all residents of the City; and

WHEREAS, the City operates a yard waste drop-off site at 105 E. Chellis Street ("Drop-Off Site") to enable City residents to dispose of yard waste generated at their properties; and

WHEREAS, "Yard Waste" is defined as waste or material consisting of solely vegetative matter such as grass clippings, leaves, pine needles, yard and garden debris, and brush and branches less than one inch in diameter, sawdust, wood chips and other organic products generated from residential exterior yards and gardens; and

WHEREAS, Olson Paving, Inc. ("Olson") has contracted with the City in the past to accept Yard Waste from the City's Drop-Off Site; and

WHEREAS, Olson has agreed to accept Yard Waste delivered to it by the City from the City's Drop-Off Site at no-cost to the City because such Yard Waste is beneficial to Olson's agricultural, landscaping, composting and other operations; and

WHEREAS, the City requires these services in order to effectively manage the Yard Waste deposited at the Drop-Off Site during the spring/summer/fall season; and

WHEREAS, Olson agrees to comply with all Wisconsin Department of Natural Resources requirements and other federal, state and local requirements relative to the storage, processing and utilization of the yard waste and any byproduct materials; and

WHEREAS, Olson agrees to provide the City with a hold harmless, and other assurances required by the City; and

WHEREAS, your Finance Committee, at their February 8, 2022, meeting, discussed and recommends entering into a five-year, no-cost contract with Olson for the acceptance of its Yard Waste.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that it hereby approves the five-year contract for the acceptance of Yard Waste with Olson Paving, Inc. in substantially the same form as that attached hereto and made a part hereof and authorizes the proper city officials to execute the acceptance of Yard Waste contract.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

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

Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, and Dawn Herbst

Members Excused: Deb Ryan

Others Present: Maryanne Groat, Jean Frankel, Toni Vanderboom, Liz Brodek, Kaitlyn Bernarde, Anne Jacobson, Katie Rosenberg, Eric Lindman

Discussion and possible action on an Agreement with Olson Paving, Inc. for accepting the City's yard waste material

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

FINANCE COMMITTEE

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

Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, and Dawn Herbst

Members Excused: Deb Ryan

Others Present: Maryanne Groat, Jean Frankel, Toni Vanderboom, Liz Brodek, Kaitlyn Bernarde, Anne Jacobson, Katie Rosenberg, Eric Lindman

Discussion and possible action on sole source contract with Olson Paving, Inc. for hauling baled leaves

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving contract for the grinding and removal of brush and brush chips at the City's yard waste drop-off site with Kafka Granite, LLC.

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 22-0405

Date Introduced: April 12, 2022

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City currently has an ordinance requiring separation of yard waste from recyclable and non-recyclable solid waste by all residents of the City; and

WHEREAS, the City operates a yard waste drop-off site at 105 E. Chellis Street ("Drop-Off Site") to enable City residents to dispose of yard waste generated at their properties; and

WHEREAS, the City requires grinding and removal of brush and brush chips services ("Grinding and Removal Services") in order to effectively manage brush deposited at the Drop-Off Site during the spring/summer/fall season; and

WHEREAS, Kafka Granite, LLC ("Kafka") has agreed to perform on-site Grinding and Removal Services at no-cost to the City in exchange for possession and ownership of the brush and brush chips generated by such services because there is a benefit to such material in Kafka's agricultural, landscaping, composting and other operations, and

WHEREAS, Kafka agrees to comply with all Wisconsin Department of Natural Resources requirements and other federal, state and local requirements relative to the storage, processing and utilization of materials generated by the Grinding and Removal Services; and

WHEREAS, Kafka agrees to provide the City with a hold harmless, and other assurances required by the City; and

WHEREAS, your Finance Committee, at their February 8, 2022, meeting, discussed and recommends entering into a five-year, no-cost contract with Kafka for the Grinding and Removal Services.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that it hereby approves the five-year, no-cost contract for on-site grinding and removal of brush and brush chips services with Kafka Granite, LLC in substantially the same form as that attached hereto and made a part hereof and authorizes the proper city officials to execute the on-site grinding and removal of brush and brush chips contract.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

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

Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, and Dawn Herbst

Members Excused: Deb Ryan

Others Present: Maryanne Groat, Jean Frankel, Toni Vanderboom, Liz Brodek, Kaitlyn Bernarde, Anne Jacobson, Katie Rosenberg, Eric Lindman

Discussion and possible action on an Agreement with Kafka Granite, LLC for brush grinding/chipping at the yard waste site

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

AGREEMENT FOR GRINDING AND REMOVAL OF BRUSH AND BRUSH CHIPS

This Agreement made this _____ day of _____, 2022, by and between the City of Wausau, a municipal corporation of the State of Wisconsin ("City"), and Kafka Granite, LLC, a Wisconsin limited liability company ("Contractor").

WHEREAS, City currently has an ordinance requiring separation of yard waste from recyclable and non-recyclable solid waste by all residents of City; and

WHEREAS, City operates a yard waste drop-off site at 105 E. Chellis Street ("Drop-Off Site") to enable City residents to dispose of yard waste generated at their properties in lieu of contracting with a private removal service; and

WHEREAS, Contractor agrees to provide on-site grinding of brush and removal of brush and brush chips from the Drop-Off Site; and

WHEREAS, the material generated by the on-site grinding and the removal of the brush and brush chips are beneficial to Contractor's agricultural, landscaping, composting, and other operations; and

WHEREAS, City desires to be protected from problems which might result from disposal of or processing of material generated by the on-site grinding and the removal of the brush and brush chips, and Contractor, in return for the receipt of such material, agrees to provide the City with a hold harmless and other assurances required by the City.

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

1. Scope of Work.
 - (a) Contractor agrees to perform all work and provide and furnish all labor, materials, equipment, necessary tools, expendable equipment and all utility and transportation services required to provide on-site grinding and removal of brush and brush chips ("Grinding and Removal Services") from the Drop-Off Site deposited by City residents. The grinder used by Contractor must be equipped with water supply connection for dust control and magnetic head pulley for removing metal. All materials generated by the Grinding and Removal Services will be the responsibility and sole property of the Contractor with the exception of a limited amount of brush chips or mulch as directed by the Public Works Supervisor that are to be kept by the City to fulfill citizen requests for same. Transportation of brush and brush chips from the Drop-Off Site shall be at the expense of the Contractor. All Contractor equipment shall be removed from the Drop-Off Site after each chipping event, normally the next day.
 - (b) The City will supply water for dust control to the Contractor by means of a garden hose type hook-up at its expense.
 - (c) Grinding and Removal Services will be provided throughout the season at the frequency and as requested by the City. It is anticipated the Contractor will be called to perform the Grinding and Removal Services between 3 to 5 times during the spring/summer/fall season which will run from approximately April 1, 2022, to November 20, 2022. Grinding and Removal Services may be performed on Mondays, Tuesdays, Thursdays, or Fridays from 7:00 a.m. to 7:00 p.m. when the Drop-Off Site is closed to the public but may not be performed on Saturdays, Sundays, or Wednesdays.
2. Compensation. Contractor recognizes that there is value in the material generated by the

grinding of brush and that Contractor is receiving this value in exchange for performance of the Grinding and Removal Services. No payment will be made to Contractor by the City for the performance of the Grinding and Removal Services under this Agreement.

3. Separation of Materials. The Contractor shall be responsible for the separation of any foreign or unacceptable materials from the brush prior to grinding. Foreign or unacceptable material includes but is not limited to tree limbs, tree stumps or intact root balls, as well as any residential household waste, construction debris, bricks, concrete or other items that are not yard waste that may be unlawfully dumped at the Drop-Off Site. The City is not responsible for damage to any of Contractor's equipment or tools as a result of any foreign or unacceptable materials or items that may be unlawfully dumped at the Drop-Off Site.
4. Compliance with Law. Contractor agrees to comply with all Wisconsin Department of Natural Resources requirements and other federal, state and local requirements relative to the storage, processing, and utilization of the materials generated by the Grinding and Removal Services.
5. Indemnification. Contractor hereby agrees to indemnify, defend, release and hold harmless the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed or alleged to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or its agents or anyone acting under its direction or control or on its behalf arising out of, in connection with, or relating to this Agreement, including but not limited to liability for environmental damage.
6. Insurance. Contractor shall not commence work until proof of insurance required has been provided to the City. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the Agreement or as maybe listed below whichever is longer.

Contractor shall maintain during the term of this Agreement the following types of insurance coverage:

- (a) Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:
 1. Each Occurrence limit \$1,000,000
 2. Personal and Advertising Injury limit \$1,000,000
 3. General aggregate limit (other than Products-Completed Operations) **per project** \$2,000,000
 4. Products-Completed Operations aggregate \$2,000,000
 5. Fire Damage limit — any one fire \$50,000
 6. Medical Expense limit — any one person \$5,000
- (b) Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1— "Any Auto" basis.
- (c) Workers' Compensation as required by the State of Wisconsin, and Employers Liability insurance with sufficient limits to meet underlying Umbrella Liability insurance requirements.
- (d) Umbrella Liability providing coverage at least as broad as the underlying Commercial General

Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000.

- (e) Contractor is responsible for loss and coverage for Contractor's equipment or property. City will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being used in the work being performed by the Contractor. This includes but not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the Contractor.
- (f) Insurance shall also meet the following additional requirements:
 - (i) All insurance must be primary and non-contributory to any insurance or self-insurance carried by City.
 - (ii) Placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
 - (iii) Name the following as additional insureds on all Liability Policies for liability arising out of project work – The City of Wausau, and its officers, council members, agents, employees and authorized volunteers. This does not apply to Workers Compensation Policies.
 - (iv) Waivers of subrogation in favor of the City must be endorsed onto the Worker's Compensation, Commercial General Liability, Automobile Liability, Umbrella Liability, and Property coverages.
 - (v) Any deductible or self-insured retention must be declared to the City.
 - (vi) Prior to beginning work under this Agreement, the Contractor shall file with the City a certificate of insurance signed by the insurer's representative evidencing the coverage required by this Agreement.

7. Term. This term of this Agreement shall be five (5) years commencing on the date first written above and may be terminated for the convenience of either party upon six month's prior written notice. Such notice shall be delivered in person or sent as directed below by certified mail:

TO CITY:

Kaitlyn Bernarde, Clerk
City Hall
407 Grant Street
Wausau, WI 54403-4783

TO CONTRACTOR:

8. This Agreement shall be binding on the parties, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any change in any provision of this Agreement may only be made by a written amendment, signed by the duly authorized agent who executed this Agreement.
9. In the event either party is rendered unable, in whole or in part, to perform its duties or obligations hereunder as a result of acts of God, authority of laws, strikes, lockouts, labor disputes, riots or other causes beyond its control, it shall notify the other party of such event in writing and the obligations of such party may be suspended during the continuation of any inability to perform so caused by such event.
10. The parties represent and warrant that they have obtained all authorizations and approvals necessary to enter into this Agreement and that the undersigned individual(s) acting on behalf of each party have been duly authorized to execute this Agreement on behalf of the respective party.

12. The failure of either party to enforce any of the provisions of this Agreement in whole or in part shall not be construed as a waiver of such provision or the right of the party thereafter to enforce each and every such provision.
13. During the term of this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex (including pregnancy, sexual orientation, or gender identity), physical condition, disability, sexual orientation (defined in s. 111.32(13m), Wis. Stats.) or national origin, arrest record or conviction record. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of age, race, religion, color, disability, sex (including pregnancy, sexual orientation, or gender identity), or national origin.
14. This Agreement may be executed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Agreement may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as an original. Copies of this Agreement, fully executed, shall be as valid as an original.
15. Contractor shall assist City in complying with any public record request in connection with this Agreement submitted to City pursuant to the Wisconsin Public Records Law, Wis. Stats. §§19.31 – 19.39.
16. Neither party may assign this Agreement, or any of the services provided hereunder, without the express written approval of the other party. The approval of the City may be manifested only by a resolution adopted by a majority of the Common Council. All of the services required hereunder will be performed by Contractor and employees of Contractor.
17. This Agreement shall be governed by and construed under the laws of the State of Wisconsin and venue for any legal action between the parties shall be in the Marathon County Circuit Court.

[THIS SECTION INTENTIONALLY LEFT BLANK]

18. It is mutually agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

CITY OF WAUSAU:

BY: _____
Katie Rosenberg, Mayor

BY: _____
Kaitlyn Bernarde, Clerk

CONTRACTOR: Kafka Granite, LLC

BY: _____
(Contractor signature)

BY: _____
(Contractor, print)

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

ORDINANCE OF FINANCE COMMITTEE			
Amending Section 10.01.080 Penalty			
Committee Action: Approved 5-0		Ordinance Number:	
Fiscal Impact: None			
File Number:	18-1010	Date Introduced:	April 12, 2022

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

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

Add ()
Delete ()

Section 1. That Section 10.01.080 Penalty, is hereby amended to read as follows:

10.01.080 Penalty

....

(d) The forfeiture for any parking violation for which no penalty is provided shall be \$~~1~~20.00.

...

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 from and after its date of publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

FINANCE COMMITTEE

Date and Time: Tuesday, March 22, 2022 @ 5:15 pm., Council Chambers

Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Dawn Herbst, and Deb Ryan

Others Present: Maryanne Groat, Matt Barnes, Liz Brodek, Randy Fifrick, Nathan Miller, Tammy Stratz, Valerie Swanborg, John Chmiel & Angela Uhl, Mary Goede, Kaitlyn Bernarde

Discussion and Possible Action regarding amending Section 10.01.080 Penalty

Lisa Rasmussen explained the request of Lt. Buckner it to modify the fee schedule to raise the default fine from \$10 to \$20 for parking violations that don't have a set fine stipulated in the table.

Deputy Chief Matt Barnes stated a couple of examples of violations they deal with on a regular basis that this penalty would be used for are overweight trucks parked on the streets, and trailers not attached to a vehicle parked on the streets. He indicated one of the impetuses for bringing this forward is the \$10 citation is the lowest on our schedule and is not consistent with the other violations. The next lowest forfeiture across the board is \$20 and the \$10 penalty does not appear to be reducing violations or is a large enough forfeiture to prevent that type of parking. He commented people call the department all the time with these complaints and we're responding and consistently writing citations but are not seeing that it discourages it from happening again.

Motion by Martens, second by Ryan to approve amending Section 10.01.080 Penalty. Motion carried 5-0.

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: Approved 5-0

Fiscal Impact: Local match of \$14,471 from Metro Ride

File Number: 22-0406

Date Introduced: April 12, 2022

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 22, 2022 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 \$72,353, 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

FINANCE COMMITTEE

Date and Time: Tuesday, March 22, 2022 @ 5:15 pm., Council Chambers

Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Dawn Herbst, and Deb Ryan

Others Present: Maryanne Groat, Matt Barnes, Liz Brodek, Randy Fifrick, Nathan Miller, Tammy Stratz, Valerie Swanborg, John Chmiel & Angela Uhl, Mary Goede, Kaitlyn Bernarde

Discussion and possible action on Memorandum of Understanding between Marathon County, North Central Health Care and Metro Ride for specialized transportation assistance

Lisa Rasmussen indicated this is basically a renewal of the agreement for specialized transportation assistance that Metro Ride currently provides.

Motion by Ryan, second by Watson to approve the MOU. Motion carried 5-0.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MARATHON COUNTY
AND
NORTH CENTRAL HEALTH CARE AND THE WAUSAU AREA TRANSIT SYSTEM
FOR
SPECIALIZED TRANSPORTATION ASSISTANCE
2022**

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, 2022, through December 31, 2022. 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 \$361,767 from the State and with \$72,390 as the local match, the total program funds available is \$434,341. The funds will be distributed as follows:

- NCHC \$260,472 (with a \$52,094 local match) to implement its portion of the elderly and disabled County Transportation Program.
- METRO RIDE \$72,353 (with a \$14,471 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 \$28,942 (with a \$5,788 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 2022 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 \$72,390 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 2022 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 2022 under Section II that has not been expended. Such a refund shall be made no later than March 31, 2023.

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. The fourth quarter report for the year is due in January 2023, as follows:
 - a. The first period shall cover January 1 – March 30; due no later than April 22, 2022.
 - b. The second period of April 1 – June 30; due no later than July 22, 2022.
 - c. The third period of July 1 – September 30; due no later than October 21, 2022.
 - d. The final period shall cover October 1 – December 31; due no later than January 20, 2023.
- 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 25, 2022.

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 of Wausau

Name _____

Date _____

COUNTY OF MARATHON

By _____
County Administrator

Name _____

Date _____

NORTH CENTRAL HEALTH CARE

By _____
NCHC CEO

Name _____

Date _____

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

ORDINANCE OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Creating temporary ordinance Chapter 5.90 Relaxing Certain Code Requirements during COVID-19 Pandemic and Recovery for a period expiring on October 31, 2022, 11:59 pm to provide for COVID-19 temporary outdoor seating areas for restaurants, bars and taverns, authorize City staff review and approval of temporary outdoor seating areas and temporary expansion of licensed premises; temporarily amending Section 9.04.025 Consumption or possession of intoxicants on streets; temporarily amending Special Events Policies and Procedures.

Committee Action: Approved 4-0

Ordinance Number:

Fiscal Impact: None

File Number: 20-0509

Date Introduced: April 12, 2022

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

Add ()

Delete (———)

Section 1. That Section 5.90.010 Purpose and intent is hereby created to read as follows:

5.90.010 Purpose and intent. The Common Council recognizes the need to continue to prevent exposure to and spread of the COVID-19 coronavirus by maximizing social distancing during the COVID-19 pandemic and recovery. It further recognizes that restaurants within the City may have particular difficulty providing recommended social distancing while still being able to operate profitably especially given the large amounts of space typically reserved within restaurant establishments for food preparation areas, the need to maintain diner waiting areas, and to permit the operation of serving stations. The Common Council also recognizes that local bars and taverns additionally may struggle to provide recommended social distancing within their licensed establishments during the COVID-19 pandemic and recovery period. Accordingly, the Common Council wishes to provide temporary relief to restaurants by relaxing certain local code requirements during the COVID-19 pandemic and recovery period to allow those businesses to utilize public sidewalks, parking areas, and open spaces during this limited time period to maximize their service area. The Common Council also wishes to provide similar temporary relief to bars and taverns in accordance with the criteria set forth in section 5.90.060 of this chapter, recognizing that unique considerations with respect to the nature of such businesses that focus primarily on the service and consumption of alcohol beverages and the potential impact their outdoor operation may have on neighboring properties requires consideration of separate guidelines and a need for regulation different than that of restaurants. Therefore, notwithstanding any provision contained within the City of Wausau Municipal Code, during the period of emergency and recovery in response to COVID-19 and expiring on October 31, 2022, 11:59 pm, the Common Council implements the temporary rules contained in this chapter. Nothing in this temporary ordinance purports to alter state law respecting alcohol beverages set forth in ch. 125, Wisconsin Statutes. Outdoor seating area desired for permanent or long term use must be applied for pursuant to the existing and established municipal code provisions.

Section 2. That Section 5.90.020 Temporary sidewalk café permit is hereby created to read as follows:

5.90.020 Temporary sidewalk café permit. Any restaurant as defined in section 5.63.020(c) of this Code located within the City seeking to utilize the public sidewalk for additional seating for its establishment may apply for a temporary sidewalk café permit following the procedure set forth in subsections 5.63.040(a) and (b) Application for permit, of this Code and supplying the documents required therein. The sidewalk café standards of section 5.63.060 shall apply to all such temporary sidewalk cafes; however, where a restaurant is to participate in an approved special event under the City's Special Events Policy & Procedure as set forth in section 5.90.040(c), the restaurant may utilize the entire sidewalk in front of its establishment for temporary seating and service for the date and time period of the event, provided the special event provides for safe, alternate pedestrian access in the main thoroughfare of the adjacent street and the street has been authorized and provides for closure from vehicle traffic. Upon conclusion of the special event, or if a repeating event, at the conclusion of each individual event in the series, the restaurant shall resume providing pedestrian access as provided in section 5.63.060(c). Restaurants that have outdoor space located on their premises which is adjacent to the licensed full service restaurant such as a parking lot or other open area may utilize that space without obtaining a temporary sidewalk café permit.

Section 3. That Section 5.90.030 Approval and issuance of sidewalk café permit is hereby created to read as follows:

5.90.030 Approval and issuance of sidewalk café permit. (a) Delegation to city clerk. The city clerk is hereby authorized to approve or approve conditionally applications for temporary sidewalk café permits and issue such permits to the applicant. The city clerk may consult, as appropriate, with the fire chief, police chief, director of public works, and chief inspector and zoning administrator in determining whether to approve, conditionally approve, or recommend for denial a sidewalk café permit. Any application the city clerk deems should be denied shall be submitted to the public health & safety committee with the city clerk's recommendation to disapprove the same who shall consider the application and make a recommendation to the Common Council. Any person aggrieved by the decision of the Common Council may seek such other legal relief as may be available.

(b) Conditions. Upon consultation and with the recommendation of the fire chief, police chief, director of public works, or chief inspector and zoning administrator as appropriate, the city clerk may place conditions upon the temporary café permit approved under this ordinance that bear a reasonable relationship to requirements existing under state statutes or elsewhere in this Code and may include without limitation, conditions to reasonably control noise, the accumulation of trash or blowing or scattering of trash from the site, lighting and the disbursement and consumption of alcohol beverages.

(c) Appeals. Appeals from the determination of conditions applicable to a permit may be directed to the public health & safety committee and must be in writing and specifically set forth the alleged error in imposition of a condition upon the permit.

(d) Revocation or suspension. A temporary sidewalk café permit may be suspended or revoked as set forth in section 5.63.100 of this Code.

Section 4. That Section 5.90.040 Temporary amendment of licensed premises is hereby created to read as follows:

5.90.040 Temporary amendment of licensed premises. (a) Application. Any restaurant as defined in section 5.63.020(c) of this Code holding an alcohol beverage license may submit an application to temporarily expand the area identified as the licensee's "licensed premises" to include an area under an approved temporary sidewalk café permit, or an outdoor space located on their premises which is adjacent to the licensed full service restaurant such as a parking lot or other open area. The application for temporary amendment of licensed premises may be submitted at the same time as the application for the temporary sidewalk café permit.

(b) Expiration of temporarily expanded area. The temporarily expanded licensed premise area shall be effective only for a time period expiring October 31, 2022 at 11:59 pm or while the licensee holds a valid temporary sidewalk café permit under this chapter, whichever occurs first. Upon termination, relinquishment, revocation or suspension, or other expiration of the temporary sidewalk café permit or at 11:59 pm on October 31, 2022, whichever occurs first, the licensed premise area shall automatically return to the area identified and approved as part of the licensee's annual license application without further action required upon the part of the licensee or Common Council. The application for a temporary amendment of licensed premises shall include an acknowledgement and consent of the applicant to the automatic reversion of the temporary expansion as set forth herein in the form supplied by the city clerk. Further, the licensee's application for and acceptance of the temporarily expanded licensed premises area shall further demonstrate the licensee's consent to the automatic reversion of the licensed premises as provided herein.

(c) Additional temporary licensed premises amendment for special event participation. Any restaurant as defined in section 5.63.020(c) of this Code holding an alcohol beverage license and either a sidewalk café permit under section 5.64.035 or a temporary sidewalk café permit under this chapter, that is part of an approved special event under the City's Special Events Policy & Procedure may apply for an additional temporary amendment of licensed premises as provided and limited herein to include an area located within the parking stalls in the public street or roadway adjacent to its licensed premises and sidewalk café.

(1) Limitation on event. To be eligible for a temporary amendment of licensed premises under this subsection, the approved special event must be authorized and provide for closure of the street which encompasses the parking stalls to vehicle traffic; shall provide satisfactory access for emergency vehicles; be approved for an exemption from the prohibitions against consumption or possession of intoxicants on street under section 9.04.025(c); and, while the event may be a repeating event occurring on a weekly basis the series of which shall conclude no later than October 31, 2022, each individual event in the series must be of a duration not to exceed a 6 hour time period one day per week, excluding set up and take down.

(2) Submission of plan of operation. An applicant shall submit, along with the application for temporary amendment of licensed premises for special event participation, a plan of operation depicting placement of tables, boundaries and barriers of the outdoor seating during the special event, and other information deemed reasonably necessary by the city clerk to establish safety of the public and compliance with other requirements of this Code, and the specific date(s) and time period(s) for which the applicant is requesting the temporary amendment of licensed premises for purposes of participating in the approved special event.

(3) Expiration of additional temporary amendment. A temporary amendment of licensed premises to participate in an approved special event shall only be valid for the date and time of the special event. At the conclusion of the special event, or if a repeating event, at the conclusion of each individual event in the series, the licensed premise area shall automatically return to the area identified and approved as part of the licensee's annual license application, or if holding a temporary amendment approved under subsections (a) and (b) of this section to the temporary premises so authorized. The application for a temporary amendment of licensed premises for special event participation shall include an acknowledgement and consent of the applicant to the automatic reversion of the temporary expansion as set forth herein in the form supplied by the city clerk. Further, the licensee's application for and acceptance of the temporarily expanded licensed premises for special event participation shall further demonstrate the licensee's consent to the automatic reversion of the licensed premises as provided herein.

Section 5. That Section 5.90.050 Approval of temporary amendment of licensed premises is hereby created to read as follows:

5.90.050 Approval of temporary amendment of licensed premises. The city clerk is hereby authorized to approve or approve conditionally applications for temporary amendment of licensed premises under subsections 5.90.040(a) and (b) and temporary amendments of licensed premises for special event participation under subsection 5.90.040(c). Any application the city clerk deems should be denied shall be submitted to the public health & safety committee with the city clerk's recommendation to disapprove the same who shall consider the application and make a recommendation to the Common Council. Any person aggrieved by the decision of the Common Council may seek such other legal relief as may be available.

Section 6. That Section 5.90.060 Temporary outdoor operation for bars and taverns is hereby created to read as follows:

5.90.060 Temporary outdoor operation for bars and taverns. (a) Operation on public sidewalk. Any bar or tavern located within the City seeking to utilize the public sidewalk for additional seating for its establishment, that holds a valid alcohol beverage license, may apply for a temporary sidewalk café permit following the procedure set forth in subsections 5.63.040(a) and (b) of this Code and supplying the documents required therein. The sidewalk café standards of section 5.63.060 shall apply to all such temporary sidewalk operations. No application for outdoor seating under a temporary sidewalk café permit shall be approved in the absence of an approved temporary amendment to the licensed premises; the application for the temporary sidewalk café permit may be submitted at the same time as the application for temporary amendment of licensed premises. The city clerk and the police chief, or his/her designee are hereby authorized to jointly approve or approve conditionally applications for sidewalk café permits and issue such permits to the applicant. The city clerk and police chief may consult, as appropriate, with the fire chief, director of public works, and chief inspector and zoning administrator in determining whether to approve, conditionally approve, or recommend for denial a sidewalk café permit. Any application the city clerk and police chief, or his/her designee deem should be denied shall be submitted to the public health & safety committee with the city clerk's and police chief's recommendation to disapprove the same, who shall consider the application and make a recommendation to the Common Council. Any person aggrieved by the decision of the public health & safety committee may appeal to the Common Council. The provisions of section 5.90.030 (b) through (c) of this Code shall further apply to applications under this section. A temporary sidewalk café permit may be suspended or revoked as set forth in section 5.63.100 of this Code.

(b) Temporary amendment of licensed premises.

(1) Application. Any bar or tavern may submit an application to temporarily expand the area identified as the licensee's "licensed premises" to include an area for which it intends to seek a sidewalk café permit, or an outdoor space located on their premises which is adjacent to the licensed bar or tavern such as a parking lot or other open area. The application for temporary amendment of licensed premises may be submitted at the same time as the application for the temporary sidewalk café permit. The city clerk and the police chief, or his/her designee are hereby authorized to jointly approve or approve conditionally applications for temporary amendment of licensed premises. Any application the city clerk and police chief, or his/her designee deems should be denied shall be submitted to the public health & safety committee with the city clerk's and chief of police recommendation to disapprove the same, who shall consider the application and make a recommendation to the Common Council. Any person aggrieved by the decision of the public health & safety committee may appeal to the Common Council.

(2) Criteria for granting temporary amendment of licensed premises. No temporary amendment of licensed premises for outdoor seating under this section will be approved unless the applicant meets or supplies all of the following:

(i) Submits a site plan showing the size of the proposed temporary outdoor premises, ingress/egress to building, lot lines, setback and location of tables and identifies all structures zoned for residential purposes within fifty (50) feet of the proposed temporary outdoor premises.

(ii) The proposed temporary outdoor premises must be contiguous to the licensed premises approved as part of the applicant's original, annual license.

(iii) The proposed temporary outdoor premises must be entirely visible at all times from the indoor licensed premises or must have licensed bartender located within and supervising the temporary outdoor premises during its operation.

(iv) The proposed temporary outdoor premises cannot be greater than fifty (50) percent of the gross floor area of the applicant's licensed premises approved as part of the applicant's original, annual license.

(v) The proposed temporary outdoor premises must be located more than fifty (50) feet from a structure zoned for residential purposes, unless the applicant provides the written consent of all of the owners or tenants residing in such structure(s) to the operation of the proposed temporary outdoor premises.

(vi) The licensee or licensed establishment may not have more than 50 (fifty) demerit points pursuant to section 5.64.078 on the date of application.

(vii) The licensee or licensed establishment shall have no convictions under this Code for noise disturbance within one (1) year preceding the application.

(viii) If located on the City right of way, the applicant must agree to indemnify and hold the City harmless with respect to its activities on the right of way, provide the

City with a certificate of insurance, name the city as an additional insured, and meet all other requirements of section 5.63.070.

(3) Expiration of temporarily expanded area. The temporarily expanded licensed premise area shall be effective only for a time period expiring October 31, 2022 at 11:59 pm or while the licensee holds a valid temporary sidewalk café permit under this chapter, whichever occurs first. Upon termination, relinquishment, revocation or suspension, or other expiration of the temporary sidewalk café permit or at 11:59 pm on October 31, 2022, whichever occurs first, the licensed premise area shall automatically return to the area identified and approved as part of the licensee's annual license application without further action required upon the part of the licensee or Common Council. The application for a temporary amendment of licensed premises shall include an acknowledgement and consent of the applicant to the automatic reversion of the temporary expansion as set forth herein in the form supplied by the city clerk. Further, the licensee's application for and acceptance of the temporarily expanded licensed premises area shall further demonstrate the licensee's consent to the automatic reversion of the licensed premises as provided herein.

(4) Standards and requirements. Any bar or tavern granted a temporary expansion of its licensed premises under this section shall comply with the following additional standards and requirements:

(i) The temporary outdoor premises shall only be permitted to be operated from 12:00 p.m. to 10:00 p.m.

(ii) The temporary outdoor premises shall be defined by an enclosure designed to separate and distinguish the outdoor area in such a way that patrons can be easily identified from passersby and other foot or vehicle traffic in order to ensure alcohol is not served to underage individuals.

(iii) Patrons must be seated unless engaged in entering or exiting the temporary outdoor premises.

(iv) Alcohol must be dispensed from service stations or areas located within the premises identified and approved as part of the licensee's annual license application; no service stations for alcohol may be established in the temporary outdoor premises.

(v) No part of the temporary outdoor premises may be utilized for recreational activities, including darts or card games.

(vi) Outdoor premises shall be further operated in accordance with the sidewalk café standards of W.M.C. §5.63.060(b)(1), (b)(4), (d) through (h) and (l).

(vii) Three or more substantiated noise complaints against the temporary outdoor premises during the period for which the temporary expansion is granted shall be sufficient grounds to revoke the temporary outdoor premises amendment subject to the provisions of Wis. Stat. §125.12.

Section 7. That subsection (c) of 9.04.026 Consumption or possession of intoxicants on streets is hereby amended to temporarily suspend the requirement that written requests for exemptions from the

provisions of section 9.04.026(a) and (b) must be submitted 60 days in advance. Such written requests may be submitted at any time.

Section 8. That the provisions of the City of Wausau Special Events Policy and Procedures setting deadlines for submission of applications for special event approval are temporarily suspended. Applications may be submitted at any time.

Section 9. All provisions of City ordinances not specifically altered by this temporary ordinance shall remain in effect.

Section 10. This ordinance shall be in full force and effect on the day after its publication.

Section 11. This ordinance shall automatically repeal on October 31, 2022 at 11:59 pm; no further action shall be required.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn Bernarde, Clerk

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, March 21, 2022, at 5:15 pm, (Council Chambers)

Members Present *in Person*: Lisa Rasmussen (C), Dawn Herbst, and Becky McElhaney; *by WebEx*: Pat Peckham

Members Excused: Jim Wadinski

Others Present: Tara Alfonso, Matt Barnes, Jeremy Kopp, Kaitlyn Bernarde, Mary Goede

Discussion and possible action on Creating temporary ordinance Chapter 5.90 Relaxing Certain Code Requirements during COVID-19 Pandemic and Recovery for a period expiring on October 31, 2022, 11:59 pm to provide for COVID-19 temporary outdoor seating areas for restaurants, bars and taverns, authorize City staff review and approval of temporary outdoor seating areas and temporary expansion of licensed premises; temporarily amending Section 9.04.025 Consumption or possession of intoxicants on streets; temporarily amending Special Events Policies and Procedures

Rasmussen stated this is the same ordinance passed last season to enable expansion of premises for restaurants for outdoor seating and sidewalk café areas for special events like Dining on the Street. She commented the pandemic is waning but is not gone, and Main Street and Wausau Events are interested in have events again. She pointed out this is temporary, not permanent, and will expire October 31, 2022.

Motion by Peckham, second by McElhaney to approve the temporary ordinance. Motion carried 4-0.



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

To: Public Health & Safety Committee and
Common Council

From: Tara G. Alfonso, Asst. City Atty.

Date: March 17, 2022

Re: Comments Regarding Temporary Expansion of Outdoor Food and Alcohol Service

- This proposed ordinance essentially renews a program initiated in 2020 in response to the COVID-19 pandemic to allow restaurants and taverns to temporarily utilize City sidewalks for outdoor dining and alcohol service. The program was renewed in 2021 and is now being examined for renewal in 2022.
- The various ordinance amendments in the draft ordinance also permit such outdoor activities as dining in the streets to occur in the City downtown area.
- Significant to the proposal for expanded outdoor food and alcohol service are state laws governing the sale of alcohol beverages:
 - Class "B" beer licensees may sell beer to consumers for on-premises or off-premises consumption.
 - "Class B" licensees may sell intoxicating liquor to consumers by the glass for on-premises consumption. City ordinance W.M.C. §5.64.065 (as permitted by state law) further permits the sale of intoxicating liquor *in original, unopened containers* for consumption away from the premises in excess of 4 liters and wine or beer in any quantity.
 - "Carry-ins" are prohibited at a licensed premises.
 - Alcohol *may only be sold on the licensed and particularly described premises under a licensee's control* for which the license has been issued.
 - A licensed "bartender" must be in the same room or area as an unlicensed server, near enough to see and talk with the unlicensed server in order to be able to immediately supervise that person.
 - A license holder may apply to change the premises, however, they must submit a written request to amend the premises. It is within the discretion of the governing body to approve or disapprove the change.
- A number of City ordinances are implicated as a result of the proposed program. Changes to these ordinances would apply City-wide to all restaurants. The following is a sample of those types of provisions (which would require amendment as applicable in order to recommend/approve aspects of the proposal).
 - Provisions in W.M.C. ch. 5.63 relating to sidewalk cafes in the central business district. These provisions include restrictions confining outdoor cafes to the public right of way that immediately adjoins the licensed premises; need to

maintain clear passage for pedestrians and customers for ingress and egress and clearance of fire exits; requirements for removal of tables and chairs when café is not in operation; restrictions from the café encroaching on sidewalk adjacent to other property.

- Provisions of W.M.C. §5.64.035 restricting alcohol beverages generally on public sidewalk outside of approved sidewalk café areas.
- Provisions of W.M.C. §9.04.025 prohibiting the consumption or possession of intoxicating liquor or fermented malt beverage while on any public street, sidewalk or other public right of way, or in or upon The 400 Block. Alcohol consumption is permitted on the 400 Block and adjoining sidewalks only between 4:00 p.m. and 11:00 p.m. and during Special Events upon request of the event organizer and as approved under the Special Events permit (and for a period of two hours before the event and one hour after, or as otherwise approved by the PH&S Committee). Exemptions for a special event must be requested 60 days in advance by both the PH&S Committee and Common Council). (Similar rules regarding the 400 Block are set forth in W.M.C. §9.20.020 governing regulation of persons in public parks).
- The provisions of this ordinance will automatically expire on October 31, 2022.

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

ORDINANCE OF PUBLIC HEALTH & SAFETY COMMITTEE			
Amending Section 16.04.037 Rent abatement.			
Committee Action:	Approved 4-0	Ordinance Number:	
Fiscal Impact:	None		
File Number:	12-0206	Date Introduced:	April 12, 2022

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

Add ()
Delete ()

Section 1. That Section 16.04.037 Rent abatement is hereby amended to read as follows:

16.04.037 Rent Abatement.

...

(k) *Effective date of ordinance.* This ordinance shall be effective and apply to all orders written by the Inspection and Zoning Division of the Department of Engineering on or after April 1, 2012. Any amendments to this ordinance relating to rent abatement shall be effective and apply to all orders written by the Inspection and Zoning Division of the Department of Engineering 90 days after the publication of this ordinance as amended.

Violation	Description	% of Abatement
WMC 16.04.039	Rental of a residential dwelling unit after denial, revocation, suspension or non-renewal of residential rental license	100%
H-401.3 H-401.4	Nonfunctioning kitchen sink and lavatory basin	10—25%
...	...	...
H-302.0 (ext) H-303.8	Interior floors Floors, walls, ceilings, roof 1. Unsafe to the degree the room is unusable 2. Incapable of affording privacy 3. Appropriate floor surfacing not provided, or damaged so that it does not function to provide ease of maintenance 4. Unsealed gaps allowing collection of dirt and other matter which creates a cleaning or sanitation problem	Not a kit, only bath 25—50% Kit or only bath 50—95% 5—10% per room 5%

H-401.2.1	Chimney 1. Not properly removing combustible products 2. In danger of collapse	50—75% 10—25%
...	...	...
H-401.2.1	Failure to clean and disinfect basement after sewage backup	10—25%
H-307.7 H-303.7	Severe infestation of pests, whether occasional or chronic	10—50%

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 Bernarde, Clerk

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, March 21, 2022, at 5:15 pm, (Council Chambers)

Members Present *in Person*: Lisa Rasmussen (C), Dawn Herbst, and Becky McElhaney; *by WebEx*: Pat Peckham

Members Excused: Jim Wadinski

Others Present: Tara Alfonso, Matt Barnes, Jeremy Kopp, Kaitlyn Bernarde, Mary Goede

Discussion and possible action on Amending Section 16.04.037 Rent abatement

Rasmussen stated this a housekeeping item to correct a scrivener's error (typo).

Motion by Herbst, second by McElhaney to approve. Motion carried 5-0.

CONFIRMATION OF MAYOR'S APPOINTMENTS

to Boards, Commissions and Committees: *Board of Review, Board of Zoning Appeals, CIP Committee, Citizens Advisory Committee-CDGB, Ethics Board, Plan Commission, Transit Commission, Wausau Arts Commission*

File Number:	22- 0403	Date Introduced:	April 12, 2022
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Board of Review

Marta Stephenson (1) *Re-Appointment	3157 Madonna Dr	Term Exp 4/30/27	715-506-1111
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Board of Zoning Appeals

Jerry Jarosz (2) *Re-Appointment	1116 Gilbert St	Term Exp 4/30/2025	715-574-8258
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Mark Dillman (5) *Re-Appointment	129 Weston Ave	Term Exp 4/30/2025	715-842-7085
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Capital Improvement Program (CIP) Committee

Ed Gale (2) *Re-Appointment	404 Weston Ave	Term Exp 4/30/2024	715-928-0014
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Citizens Advisory Committee - CDBG

Anavancy Williams (2) *Re-Appointment	910 Cedar St	Term Exp 4/30/28	715-803-8141
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Ethics Board

Jesse Kearns *Alternate	712 N 13th St	Term Exp 4/30/24	715-212-7680
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Kay Palmer (1) *Change from Alternate to Permanent	603 Gray Pl	Term Exp 4/30/27	302-983-6946
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Plan Commission

Andrew Brueggeman (2) *Re-Appointment	3504 Richards Rd	Term Exp 4/30/25	612-991-2636
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Transit Commission

Kathi Zoern (3) *Re-Appointment	915 N 2nd Ave	Term Exp 4/30/25	715-675-8706
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Wausau Arts Commission

Mara Mullen-Reinhardt (2) *Re-Appointment	824 Chicago Ave	Term Exp 4/30/2025	312-221-8959
Tom Fleming (2) *Re-Appointment	909 Greenhill Dr	Term Exp 4/30/2025	715-212-4709
Alex Eichten (1) *New Appointment	1623 N 3rd Ave	Term Exp 4/30/2024	715-937-2809

- (N) Individual is filling the unexpired term of a former member
- (1) Individual is in their own 1st full term
- (#) Designates the term number appointed to

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

To: Public Health & Safety Committee

From: Tara G. Alfonso, Asst. City Attorney 

Date: February 21, 2022

Re: Comments on amending W.M.C. §16.04.037 Rent Abatement

In connection with a rent abatement hearing held in January, 2022, it was noticed that there was a scrivener's error in the chart of rent impairing violations contained within the Rent Abatement ordinance at W.M.C. §16.04.037. This amendment corrects that error. The Inspections Department made a review of the chart of rent impairing violations in connection with the discovery of the initial scrivener's error and discovered one other error which is also being corrected at this time.



MEMORANDUM

DATE: April 8, 2022
TO: Mary Goede, Deputy City Clerk
FROM: Katie Rosenberg
RE: Appointments to various Boards, Committees, and Commissions

Please place the following appointments on the city council agenda for Tuesday, April 12, 2022:

BOARD OF REVIEW

Marta Stephenson (Re-appointment – 1)
3157 Madonna Dr
Wausau, WI 54401
715-506-1111
stephensonM@firstweber.com
Term ends 4/30/2027

BOARD OF ZONING APPEALS

Jerry Jarosz (Re-appointment – 2)
1116 Gilbert St
Wausau, WI 54403
715-574-8258
jerry.jarosz1@gmail.com
Term ends 4/30/2025

Mark Dillman (Re-appointment – 5)
129 Weston Ave
Wausau WI 54403
715-842-7085
Term ends 4/30/2025

CAPITAL IMPROVEMENT PROGRAM COMMITTEE

Ed Gale (Re-appointment – 2)
404 Weston Ave
Wausau, WI 54403
715-928-0014
eggale@charter.net
Term ends 4/30/2024

CITIZENS' ADVISORY COMMITTEE - CDGB

Anayancy Williams (Re-appointment – 2)
910 Cedar St
Wausau, WI 54401
715-803-8141
amayancymf@hotmail.com
Term ends 4/30/2028



ETHICS COMMITTEE

Jesse Kearns (New Appointment, alternate)
712 N 13th St
Wausau, WI 54403
715-212-7680
jkearns@kearnsconnectivity.com
Term expires: 4/30/2024

PLAN COMMISSION

Andrew Brueggeman (Re-appointment – 2)
3504 Richards Rd
Wausau, WI 54401
612-991-2636
ajbrueggeman@gmail.com
Term ends 4/30/2025

TRANSIT COMMISSION

Kathi Zoern (Re-appointment – 3)
915 N 2nd Ave
Wausau, WI 54401
715-675-8706
Term ends 4/30/2025

WAUSAU ARTS COMMISSION

Mara Mullen-Reinhardt (Re-appointment – 2)
824 Chicago Ave
Wausau, WI 54403
312-221-8959
mmreinhardt@cvawausau.org
Term ends 4/30/2025

Tom Fleming (Re-appointment – 2)
909 Greenhill Dr
Wausau WI 54401
715-212-4709
tom.fleming@uwc.edu
Term ends 4/30/2025

Alex Eichten (New Appointment)
1623 N 3rd Ave
Wausau WI 54401
715-937-2809
Ike10design@gmail.com
Term ends 4/30/2024



Citizen Participation Form

Thank you for your interest in becoming involved with a City of Wausau Boards Committees or Commissions. The Mayor's Office will make recommendations to the City Council for placement based, in part, on your responses to the following questions; please provide us with some information to use when considering your appointment by completing the questions below. You are welcome to attach additional information such as your resume or vitae that may further support your appointment. For additional information, visit the City's Web Site at www.ci.wausau.wi.us, or call the Mayor's Office at 715-261-6800. This form will remain on file for three years. A list of existing Boards, Commissions and Committees (including general information) can be found on our website. <https://www.ci.wausau.wi.us/Departments/CityCouncil/BoardsCommitteesCommissions.aspx> Please consider becoming a part of this important community resource group.

Contact Information

First Name *

Jesse

Last Name *

Kearns

Address *

Street Address

712 N 13th St.

Address Line 2

City

Wausau

Postal / Zip Code

54403

State / Province / Region

WI

Country

United States

Phone *

(715)212-7680

Email *

jkearns@kearnsconnectivity.com

Years as a Wausau Resident, if applicable *

30

Occupation/Employer, if applicable

Hearland Business Systems/Inside Sales Representative

Business Information

Business Name

Address

Street Address

Address Line 2

City

Postal / Zip Code

State / Province / Region

Country

Boards, Commission and/or Committee Information

Which Boards, Commissions and/or Committees interest you?

Board, Commission and/or Committee

Ethics Board

Board, Commission and/or Committee

Sustainability, Energy and Environment Committee

Board, Commission and/or Committee

Affordable Housing Regional Task Force

You may choose more than one from the list provided. Order in preference.

Why are you interested in serving on these particular Committees? *

(Preference in order)

Ethics: At the core of governance is a mutual understanding of what we mean by “the form of the good” we collectively adhere to. These ideas can be fluid, but must be applied with consistency and well articulated at each interval of change. The law provides us with a means to hold individuals to account for doing harm, but it is vital to our public good that we have a deliberative body that can handle the gap between those moments that are legally questionable and those that may simply be outside of our general moral expectations. This is especially true where leadership and public representation is considered, as it is the actions of our city leaders that set the standard for the entire municipality. It would be a privilege to serve on a committee that considers the fundamental strengths and flaws of Wausau’s principles in real time through spirited discussion of locally proposed concerns and considerations.

Sustainability, Energy, and Environment Committee: Wausau has recently faced some larger concerns where environmental contamination is concerned, lending to public interest in our local ecology. With this in mind, I think this attention should be seen as a unique opportunity to steer the anxious enthusiasm we’ve seen, into an active and engaged discourse on developing tangible solutions for future sustainable and environmentally conscious solutions to not only our energy needs, but to several areas of development in the Wausau Area. I would be excited to take part in these conversations and to be a contributor when the time comes to offer encouragement and constructive criticism.

Affordable Housing Regional Task Force: As a student of Sociology, the links between poverty, prejudice, addiction, and inequality are all inexorably linked to a sense of ownership over one’s own community in the form of housing. Without the ability to secure a place that is our own, we tend to devalue the communities we live in and open further degradation of everything from local economy to social equity. Anything that can be done to better define the very individual and specific needs of the Wausau Area pertaining to affordable housing has the potential to play a huge role in undoing some of our greatest failures, while providing opportunities to all residents who would otherwise be facing serious hardship. To serve on this committee would be to help the greatest number of citizens in a city that is seeing nearly 48% of those that live here struggle with this very issue.

What qualifications can you bring to these Committees? *

2017 Graduate of UW Madison with a degree in sociology. Born into a working poor family in Wausau, I believe I have a unique perspective into the needs of those members of our community who face economic challenges and the marginalization that comes with poverty. I have known many people who faced adversity in the form of homelessness, addiction, mental illness, and other alternative abilities, always seeing them with understanding and compassion, without pity or judgment.

I was a Senator for the Student Government Association at the UW Marathon County in 2012, serving on the SUFAC committee. During that time I worked with students, faculty, and administrators to deliberate on the best ways to dispense that years segregated fees as members of the student body in order to ensure the needs of the students guided the dispensation of funds.

I was employed by the McBurney Disability Resource Center during my time at UW Madison where I worked directly with students with alternative abilities to ensure they had access to daily notes from classes I was enrolled in with them.

On what other City Committee(s) are you currently serving, if any?

NA

Other Community Involvement

Recently ran for District 4 Alderperson.

References(Please Include 3)

Reference

First Name *

Tom

Last Name *

Killian

Address *

Street Address

133 E Thomas St.

Address Line 2

City

Wausau

Postal / Zip Code

54401

State / Province / Region

WI

Country

United States

Phone *

(715)571-8108

Relationship to You *

Longtime Friend

First Name *

Katrina

Last Name *

Becker

Address *

Street Address

247011 Baldwin Creek Rd

Address Line 2

City

Athens

Postal / Zip Code

54411

State / Province / Region

WI

Country

United States

Phone *

(715)432-4683

Relationship to You *

Former Professor/Employer

First Name *

Cyndi

Last Name *

Schneider

Address *

Street Address

2108 Lamont St.

Address Line 2

City

Wausau

State / Province / Region

WI

Postal / Zip Code

54403

Country

United States

Phone *

(715)203-9565

Relationship to You *

Friend/Mentor

Additional Information

You are welcome to attach additional information such as your resume or vitae that may further support your appointment.

Attachment(s)

CV Jesse Kearns 2022 PDF.pdf

85.16KB

Jesse Kearns Resume 2022 Current.pdf

175.17KB

Letter of Intent Committee Appointment.pdf

56.75KB

Limit to 3 upload files



Citizen Participation Form

Thank you for your interest in becoming involved with a City of Wausau Boards Committees or Commissions. The Mayor's Office will make recommendations to the City Council for placement based, in part, on your responses to the following questions; please provide us with some information to use when considering your appointment by completing the questions below. You are welcome to attach additional information such as your resume or vitae that may further support your appointment. For additional information, visit the City's Web Site at www.ci.wausau.wi.us, or call the Mayor's Office at 715-261-6800. This form will remain on file for three years. A list of existing Boards, Commissions and Committees (including general information) can be found on our website. <https://www.ci.wausau.wi.us/Departments/CityCouncil/BoardsCommitteesCommissions.aspx> Please consider becoming a part of this important community resource group.

Contact Information

First Name *

Alex

Last Name *

Eichten

Address *

Street Address

1623 N 3RD AVE

Address Line 2

City

WAUSAU

Postal / Zip Code

54401-1905

State / Province / Region

WI

Country

United States

Phone *

(715)937-2809

Email *

ike10design@gmail.com

Years as a Wausau Resident, if applicable *

10 years

Occupation/Employer, if applicable

Communications & Marketing - North Central Health Care
Co-founder and Co-Director of the Wausau Makers Market

Business Information

Business Name

Address

Street Address

Address Line 2

City

Postal / Zip Code

State / Province / Region

Country

Boards, Commission and/or Committee Information

Which Boards, Commissions and/or Committees interest you?

Board, Commission and/or Committee

Wausau Arts Commission

You may choose more than one from the list provided. Order in preference.

Why are you interested in serving on these particular Committees? *

I have an interest in elevating and placemaking the Wausau Area. Finding way to attract and retain talent is crucial and i want to be on the team that fosters that environment.

What qualifications can you bring to these Committees? *

I have experience and skill in elevating small/underexposed businesses, event planning and coordination, marketing, branding, photography and promotion.

On what other City Committee(s) are you currently serving, if any?

Other Community Involvement

United Way Committee Chair at North Central Health Care
Various Makers Market Events

References(Please Include 3)

Reference

First Name *

Shereen

Last Name *

Siewert

Address *

Street Address

500 N. Third St. Suite 208-8

Address Line 2

City

Wausau

Postal / Zip Code

54403

State / Province / Region

Wi

Country

United States

Phone *

(715)571-8692

Relationship to You *

Past Co-Worker

Additional Information

You are welcome to attach additional information such as your resume or vitae that may further support your appointment.

Attachment(s)

2022 Resume Final - Arts Council.pdf

1.39MB

Limit to 3 upload files

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving or Denying Various Licenses as Indicated

Committee Action: Approved 3-1

Fiscal Impact: None

File Number: 22-0108

Date Introduced: April 12, 2022

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its March 21, 2022, meeting and has made recommendations that are attached hereto in the meeting minutes and recommends these actions to the Council for its approval, now therefore

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

Approved:

Katie Rosenberg, Mayor

CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE

March 21, 2022 Meeting

AGENDA ITEM # 2

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

ADDITIONAL INFORMATION

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

1. **Denial Recommendation: New Operator's License – Jason Brown** – Convicted Felon with violent assaultive history. Multiple battery convictions, also felony conviction of strangulation/suffocation and battery to injunction petitioner, among others. (Battery is an exempt offense.)
2. **Temporary Class "B" Retailer's (Picnic) License**, Newman Catholic Booster Club, "Cabin Fever" April 2, 2022 for Wine & Beer.
3. **Change of Agent** for Kwik Trip #322, 1440 W Campus Dr – Jacob D. Holz
4. Special Event Applications from Wausau River District – **2022 Dining on the Street**, Wednesdays, 6/8 – 8/24 (Class II) and **Wausau Pride – Family Flick & Fun** (Class 1) June 4, 2022.

Note: Links to the Special Events applications will be emailed to the committee.

STAFF RECOMMENDATION

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

Mary Goede, Deputy Clerk

Date of Report: March 18, 2022

(715) 261-6621

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, March 21, 2022, at 5:15 pm, (Council Chambers)

Members Present *in Person*: Lisa Rasmussen (C), Dawn Herbst, and Becky McElhaney; *by WebEx*: Pat Peckham

Members Excused: Jim Wadinski

Others Present: Tara Alfonso, Matt Barnes, Jeremy Kopp, Kaitlyn Bernarde, Mary Goede

Consider approval or denial of various license applications.

Lisa Rasmussen stated there was one denial recommendation for an Operator's License: Jason Brown.

Jason Brown, 3725 Weston Pines Ln, Apt 202, addressed the committee stating his record was accurate but he needed the license for his job at the Holiday Gas Station because all fulltime employees were expected to be licensed to close at 10:00 pm. He acknowledged his background but pointed out it was from back in 2014 and that is over. He stated he really loves his job and wants to stay fulltime but his boss told him if he did not get the license he would be dropped down to parttime. He stated parttime would not be enough money to pay his bills.

Rasmussen commented the problem was that there is no difference between a license for working at a convenience store or a bartender at a tavern. The license is city wide and can be used at any type of liquor licensed establishment.

Deputy Chief Matt Barnes indicated the denial recommendation came from Chief Ben Bliven, but as he looked at the rationale behind it, he saw the record is very consistent with other denial recommendations. He felt there were significant concerns based on the history.

Becky McElhaney questioned if it was a state law or local ordinance that there was not an option for a license exclusively at convenience store/gas stations. She commented it seems most appeals for denial were from individuals that were working at gas station convenience stores and did not intend to bartend. Attorney Tara Alfonso stated it was state law the Operator's license applies to both bars and retail outlets.

Motion by Peckham, second by Herbst to approve or deny licenses as recommended by staff. Motion carried 3-1.

Rasmussen informed Mr. Brown his license was denied but he had the right to appeal to the full Common Council on April 12th.



PHS Date 03/21/2022

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
165768	9010 - Bartender/Operator New	BROWN, JASON	3725 WESTON PINES LN #202 SCHOFIELD WI 54476		HOLIDAY GAS STATION	03/07/2022	06/30/2022	No	No	
165347	9026 - Class I	OPAL-WAHOSKE, BLAKE	316 SCOTT ST WAUSAU WI 54403	WAUSAU PRIDE - FAMILY FLICK & FUN on 06/04/2022 Organized by WAUSAU RIVER DISTRICT					Yes	
165346	9027 - Class II	OPAL-WAHOSKE, BLAKE	316 SCOTT ST WAUSAU WI 54403	2022 DINING ON THE STREET on WEDNESDAYS Organized by WAUSAU RIVER DISTRICT					Yes	
165698	9034 - Mobile Food Vendor	,	1615 GEMINI PL WAUSAU WI 54401		LITTLE JIMMY'S	03/06/2022	03/31/2023		Yes	
165072	9069 - Temporary Class B Retailer (Picnic)	BEDENHEIMER, ROSS	6611 FEITH AVE WESTON WI 54476		NEWMAN CATHOLIC BOOSTER CLUB				Yes	
166320	9069 - Temporary Class B Retailer (Picnic)	LINDNER, LUKAS	200 WASHINGTON ST, STE 120 WAUSAU WI 54401		WAUSAU AREA CHAMBER OF COMMERCE				Yes	
165119	9080 - Public Transport Driver New	SOTAK, ASHLEY	1401 HARLYN AVE ROTHSCHILD WI 54474		NORTHWOODS CAB	02/16/2022	06/30/2022	Yes	Yes	
165158	9080 - Public Transport Driver New	THOMAS, JAY	3306 BEVERLY LN SCHOFIELD WI 54476		NORTHWOODS CAB	02/17/2022	06/30/2022	Yes	Yes	
165069	9080 - Public Transport Driver New	WITUCKI, MARY	301 S 44TH AVE WAUSAU WI 54401		NORTHWOODS CAB	02/15/2022	06/30/2022	Yes	Yes	

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

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

Authorizing execution of First Amendment to Airport Management Agreement

Committee Action: Airport: Approved 7-0
 Finance: Approved 5-0

File Number: 92-0922

Date Introduced: April 12, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: General Fund Transfer</i>
	<i>One-time Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☒ No ☐	<i>Amount: Annual Increase \$61,000</i>
SOURCE	<i>Fee Financed:</i>	Yes ☒ No ☐	<i>Amount: Airport is financed from user fees and property taxes</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount: Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the City owns and operates an airport within the corporate limits of the City of Wausau known as the Wausau Downtown Airport (“Airport”); and

WHEREAS, Wausau Flying Service, Inc. has continuously managed the Airport for the City under a current agreement dated March 20, 1998; and

WHEREAS, City is desirous of having Wausau Flying Service, Inc. continue to manage the Airport for City and be its airport manager; and,

WHEREAS, the City and Wausau Flying Service, Inc., are parties to a certain Airport Management Agreement (“Original Agreement”) dated August 24, 2016; and

WHEREAS, the parties wish to amend this Original Agreement; and

WHEREAS, the Airport Committee, at its March 16, 2022 meeting and the Finance Committee at its

March 22, 2022 meeting did approve the First Amendment to Airport Management Agreement for a period five (5) years with an option to extend the term of the agreement for three (3) additional five (5) year periods and an initial monthly management fee of Eleven Thousand Two Hundred Fifty and No/100 (\$11,250.00) which management fee will be effective June 1, 2022, and grass cutting and snow removal services at a rate of Thirty Five Dollars (\$35.00) per hour and other terms as set forth in the amended agreement which is attached as Exhibit 1; and

WHEREAS, the Finance Committee authorized the sole source purchase of airport management services from Wausau Flying Services, Inc. on March 22, 2022; and

WHEREAS, your Finance Committee has considered and recommends a budget modification as follows:

Increase	110-25099260	Transfer to Airport Fund	\$36,000
Increase	166-90089210	Transfer from General Fund	\$36,000
Increase	166-90092190	Other Professional Services	\$29,300
Decrease	166-90085531	Fuel Flow Revenue	\$ 6,700

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, substantially in the form of that which is attached, the First Amendment to Airport Management Agreement between the City of Wausau and Wausau Flying Service, Inc.

BE IT FURTHER RESOLVED that the proper city officials modify the 2022 budget as presented above.

Approved:

Katie Rosenberg, Mayor

AIRPORT COMMITTEE

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

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

Members Present *by WebEx*: Pat Peckham

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

Discussion and Possible Action Regarding 5-year Airport Management Contract Term Assessment Between Wausau Flying Service, Inc. and the City of Wausau - Chmiel

Chmiel stated over the last month we have decided we'd like to continue here at Wausau Flying Service as the Airport Manager and FBO but decided to look over our agreement to see if it was working out for both parties. Staff did a study of 14 different airports in the state which were deemed to be medium-sized general aviation airports. *He noted the results of that survey were in the committee packet, which can be accessed:*

[:https://www.ci.wausau.wi.us/Portals/0/Departments/Council/Archives/Boards%20Committees%20Commissions/Airport%20Committee/2022/AIRC_20220209_Packet.pdf](https://www.ci.wausau.wi.us/Portals/0/Departments/Council/Archives/Boards%20Committees%20Commissions/Airport%20Committee/2022/AIRC_20220209_Packet.pdf)

Chmiel commented he believed Wausau Flying Service has done a really good job with managing the airport over the last 30 years. He highlighted from the survey of 14 airports that Wausau's Airport has the 2nd highest number of based aircraft, the 4th highest number of daily operations, and the 3rd highest amount of fuel flow. He pointed out the difference in fuel volume from 2017 to 2021 was a 92% increase. He also noted we pay the highest rent if you look at the combination of rent of the terminal building and the 40% payment of corporate hangar rent to the city. We rank 4th lowest for our management fee, which is a cash outlay on a monthly basis but does not include any benefits that a normal city department head would receive.

Chmiel pointed out because we have a successful airport that is busy with a lot of operations, it has a great economic impact on the city. It is an asset that is owned by the city but the cost of maintaining the airport is assisted by the FAA. He commented because of our relationship and our pursuing of FAA funding the city will be able to maintain that asset at FAA cost. Typical projects for the airport are paid on a 95/5 basis. The city will be receiving a \$1 million improvement to their terminal building for the cost of the taxpayers of \$50,000. This proves Wausau Flying Service does its job promoting the airport and be fiscally responsible.

AIRPORT COMMITTEE

Date and Time: Wednesday, **March 16, 2022 @ 6:00 pm**, in the Council Chambers

Members Present *in person*: Lisa Rasmussen (VC), Jim Wadinski, Doug Diny, Fred Prehn, Dennis Seitz, Lou Larson, and Members Present *by WebEx*: Pat Peckham

Others Present: John Chmiel, Angela Uhl, Nathan Miller, Maryanne Groat

Discussion and Possible Action Regarding Execution of Airport Management Contract Between Wausau Flying Service, Inc. (John P. Chmiel and Angela Uhl) and the City of Wausau - Chmiel

Lisa Rasmussen noted the FBO and the Airport Management contracts work together to manage the Wausau Downtown Airport. She explained there was some discussion and documentation in the packet regarding the potential under the city's Procurement Policy for an RFP (Request for Proposal) to secure those services; however, when services provided are unique in nature such that there is either a limited number of providers or the current provider has a unique niche and/or vast experience, the city can then sole source that activity. It is important to have documentation of that and it was done this way the last time the contracts were considered.

Motion by Prehn, second by Seitz to approve the Airport Management Contract between Wausau Flying Service, Inc. (John P. Chmiel and Angela Uhl) and the City of Wausau. Motion carried 7-0.

FINANCE COMMITTEE

Date and Time: Tuesday, March 22, 2022 @ 5:15 pm., Council Chambers

Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Dawn Herbst, and Deb Ryan

Others Present: Maryanne Groat, Matt Barnes, Liz Brodek, Randy Fifrick, Nathan Miller, Tammy Stratz, Valerie Swanborg, John Chmiel & Angela Uhl, Mary Goede, Kaitlyn Bernarde

Discussion and possible action regarding the sole source approval of the First Amendment to Airport Fixed Base Operation Agreement and First Amendment to Airport Management Agreement

Rasmussen stated the next two items are the contracts for the management of the Wausau Downtown Airport that are up for renewal, the Airport Fixed Base Operation (FBO) Agreement and the Airport Management Agreement. She indicated the Airport Committee has discussed and approve these contracts. She explained sole source documentation was in the packet for Wausau Flying Service due to their vast experience over the last 20 years in this specialized service. She noted the amendments allow both parties to review the terms of the arrangement every five years. She stated Assistant City Attorney Miller worked with the airport manager on the terms.

Michael Martens questioned why the fuel flow fee was being dropped from \$0.12 to \$0.06 a gallon. John Chmiel, Airport Manager, explained when they did a survey of other airports in the state that fee was more in line with what other airports. He stated originally when the agreement was signed with the city \$0.06 was the fuel flow fee, but when the city was having budgetary difficulties during the Tipple administration, we accepted an increase of double that fee. He indicated he is now requesting to go back to the original agreement. He noted fuel flow at the Wausau Airport since 2017 has increase 92%, largely because of the relationships we have established with customers.

Motion by Herbst, second by Ryan to approve the sole source request. Motion carried 5-0.

Discussion and possible action on authorizing execution of the First Amendment to Airport Fixed Base Operation Agreement

Motion by Martens, second by Herbst to approve the agreement. Motion carried 5-0.

Discussion and possible action on authorizing execution of the First Amendment to Airport Management Agreement and related budget modification

Motion by Martens, second by Herbst to approve the agreement. Motion carried 5-0.

FIRST AMENDMENT TO AIRPORT MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT TO AIRPORT MANAGEMENT AGREEMENT (the "Agreement") is made this ____ day of _____, 2022, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Wausau Flying Service, Inc., a Wisconsin corporation, hereinafter referred to as "Manager."

WITNESSETH:

WHEREAS, City and Manager are parties to that certain Airport Management Agreement dated August 24, 2016 (the "Original Agreement"); and

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

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

1. MANAGEMENT FEE is deleted in its entirety and replaced as follows:

3. MANAGEMENT FEE. In return for all of the aforescribed and hereinafter described services provided by Manager, a monthly management fee shall be paid by City to Manager ("Management Fee"), which amount is due Manager by the fifth day of the month as follows:

A. Eleven Thousand Two Hundred Fifty and No/100 Dollars (\$11,250) per month effective as of June 1, 2022 through December 31, 2022. The monthly Management Fee shall thereafter be adjusted annually on January 1 beginning January 1, 2023, based upon any increase in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Midwest Region, All Items Index.

In addition to the Management Fee, Manager shall be paid for grass cutting and snow removal required under this Agreement at a rate of Thirty Five and No/100 Dollars (\$35.00) per hour.

2. TERM OF AGREEMENT is deleted in its entirety and replaced as follows:

4. TERM OF AGREEMENT. The term of this Agreement shall be for a period of five (5) years commencing on the date above first written. The City, upon approval by the Common Council, shall have the option to extend the term of this Agreement for three (3) additional five (5) year periods subject to all of the provisions of this Agreement, upon providing Manager with sixty (60) days advance written notice before the last day of the current term.

3. HOURS OF OPERATION is deleted in its entirety and replaced as follows:

6. HOURS OF OPERATION. Hours of operation shall be the following:

Monday through Saturday – 8:00 a.m. to 5:00 p.m., except for in the event of inclement weather at the discretion of the Manager who will remain on call.

Airport will be closed for National Holidays. Manager shall be available on call after hours and on National Holidays as reasonably needed to maintain the continuous operation of the airport.

4. TERMINATION BY CITY is deleted in its entirety and replaced as follows:

19. TERMINATION

A. DEFAULT

1. City may terminate this Agreement by giving Manager sixty (60) days advance written notice upon or after any one of the following events of default:

- a. The filing by Manager of a voluntary petition in bankruptcy.
- b. The institution of proceedings in bankruptcy against Manager and the adjudication of Manager as bankrupt pursuant to such proceedings.
- c. The taking by a court of jurisdiction of Manager and its assets pursuant to proceedings brought under the provisions of any federal reorganization act.
- d. The appointment of a receiver of Manager's assets or any general assignment for the benefit of Manager's creditors.
- e. The abandonment by Manager of the premises leased to Manager under the Airport Fixed Base Operation Agreement entered into by and between the parties dated August 24, 2016, ("FBO Agreement") except in connection with its surrender to an assignee, sublease, mortgagee, or other party succeeding to Manager's interests or portion thereof hereunder which has been approved by the advance written consent of the City Common Council.
- f. The default by Manager in the performance of any obligation required herein to be performed by Manager, and Manager's failure to correct such default within thirty (30) days after notice thereof from City.

B. FOR CAUSE

1. If the Manager shall fail to fulfill in timely and proper manner any of the obligations under this Agreement, the City shall have the right to terminate this Agreement by written notice to the Manager. In this event, the Manager shall be entitled to compensation for any satisfactory work completed.

C. FOR CONVENIENCE

1. The City may terminate this Agreement at any time by giving written notice to the Manager no later than two months before the termination date. If the City terminates under this paragraph, then the Manager shall be entitled to compensation for any satisfactory work performed to the date of termination.

This Agreement is subject to termination before the expiration of the original term or any extension term under the following circumstances:

- i. By mutual agreement of the parties at any time.

- ii. At the sole discretion of the City, if the Manager materially fails to perform any of the Manager's obligations under the Agreement and such failure is not cured within a reasonable time after the Manager's receipt of a written notice from the City.
- iii. At the sole discretion of the Manager, if the City materially fails to perform any of the City's obligations under the Agreement and such failure is not cured within a reasonable time after receipt of a written notice from the Manager.

The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this Agreement, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Failure of City to declare this Agreement terminated upon the default of Manager for any of the reasons set out above shall not operate to waive the right of City to terminate this Agreement by reason of any subsequent violation of the terms of this Agreement.

D. City may terminate this Agreement upon sixty (60) days' written notice to Manager upon the happening of any of the following events:

- 1. The lawful assumption by the United States Government or any authorized agency thereof, or by the State of Wisconsin, or any authorized agency thereof, without inducement by City, of the operation, control or use of Airport and facilities, or any substantial part or parts thereof, in such manner as to substantially restrict Manager, for a period of at least sixty days, from operating from the premises leased to Manager under the FBO Agreement.
- 2. The termination of the FBO Agreement by either party.

5. 30. AMENDMENT is being added to provide as follows:

30. AMENDMENT. No waiver, amendment, or variation of the terms of this Agreement shall be valid unless in writing and signed by the City and Manager, and then only to the extent specifically set forth in writing.

Except as amended hereby, the Original Agreement is not otherwise amended and remains in full force and effect.

[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.

CITY OF WAUSAU BY:

Katie Rosenberg, Mayor

Kaitlyn Bernarde, City Clerk

WAUSAU FLYING SERVICES, INC., BY:

President

Secretary

SUMMARY OF AIRPORT CONTRACT TERMS

Airport Management Contract ("Management Contract")

- Ten Year Term: August 24, 2016 -August 23, 2026. This is a legally binding obligation upon both parties. There is no termination for convenience provision.
 - City has option to extend term for two (2) additional ten (10) year periods upon approval by Common Council.
 - Monthly payment of \$6,190 per month beginning January 1, 2017, subject to CPI increases beginning January 1, 2018.
 - CPI Adjustment History:
-
- Manager may not assign rights or obligations under contract without advance written consent of the City. Shareholders of Manager shall not transfer 50% or more of the ownership interest without express written consent of the City.

In addition, at the inception of the contract the Manager was separately paid for grass cutting and snow removal at a rate of \$25.00/hour. In November, 2021, the Airport Manager requested an increase in both rates to \$35.00/hour. The Airport Committee made a motion to recommend approval of a rate of \$35.00/hour for snow removal but leave the mowing rate at \$25.00/hour. There is no indication this has progressed to the Finance Committee and then to Common Council for approval. According to DPW, the City provides the equipment for snow removal and provides the maintenance for the equipment.

- The Common Council approved the use of CARES funding designated specifically for use at the Airport for the down payment of a front end loader for snow removal for the Airport.

Airport Fixed Base Operation Agreement ("FBO Contract")

- Ten Year Term: August 24, 2016 -August 23, 2026. This is a legally binding obligation on both parties. There is no termination for convenience provision.
 - City has option to extend term for two (2) additional ten (10) year periods upon approval by Common Council
 - Rental paid by FBO: \$1,000 per month annual adjusted for CPI on anniversary date of agreement
 - CPI Adjustment History:
-
- 0.12/gallon fuel flow fee paid by FBO to City monthly.
FBO keeps all other fuel profits, if any.
 - Hangars 1-4 ("T-Hangars"):
FBO retains 60% of the rental revenues

FBO responsible for 60% of all utilities
City receives 40% of rental revenues
City pays 40% of cost of hangar operation.

- FBO may not assign rights or obligations under contract without advance written consent of the City. Shareholders of FBO shall not transfer 50% or more of the ownership interest without express written consent of the City.
- The Common Council approved a resolution forgiving the FBO for rent, utilities, and its share of fuel flow revenue for the period of March 13, 2020, through May 13, 2020.

Both the Management Contract and FBO Contract were sole-source contracts and no RFP was issued.

The current Management and FBO Contracts were the result of a request by Wausau Flying Service, Inc. to renegotiate the contracts that existed at that time. The former contracts were entered into on March 20, 1998, and provided for a twenty year term which should not have expired until March 19, 2018.

For comparison purposes, the City of Waupaca is currently conducting a search for an Airport Manager in two different position structures: an RFP for a contracted manager and alternatively an employee recruitment as a city position within the Public Works Department. As an employment recruitment the position has an hourly wage range of \$22.89 - \$25.43. Applications and RFPs are due Friday, March 11, 2022. The current contracted airport Manager (Plane Guys Aviation) contract expires April 30, 2022. The City RFP provides that it is open to entering into a single contract that would cover Airport Manager and FBO services, or enter into separate contracts resulting in different providers for mechanical services and flight school services.



HUMAN RESOURCES DEPARTMENT

MEMORANDUM

TO: Nathan Miller
FROM: Toni Vanderboom
DATE: March 16, 2022
RE: Market Analysis for Fixed Base Operator and/or Airport Manager

At your request, the Human Resources Department conducted a market analysis for FBO (Fixed Base Operator) and airport management responsibilities.

When Human Resources staff conduct an internal market analysis (without the assistance of an outside contractor), we use comparable markets to establish a fair market rate for the position. When establishing comparable cities, provided we do not have a list of comparables established via prior arbitration or mediation, I usually compare population and size of the city/village/county. I also usually include neighboring municipalities even if services and/or size is dissimilar to Wausau since those municipalities are competition due to close proximity.

I struggled to establish comparable markets for the Wausau Downtown Airport because community population and size identifiers do not correlate to similar airport services. According to the 2021-2022 Wisconsin Airport Directory, there are at least 128 airports in the state of Wisconsin. 35 of the airports in the directory are listed as municipal airports. According to the 2020 Wisconsin DOT Airport Survey, there are at least 36 FBOs in the state of Wisconsin. The Airport Committee packet from February 9, 2022 included an Airport Comparison Survey. Without service and classification benchmarks of services, it is difficult to establish a list of comparable airports or confirm whether the provided survey includes appropriate comparable airports.

I contacted Stevens Point, as a local municipality with a presumably similar airport. Their airport is run by an airport manager with a pay range of \$66,144-\$84,448.

Without a list of comparable airports, I searched for advertisements for similar jobs. I located the following advertisements for similar positions:

City		Title	Pay Range
Appleton	Ad	Airport FBO General Manager	\$65,021-70,054
Appleton	Ad	Operations Supervisor Fulltime FBO	\$54,954-68,994
Waupaca	Ad	Airport Manager	\$47,611.20-52,894.40

The City of Waupaca has also listed an RFP for Airport manager which closed on 3/11/22

Based on the limited information I was able to locate, the current contract rate appears to be within but at the high end of the market rate for the duties. A more comprehensive analysis can be conducted after establishing either comparable airports or criteria to establish comparables.

CITY OF WAUSAU, WISCONSIN

PROCUREMENT POLICY

POLICY OBJECTIVE

The City of Wausau has adopted this procurement policy in order to provide City employees with uniform guidance in the purchase of supplies, equipment, services and property. The controls and procedures set forth are intended to provide reasonable assurance that the lowest cost, highest quality good or service is obtained, while balancing the need for flexibility and efficiency in departmental operations.

COVERAGE

This policy applies to the purchases of all departments and divisions of the City of Wausau. The provisions of Wisconsin Statutes s 62.15 and Wausau Municipal Code 12.08 apply to the procurement of public construction and take precedence over any portion of this policy that may conflict with that statute. Procurement activities for MetroRide are subject to the provisions of the Federal Transit Administration and take precedence over any portion of this policy which may conflict with their guidelines. More restrictive procurement procedures required by grants, aids, statutes or other external requirements or funding sources will take precedence.

GOALS

1. To encourage open and free competition to the greatest extent possible.
2. To receive maximum value and benefits for each public dollar spent.
3. To ensure that all purchases are made in compliance with federal, state and local laws.
4. To prevent potential waste, fraud, abuse and conflicts of interest in the procurement process.
5. To assure proper approvals are secured prior to the purchase and disbursement of public funds.

ETHICAL STANDARDS

1. All procurement shall comply with applicable federal, state and local laws, regulations, policies and procedures. Municipal Code 2.03 Code of Ethics for Public Officials and Employees provides general ethical standards and conduct expectations.
2. In general, employees are not to engage in any procurement related activities that would actually or potentially create a conflict of interest, or which might reasonably be expected to contribute to the appearance of such a conflict.
3. No employee shall participate in the selection, award or administration of a contract if a conflict of interest would be involved. Such a conflict would arise when the employee, any member of his immediate family, business partner or any organization that employs, or is about to employ, any of the above, has a financial interest or other interest in the firm selected for award.
4. To promote free and open competition, technical specifications shall be prepared to meet the minimum legitimate need of the City and to the extent possible, will not exclude or discriminate against any qualified contractors.
5. No employee shall solicit or accept favors, gratuities, or gifts of monetary value from actual or potential contractors or subcontractors.
6. Employees must maintain strict confidentiality in the procurement process and shall not impart privileged information to any contractors that would give them advantage over other potential contractors.

7. Personal purchases for employees by the City are prohibited. City employees are also prohibited from using the City's name or the employee's position to obtain special consideration in personal purchases. Employee purchase programs may be established with vendors with prior approval from the Mayor, provided that the vendor provides similar programs to employees of other private entities.

GENERAL GUIDELINES

These general guidelines shall be adhered to as closely as possible by all departments in the procurement of goods and services.

1. Procurements are classified into the following two major categories:
 - Purchasing Goods is defined as equipment, furnishings, supplies, materials and vehicles or other rolling stock. The rental, leasing of these items is also considered to fall within this category and the cost shall be determined by considering the maximum total expenditure over the term of the agreement.
 - Purchase of Services is classified into additional categories of professional services, contractor services, construction services and combined goods and service contracts.
2. Buy Local - It is the desire of the City to purchase locally when possible. This can be accomplished by ensuring that local vendors who have goods or services available are included in the competitive solicitation process that will precede major purchases. It is also the desire of the City to purchase from disadvantaged enterprise businesses whenever possible as defined by Wisconsin Statute 84.06(1).
3. Cooperative Procurement Programs – Departments are encouraged to use cooperative purchasing programs sponsored by the State of Wisconsin or other jurisdictions. Purchases of goods and services secured through these programs are considered to have met the requirements of competitive procurement outlined in this policy. Additionally, if identical products can be obtained at a lower price than current cooperative purchasing contracts, no additional quotes are required.
4. Purchasing Oversight – Department heads have the responsibility for procurement issues in their individual departments. A department head is defined as the City employee having responsibility for the department on behalf of which moneys were appropriated in the City budget for purchases.
5. Emergencies – When an emergency situation does not permit the use of the competitive process outlined in the policy, the applicable department head, Finance Director and Mayor may determine the procurement methodology most appropriate to the situation. Appropriate documentation of the basis for the emergency should be maintained and filed with the City Clerk. All emergency purchases exceeding \$50,000 shall require the Department Head to provide written notice to the Common Council.
6. Identical Quotes or Bids – If two or more qualified bids/quotes are for the same total amount or unit price, and quality or service is considered equal the contract shall be awarded to the local bidder. Where this is not practical the contract will be awarded by drawing lots in public.
7. Serial Contracting – No contract or purchase shall be subdivided to avoid the requirements of this policy. Serial contracting is the practice of issuing multiple purchase order to the same vendor for the same good or service in any 90 day period in order to avoid the requirements of the procurement policy.
8. Purchase Orders and Purchase Order Cover Sheet – Shall be issued for all purchases of goods and services in excess of \$ \$10,000.
9. Policy Review – This policy will be reviewed by the Finance Committee every two years or sooner at the discretion of the Common Council.
10. Protest Procedures – Any interested party who wishes to protest at any point in the procurement process, evaluation, award, or post-award, may do so. An “interested party” must, however, be an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract. Protests must be submitted timely, in writing to the City Clerk, 407

Grant Street, Wausau WI 54403 but no later than five (5) working days following the City's procurement decision. The protest must contain a detailed statement of the grounds for the protest and any supporting documentation. Upon the receipt of the written protest, the City Clerk will notify the City Attorney and Finance Director who will work to resolve the matter within five (5) working days. If the protester is not satisfied and indicates the intention to appeal to the next step the award will be temporarily suspended unless it is determined that: 1) the item to be procured is urgently required; 2) delivery or performance will be unduly delayed by failure to make the award promptly; 3) Failure to make the prompt award will otherwise cause harm to the City; or 4) The protest has no merit. If the protester wishes to appeal the decision of the City Attorney and Finance Director the matter will be forwarded to the City of Wausau Finance Committee and the Common Council for the ultimate local disposition.

PURCHASE OF GOODS

1. Purchase of Goods under \$10,000 – may be made based on the best judgment of the department head or division director. However, it is recommended that competitive quotes be obtained. Specific procurement documentation is not required.
2. Purchase of Goods \$10,000 to \$25,000 – requires department head approval **PRIOR** to placing the order and the issuance of a purchase order. The cost of the purchase must have been included within the approved department budget. The department **MUST** obtain (3) three written quotations, if possible. Quote summary, request for quote documentation and written quotes must be submitted to the Finance Department with the purchase order request. Purchase orders will not be processed without the proper documentation.
3. Purchase of Goods in excess of \$25,000 – a formal bid process is required.
 - a. Requests for such bids shall be formally noticed. All notices and solicitations of bids shall state the time and place of the bid opening.
 - b. All bids shall be submitted sealed to the City Official designated in the bid packet and shall have the bid name and date identified on the envelope.
 - c. All sealed bids shall be opened and recorded by the Board of Public Works. The department head shall be responsible for the preparation of all plans, bid specifications, notices and advertising. Prequalification of bidders may be done at the discretion of the department head. A tabulation of bids received shall be available for public inspection. The Board of Public Works shall have the authority to award the contract when the costs of the purchase have been included within the approved City budget. Purchases that do not meet this criteria and are not otherwise authorized by law, rule or regulation, shall be authorized separately by the Common Council. All bid documentation shall be placed on file with the City Clerk.
 - d. In general, the contract shall be awarded to the lowest priced responsible bid, taking into consideration the following factors: the qualities of the goods supplied, conformity with specifications, product compatibility, maintenance costs, vendor support and delivery terms. Written documentation or explanation shall be required if the contract is awarded to other than the lowest responsible bidder. This documentation will include a justification as to why it was in the City's best interest to award the contract to other than the lowest responsible bidder.
4. Commodities \$10,000-\$50,000 – commodities subject volatile pricing such as fuel may through via written quotes. These purchases require department head approval prior to placing the order and the issuance of a purchase order. The cost of the purchase must have been included within the approved department budget. The department must obtain (3) written quotations, if possible. Quote summary, written quotes and any other available documentation must be submitted to the Finance Department with the purchase order request.
5. The department head shall administer the purchase.
6. The following items must be purchased using a centralized purchasing process:
 - a. Copiers - coordinated by the CCITC.
 - b. Computer hardware/software - coordinated by CCITC.
 - c. Cellular telephone, telephones, security cameras and similar communication and technology equipment – coordinated by CCITC.
 - d. Furniture – coordinated by Department of Public Works.

- e. Office Supplies – coordinated by the Finance Department.
- f. Janitorial Services – coordinated by Department of Public Works.
- g. Vehicles and other rolling Stock – coordinated by Department of Public Works.
- h. Facility Maintenance, Repair and Improvement – coordinated by Department of Public Works.

PURCHASE OF SERVICES

Whenever practical the purchase of services should be conducted based upon a competitive process:

- Contractor services is defined as the furnishing of labor, time or effort by a contractor, usually not involving the delivery of specific goods or products other than those that are the end result of and incidental to the required performance. Examples of contractor service include: refuse and recycling collection, snow removal, EMS billing services, janitorial, elevator maintenance, mailing, or delivery services. Contractor services shall follow the competitive procurement policy for the Purchase of Goods subject to the same spending guidelines. The cost shall be determined by considering the maximum total expenditure over the term of the contract.
- Construction services is defined as substantial repair, remodeling, enhancement construction or other changes to any City owned land, building or infrastructure. Procedures found with in State of Wisconsin Statute 62.15 and Wausau Municipal Code 12.08 shall take precedence. In absence of guidance in these areas, construction services shall follow the competitive procurement policy for the Purchase of Goods subject to the same spending guidelines.
- Combined Goods and Services in situations where the purchase combines goods and services (exclusive of construction and contractor services), such as many technology projects, the purchase shall be treated as a purchase of professional services.
- Professional services is defined as consulting and expert services provided by a company, organization or individual. Examples of professional services include: attorneys, certified public accountants, appraiser, financial and economic advisors, engineers, architect, planning and design. Professional services are generally measured by the professional competence and expertise of the provider rather than cost alone.

1. Request for Proposal Required

- a) If it is estimated that the service being solicited has a total cost of over \$25,000 a formal Request for Proposal shall be used to solicit vendor responses. The department head shall be responsible for the preparation of all Requests for Proposal specifications, notices and advertising. Prequalification of proposers may be done at the discretion of the department head.
- b) The Purpose of an RFP is to solicit proposals with specific information on the proposer and the service offered which will allow the City to select the best proposal. The best proposal is not necessarily the proposal with the lowest cost.
- c) Based upon the services or project and the magnitude of the outcome a selection committee may be advisable.
- d) Requests for proposals shall be formally noticed. All notices and solicitations of proposals shall state the time and place of the proposal opening.
- e) Information to be requested of the proposer should include: Years of experience in the area desired services, financial strength of the company, examples of similar services/projects completed, resumes of staff associated with the project/service, list of references, insurance information, In addition the proposal should provide information about the City, scope of services requested and desired outcomes or deliverables. The proposal should also identify evaluation factors and relative importance.
- f) Establish selection criteria and include this information with the RFP. It is generally advisable to establish a numeric ranking matrix. This reduces the subjective nature of the rating process.

- g) Proposals should be solicited from an adequate number of qualified sources. Requests for proposal should be formally noticed. All notices and solicitations should provide the issue date, response due date, date and time of opening responses and a contact person.
- h) Proposals shall be opened and recorded by the Board of Public Works. A tabulation of proposals received shall be available for public inspection. All proposal documentation shall be placed on file with the City Clerk. The Department Head and selection committee (if applicable) will then review the proposals and make a selection.

2. Attorney Professional Services.

- a) The City Attorney shall hire and manage all outside legal counsel engaged to represent and/or advise the city regarding all matters of any character, in which the city is interested, before any court or tribunal.
- b) The City may enter into negotiated contracts without a competitive selection process for the procurement of services if the services are for professional services to be provided by attorneys who charge on an hourly basis, or who are designated by the city's liability insurance carriers. When retention of legal services to perform ongoing services in one type of matter, such as bond counsel or prosecution services, is required, the procurement policy, for professional services shall be followed. The City Attorney shall have authority to sign engagement letters on behalf of the City.
- c) The invoices of Counsel designated or engaged by the City's insurance carriers shall be monitored by the City Attorney and paid by the City up to the City's self-insured retention level for that matter, without further approval from the Finance Committee or Common Council. In all other matters, where the aggregate legal fees for any one matter, regardless of the time period during which work was performed, exceed \$50,000, the City Attorney shall inform the Common Council of the status of the matter and the amount of fees incurred to date.
- d) Billing Frequency and Format
 - i) Time Changes. Actual time should be billed in one-tenth (.10) hour increments.
 - ii) Billing Frequency. Invoices for legal services or expense shall be invoiced every 30 days from the date of initial suit assignment and monthly thereafter.

In any event, invoices submitted more than 60 days after the last date of legal services will require explanation of the billing delay to the City Attorney.

Invoices submitted more than one (1) year after the last date of legal services or expense will be rejected.

- Service contracts or agreements should be reviewed by the City Attorney and placed on file with the City Clerk.

SOLE SOURCE

Sole source purchasing allows for the procurement of goods and services from a single source without soliciting quotes or bids from multiple sources. Sole source procurement cannot be used to avoid competition, rather it is used in certain situations when it can be documented that a vendor or contractor holds a unique set of skills or expertise, that the services are highly specialized or unique in character or when alternate products are unavailable or unsuitable from any other source. Sole source purchasing should be avoided unless it is clearly necessary and justifiable. The justification must withstand public and legislative scrutiny. In advance of the purchase, the Department Head is responsible for providing written documentation justifying the valid reason to purchase from one source or that only one source is available. Sole source purchasing criteria include: urgency due to public safety, serious injury financial or other, other unusual and compelling reasons, goods or service is available from only one source and no other good or service will satisfy the City's requirements, lack of acceptable bids or quotes,

an alternate product or manufacturer would not be compatible with current products resulting in additional operating or maintenance costs, standardization of a specific product or manufacturer will result in a more efficient or economical operation, aesthetic purposes or compatibility is an overriding consideration, the purchase is from another governmental body, continuity achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, economical to the city on the basis of time and money of proposal development.

1. Sole source purchase under \$ \$10,000 shall be evaluated and determined by the Department Head. No written documentation required.
2. Sole source purchase of \$10,000 to \$25,000 a formal written justification shall be forwarded to the Finance Director in advance of the purchase, who will concur with the sole source or assist in locating additional competitive sources.
3. Except for the purchases related to the Water and Sewer Utility, sole source purchase exceeding \$25,000 must be approved by the Finance Committee.
4. Sole source purchases related to the Water and Sewer Utility exceeding \$25,000 must be approved by the Wausau Waterworks Commission.

Sole Source Exemptions: The following purchases are exempt from competitive purchasing requirements and sole source documentation:

1. Software maintenance and support services when procured from the proprietary owner of the software.
2. Original equipment manufacturer maintenance service contracts, and parts purchases when procured directly from the original manufacturer/authorized dealer or representative.
3. Insurance policy purchases and services through CVMIC and TMIC of Wisconsin
4. Utility Services and Charges.
5. Marathon County Landfill
6. Services and products purchased from CCITC

BUDGET

All purchases shall be made in accordance with the budget approved by the Common Council. The department head has the responsibility for managing departmental spending to ensure the line item budget is not overspent and for initiating Transfer of Funds Requests when appropriate.

CONTRACT AUTHORIZATION

The Mayor is authorized to enter into contracts on behalf of the City of Wausau without additional council approval if the contracts meet the following criteria:

1. Purchase of Goods – The City may purchase equipment, furnishings, goods, supplies materials and rolling stock when the costs of the same have been included in the approved City Budget.
2. Purchase of Services – The City may contract for the purchase of services without Council resolution when the following conditions have been met:
 - a) The funds for services are included in the approved City budget.
 - b) The procurement for services complies with the procurement policy.
 - c) The City Attorney has reviewed and approved the form of the contract.
 - d) The contract complies with other laws, resolutions and ordinances.
 - e) The contract term meets one of the following criteria:
 1. The contract is for a period of one year or less, or
 2. The contract is for a specific project, or
 3. The contract is for a period of not more than three years and the annual average cost of the services does not exceed \$25,000.
3. The following contracts require council approval:
 - (a) Collective Bargaining Agreements – Any contract between the City of Wausau and any collective bargaining unit representing City employees.
 - (b) Real Estate Purchases – Contracts for the sale or purchase of real estate where the City of Wausau is the proposed seller or purchaser. Council approval is **not** required for

commencement of foreclosure action to collect a loan or other debt owed to the City when the debtor has failed to cure any default in payment of the loan or other obligation.

- (c) Leases – Contracts for lease of real estate where the City is either a proposed landlord or a proposed tenant exclusive of airport hangar, parking stall rentals and short term park facilities rentals.
- (d) Easements and Land Use Restrictions – Contracts for easements, restrictive covenants or other limitations which may be placed upon the use of any City-owned property.
- (e) Intergovernmental Contracts in excess of \$5,000 – Contracts between the City of Wausau and other local, state or federal governments or agencies except, cooperative purchasing agreements.
- (f) Development Agreements – Contracts for the provision of infrastructure, financial assistance or other incentives by the City for the benefit of a developer or business venture.
- (g) City Services – Contracts whereby the City of Wausau agrees to provide services to another party.
- (h) Managed competition, outsourcing contracts – Contracts for labor or personal services to be performed by persons who are not city employees for work that has been performed by city employees within the past five (5) years and the contract will result in the elimination of positions and the layoff of personnel.

4. The common council delegates contract approval to the department level for the following:

- (a) Community Development Housing and Commercial Development Loans and Grants issued from grants and related program income.

Contracts shall be signed by the Mayor and counter-signed by the City Clerk, City Finance Director and City Attorney. The City Finance Director shall certify that funds have been provided by the Council to pay the liability that may be incurred under the contract. The City Attorney shall approve the contract as to form and the City Clerk shall attest to the Mayor's signature. Contract change orders may be signed by the Board of Public Works as long as the change order does not materially change the work performed and funds are available within the budget. Purchase contracts for goods or services valued at \$10,000 or less may be signed by individual department directors as long as the purchase is provided in the budget.

H:\fwcommon\financialpolicies\procurementpolicy.wpd

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

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

Authorizing execution of First Amendment to Airport Fixed Base Operation Agreement

Committee Action: Airport: Approved 7-0
Finance: Approved 5-0

File Number: 92-0922

Date Introduced: April 12, 2022

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City owns and operates an airport within the corporate limits of the City of Wausau known as the Wausau Downtown Airport (“Airport”); and

WHEREAS, Wausau Flying Service, Inc. has continuously provided certain aeronautical services (“FBO Services”) to the public at the Airport and to that end has leased from the City certain premises located on the Airport property for such purposes under a current agreement dated March 20, 1998; and

WHEREAS, City is desirous of having Wausau Flying Service, Inc. continue to provide such FBO Services at the Airport; and

WHEREAS, the City and Wausau Flying Service, Inc., are parties to a certain Airport Fixed Base Operation Agreement (“Original Agreement”) dated August 24, 2016; and

WHEREAS, the parties wish to amend this Original Agreement; and

WHEREAS, the Airport Committee, at its March 16, 2022 meeting and the Finance Committee at its

March 22, 2022 meeting did approve the First Amendment to Airport Fixed Base Operation Agreement for a period of five (5) years with an option to extend the term of the agreement for three (3) additional five (5) year periods, amend the hours of operation, termination clauses, and amendment clauses and a \$0.06 per gallon fuel flow fee to be paid to the City for every gallon of fuel sold as set forth in the amended agreement which is attached as Exhibit 1; and

WHEREAS, the Finance Committee authorized the sole source purchase of FBO Services from Wausau Flying Services, Inc. on March 22, 2022.

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, substantially in the form of that which is attached, the First Amendment to Airport Fixed Base Operation Agreement between the City of Wausau and Wausau Flying Service, Inc.

Approved:

Katie Rosenberg, Mayor

AIRPORT COMMITTEE

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

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

Members Present *by WebEx*: Pat Peckham

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

Discussion and Possible Action Regarding 5-year FBO Contract Term Assessment Between Wausau Flying Service, Inc. and City of Wausau - Chmiel

Rasmussen stated this is the companion contract between the business and the city.

Chmiel clarified on this survey and what we are asking for re-negotiation, the adjustment in the management fee as well as the \$35 per hour for labor on grounds keeping and snow removal, would be part of the Airport Management Contract, but the flexibility in hours that he is asking for and the reduction in fuel flow fee to \$0.06 would be part of the FBO Agreement. Wausau Flying Service has two contracts with the city, one is to provide the airport management services and the other is to provide the services at the airport.

AIRPORT COMMITTEE

Date and Time: Wednesday, **March 16, 2022 @ 6:00 pm**, in the Council Chambers

Members Present *in person*: Lisa Rasmussen (VC), Jim Wadinski, Doug Diny, Fred Prehn, Dennis Seitz, Lou Larson, and Members Present *by WebEx*: Pat Peckham

Others Present: John Chmiel, Angela Uhl, Nathan Miller, Maryanne Groat

Discussion and Possible Action Regarding Execution of FBO Contract Term Assessment Between Wausau Flying Service, Inc. (John P. Chmiel and Angela Uhl) and the City of Wausau - Chmiel

Rasmussen stated the renegotiation done by the Airport Manager along with the City Attorney's Office allows for some consecutive renewals, but also a review period at the five-year mark. John Chmiel explained they wanted a 20-year agreement, but if they wrote a 20-year agreement we would not be able to look at the terms every five years, which both parties feel is fair. It will be renewal every five years but allows us to come to the table after five years to look at the terms and make sure both parties are happy with it.

Fred Prehn commented he did some research on other contracts from cities of similar size and felt the City of Wausau did an excellent job of negotiating and that it is a fair contract. The provision to allow it to be revisited every five years is prudent and he did not see any areas of the contract that had deficiencies.

Chmiel questioned what needs to be done after they have established the agreement with Charlie Turner, since he and Angela Uhl are currently in negotiations to purchase the company (Wausau Flying Service Inc.). Rasmussen questioned if they were changing names or taking over the same corporation's name. Chmiel explained they would be buying the assets and forming a new corporation.

Prehn thought they would have to come back to this committee to reaffirm the contracts with the new name. Assistant City Attorney Nathan Miller stated it would come back to committee because it states if any shares of 50% or more are transferred to a new entity it will need to be approved.

Pat Peckham indicated he appreciated the research done by Fred Prehn on the contract because that research along with Prehn's knowledge of airports gave him additional comfort with this decision.

Motion by Prehn, second by Larson to approve the FBO Contract between Wausau Flying Service, Inc., (John P. Chmiel and Angela Uhl) and the City of Wausau. Motion carried 7-0.

FINANCE COMMITTEE

Date and Time: Tuesday, March 22, 2022 @ 5:15 pm., Council Chambers

Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Dawn Herbst, and Deb Ryan

Others Present: Maryanne Groat, Matt Barnes, Liz Brodek, Randy Fifrick, Nathan Miller, Tammy Stratz, Valerie Swanborg, John Chmiel & Angela Uhl, Mary Goede, Kaitlyn Bernarde

Discussion and possible action regarding the sole source approval of the First Amendment to Airport Fixed Base Operation Agreement and First Amendment to Airport Management Agreement

Rasmussen stated the next two items are the contracts for the management of the Wausau Downtown Airport that are up for renewal, the Airport Fixed Base Operation (FBO) Agreement and the Airport Management Agreement. She indicated the Airport Committee has discussed and approve these contracts. She explained sole source documentation was in the packet for Wausau Flying Service due to their vast experience over the last 20 years in this specialized service. She noted the amendments allow both parties to review the terms of the arrangement every five years. She stated Assistant City Attorney Miller worked with the airport manager on the terms.

Michael Martens questioned why the fuel flow fee was being dropped from \$0.12 to \$0.06 a gallon. John Chmiel, Airport Manager, explained when they did a survey of other airports in the state that fee was more in line with what other airports. He stated originally when the agreement was signed with the city \$0.06 was the fuel flow fee, but when the city was having budgetary difficulties during the Tipple administration, we accepted an increase of double that fee. He indicated he is now requesting to go back to the original agreement. He noted fuel flow at the Wausau Airport since 2017 has increase 92%, largely because of the relationships we have established with customers.

Motion by Herbst, second by Ryan to approve the sole source request. Motion carried 5-0.

Discussion and possible action on authorizing execution of the First Amendment to Airport Fixed Base Operation Agreement

Motion by Martens, second by Herbst to approve the agreement. Motion carried 5-0.

Discussion and possible action on authorizing execution of the First Amendment to Airport Management Agreement and related budget modification

Motion by Martens, second by Herbst to approve the agreement. Motion carried 5-0.

FIRST AMENDMENT TO AIRPORT FIXED BASE OPERATION AGREEMENT

THIS FIRST AMENDMENT TO AIRPORT FIXED BASE OPERATION AGREEMENT (the "Agreement") is made this ____ day of _____, 2022, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Wausau Flying Service, Inc., a Wisconsin corporation, hereinafter referred to as "FBO."

WITNESSETH:

WHEREAS, City and FBO are parties to that certain Airport Fixed Base Operation Agreement dated August 24, 2016 (the "Original Agreement"); and

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

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

1. FUEL FLOW FEE is deleted in its entirety and replaced as follows:

4. FUEL FLOW FEE. The price of all fuel sold at Airport shall be a price which encourages utilization of the Airport by air traffic (a current schedule of fuel prices shall be provided to City), and a \$0.06 per gallon fuel flow fee shall be paid by FBO to City, on a monthly basis, for every gallon of fuel sold, and all appropriate and necessary reports concerning fuel flow shall be furnished by FBO to City upon request. This fuel flow fee specifically applies to all sales of petroleum products, including gasoline.

2. TERM OF AGREEMENT is deleted in its entirety and replaced as follows:

6. TERM OF AGREEMENT. The term of this Agreement shall be for a period of five (5) years commencing on the date above first written. The City, upon approval by the Common Council, shall have the option to extend the term of this Agreement for three (3) additional five (5) year periods subject to all of the provisions of this Agreement, upon providing FBO with sixty (60) days advance written notice before the last day of the current term.

3. HOURS OF OPERATION is deleted in its entirety and replaced as follows:

11. HOURS OF OPERATION. Hours of operation shall be the following:

Monday through Saturday – 8:00 a.m. to 5:00 p.m., except for in the event of inclement weather at the discretion of the Manager who will remain on call.

Airport will be closed for National Holidays. Availability of FBO services outside of the foregoing hours shall be on an on-call basis, as requested by airport patrons and at the discretion of the FBO.

4. TERMINATION BY CITY is deleted in its entirety and replaced as follows:

30. TERMINATION

- A. DEFAULT

1. City may terminate this Agreement by giving FBO sixty (60) days advance written notice upon or after any one of the following events of default:

- a. The filing by FBO of a voluntary petition in bankruptcy.
- b. The institution of proceedings in bankruptcy against FBO and the adjudication of FBO as bankrupt pursuant to such proceedings.
- c. The taking by a court of jurisdiction of FBO and its assets pursuant to proceedings brought under the provisions of any federal reorganization act.
- d. The appointment of a receiver of FBO's assets or any general assignment for the benefit of FBO's creditors.
- e. The abandonment by FBO of the Premises except in connection with its surrender to an assignee, sublease, mortgagee, or other party succeeding to FBO's interests or portion thereof hereunder which has been approved by the advance written consent of the City Common Council.
- f. The default by FBO in the performance of any obligation required herein to be performed by FBO, and FBO's failure to correct such default within thirty (30) days after notice thereof from City.

In the event of termination for default by FBO, the City shall have the right at once and without further notice to the FBO to take possession of the Premises.

B. City may terminate this Agreement upon sixty (60) days' written notice to FBO upon the happening of any of the following events:

1. The lawful assumption by the United States Government or any authorized agency thereof, or by the State of Wisconsin, or any authorized agency thereof, without inducement by City, of the operation, control or use of Airport and facilities, or any substantial part or parts thereof, in such manner as to substantially restrict FBO, for a period of at least sixty days, from operating from the premises leased to FBO under the FBO Agreement.
2. The termination of that certain Airport Management Agreement entered into by and between the City and FBO, dated August 24, 2016, by either party.

C. FOR CAUSE

1. If the FBO shall fail to fulfill in timely and proper manner any of the obligations under this Agreement, the City shall have the right to terminate this Agreement by written notice to the FBO. In this event, the FBO shall be entitled to compensation for any satisfactory work completed.

D. FOR CONVENIENCE

1. The City may terminate this Agreement at any time by giving written notice to the FBO no later than two months before the termination date. If the City terminates under this paragraph, then the FBO shall be entitled to compensation for any satisfactory work performed to the date of termination.

This Agreement is subject to termination before the expiration of the original term or any extension term under the following circumstances:

- i. By mutual agreement of the parties at any time.
- ii. At the sole discretion of the City, if the FBO materially fails to perform any of the FBO's obligations under the Agreement and such failure is not cured within a reasonable time after the FBO's receipt of a written notice from the City.
- iii. At the sole discretion of the FBO, if the City materially fails to perform any of the City's obligations under the Agreement and such failure is not cured within a reasonable time after receipt of a written notice from the FBO.

The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this Agreement, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Failure of City to declare this Agreement terminated upon the default of FBO for any of the reasons set out above shall not operate to waive the right of City to terminate this Agreement by reason of any subsequent violation of the terms of this Agreement.

5. 42. AMENDMENT is being added to provide as follows:

42. AMENDMENT. No waiver, amendment, or variation of the terms of this Agreement shall be valid unless in writing and signed by the City and FBO, and then only to the extent specifically set forth in writing.

Except as amended hereby, the Original Agreement is not otherwise amended and remains in full force and effect.

[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.

CITY OF WAUSAU BY:

Katie Rosenberg, Mayor

Kaitlyn Bernarde, City Clerk

WAUSAU FLYING SERVICES, INC., BY:

President

Secretary

SUMMARY OF AIRPORT CONTRACT TERMS

Airport Management Contract ("Management Contract")

- Ten Year Term: August 24, 2016 -August 23, 2026. This is a legally binding obligation upon both parties. There is no termination for convenience provision.
 - City has option to extend term for two (2) additional ten (10) year periods upon approval by Common Council.
 - Monthly payment of \$6,190 per month beginning January 1, 2017, subject to CPI increases beginning January 1, 2018.
 - CPI Adjustment History:
-
- Manager may not assign rights or obligations under contract without advance written consent of the City. Shareholders of Manager shall not transfer 50% or more of the ownership interest without express written consent of the City.

In addition, at the inception of the contract the Manager was separately paid for grass cutting and snow removal at a rate of \$25.00/hour. In November, 2021, the Airport Manager requested an increase in both rates to \$35.00/hour. The Airport Committee made a motion to recommend approval of a rate of \$35.00/hour for snow removal but leave the mowing rate at \$25.00/hour. There is no indication this has progressed to the Finance Committee and then to Common Council for approval. According to DPW, the City provides the equipment for snow removal and provides the maintenance for the equipment.

- The Common Council approved the use of CARES funding designated specifically for use at the Airport for the down payment of a front end loader for snow removal for the Airport.

Airport Fixed Base Operation Agreement ("FBO Contract")

- Ten Year Term: August 24, 2016 -August 23, 2026. This is a legally binding obligation on both parties. There is no termination for convenience provision.
 - City has option to extend term for two (2) additional ten (10) year periods upon approval by Common Council
 - Rental paid by FBO: \$1,000 per month annual adjusted for CPI on anniversary date of agreement
 - CPI Adjustment History:
-
- 0.12/gallon fuel flow fee paid by FBO to City monthly.
FBO keeps all other fuel profits, if any.
 - Hangars 1-4 ("T-Hangars"):
FBO retains 60% of the rental revenues

FBO responsible for 60% of all utilities
City receives 40% of rental revenues
City pays 40% of cost of hangar operation.

- FBO may not assign rights or obligations under contract without advance written consent of the City. Shareholders of FBO shall not transfer 50% or more of the ownership interest without express written consent of the City.
- The Common Council approved a resolution forgiving the FBO for rent, utilities, and its share of fuel flow revenue for the period of March 13, 2020, through May 13, 2020.

Both the Management Contract and FBO Contract were sole-source contracts and no RFP was issued.

The current Management and FBO Contracts were the result of a request by Wausau Flying Service, Inc. to renegotiate the contracts that existed at that time. The former contracts were entered into on March 20, 1998, and provided for a twenty year term which should not have expired until March 19, 2018.

For comparison purposes, the City of Waupaca is currently conducting a search for an Airport Manager in two different position structures: an RFP for a contracted manager and alternatively an employee recruitment as a city position within the Public Works Department. As an employment recruitment the position has an hourly wage range of \$22.89 - \$25.43. Applications and RFPs are due Friday, March 11, 2022. The current contracted airport Manager (Plane Guys Aviation) contract expires April 30, 2022. The City RFP provides that it is open to entering into a single contract that would cover Airport Manager and FBO services, or enter into separate contracts resulting in different providers for mechanical services and flight school services.



HUMAN RESOURCES DEPARTMENT

MEMORANDUM

TO: Nathan Miller
FROM: Toni Vanderboom
DATE: March 16, 2022
RE: Market Analysis for Fixed Base Operator and/or Airport Manager

At your request, the Human Resources Department conducted a market analysis for FBO (Fixed Base Operator) and airport management responsibilities.

When Human Resources staff conduct an internal market analysis (without the assistance of an outside contractor), we use comparable markets to establish a fair market rate for the position. When establishing comparable cities, provided we do not have a list of comparables established via prior arbitration or mediation, I usually compare population and size of the city/village/county. I also usually include neighboring municipalities even if services and/or size is dissimilar to Wausau since those municipalities are competition due to close proximity.

I struggled to establish comparable markets for the Wausau Downtown Airport because community population and size identifiers do not correlate to similar airport services. According to the 2021-2022 Wisconsin Airport Directory, there are at least 128 airports in the state of Wisconsin. 35 of the airports in the directory are listed as municipal airports. According to the 2020 Wisconsin DOT Airport Survey, there are at least 36 FBOs in the state of Wisconsin. The Airport Committee packet from February 9, 2022 included an Airport Comparison Survey. Without service and classification benchmarks of services, it is difficult to establish a list of comparable airports or confirm whether the provided survey includes appropriate comparable airports.

I contacted Stevens Point, as a local municipality with a presumably similar airport. Their airport is run by an airport manager with a pay range of \$66,144-\$84,448.

Without a list of comparable airports, I searched for advertisements for similar jobs. I located the following advertisements for similar positions:

City		Title	Pay Range
Appleton	Ad	Airport FBO General Manager	\$65,021-70,054
Appleton	Ad	Operations Supervisor Fulltime FBO	\$54,954-68,994
Waupaca	Ad	Airport Manager	\$47,611.20-52,894.40

The City of Waupaca has also listed an RFP for Airport manager which closed on 3/11/22

Based on the limited information I was able to locate, the current contract rate appears to be within but at the high end of the market rate for the duties. A more comprehensive analysis can be conducted after establishing either comparable airports or criteria to establish comparables.

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving new Standard Deed Restrictions for Wausau Business Campus

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 00-1017

Date Introduced: April 12, 2022

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, City staff has reviewed the Business Campus Standard Deed Restrictions and has proposed new Standard Deed Restrictions; and

WHEREAS, your Economic Development Committee, at their March 1 and April 5, 2022 meetings, discussed and recommended approving the new Standard Deed Restrictions.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the attached City of Wausau Standard Deed Restrictions for Wausau Business Campus are hereby approved.

Approved:

Katie Rosenberg, Mayor

**CITY OF WAUSAU STANDARD DEED RESTRICTIONS
FOR WAUSAU BUSINESS CAMPUS**

1. The City of Wausau (CITY) shall have the option of repurchasing the land at the sale price paid by GRANTEE for the property, plus the cost, less depreciation, if any, of any documented, mutually agreed upon improvements made to the property, under either of the following circumstances: ("Improvements" shall include all labor and material costs not previously reimbursed by CITY in connection with the purchase, hauling, placement, and compaction of fill necessary to bring the land to grade.)
 - a. GRANTEE fails to start construction within one year of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).
 - b. GRANTEE fails to complete construction within two years of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).
2. Exercise of its option to repurchase the property under either of the circumstances described in Paragraph 1 shall be by a Resolution adopted by the CITY. Such option shall be exercisable upon delivery in writing of a notice by the CITY to the GRANTEE within three months after the expiration of such one or two year period. Conveyance to the CITY shall take place within 60 days following the exercise of such option on such date as shall be designated by the CITY specified in such notice, by warranty deed free and clear of all liens and encumbrances created by act or default of the GRANTEE.
3. CITY shall approve any sale or transfer of the property or improvements on the property to a tax-exempt entity, as evidenced by a resolution adopted by the CITY, authorizing such action. The CITY does not need to approve the sale or transfer to tax paying entities, so long as the use of the property complies with zoning ordinances.
4. Any use of the property or buildings on the property and all improvements placed on the premises and any alterations done thereto shall fully comply with the CITY's zoning ordinances, and any and all other laws, codes and regulations.
5. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without fully complying with the CITY's zoning ordinances.
6. GRANTEE shall submit to CITY plans and specifications meeting the site design and land use requirements in the CITY's zoning ordinance as to the improvements intended to be placed thereon, and a timetable showing anticipated completion dates of the improvements. Site Plan approval from the CITY is required prior to start of construction. Development of the property shall match plans and specifications approved by the CITY. All site improvements shall be completed within 6 months from the time of issuance of a building occupancy permit and zoning certification of compliance.

7. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery, and properly maintained. All unimproved areas shall be maintained in a weed-free condition. Grass shall be maintained in accordance with Municipal Code. A proposed landscape plan for the entire parcel shall be submitted and approved in accordance with the requirements in the CITY's zoning ordinance.
8. The construction of all buildings and improvements placed on the premises and any alterations or future additions done thereto shall fully comply with CITY's zoning ordinances, and any and all other laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with building setbacks, parking and off-street loading, roadway access, stormwater, lighting, fire protection, and hard surfacing provisions of CITY Code.
9. Before any outside area is used for storage, or storage or parking of trucks, trailers, tractors and other motor vehicles, prior approval or site plan approval for such storage parking must be received, in writing, from the CITY.
10. No land shall be developed or altered that results in flooding, erosion, or sedimentation to adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area or other storm water management facility.
11. CITY shall retain possession to any and all of the black dirt and topsoil on the premises. Excess land fill material, other than black dirt and topsoil not wanted by GRANTEE, shall not be removed from the premises by the GRANTEE without first offering the same to CITY, free of charge.
12. There shall be no on-site dumping of anything contrary to CITY health and sanitation and zoning ordinances.
13. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.
14. The CITY may, unilaterally, in the future, by Resolution, provide for other and/or further covenants, regulations, restrictions, and/or encumbrances to this land, or they may exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances.
15. These restrictions supersede any conflicting restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the CITY, and/or recorded in the office of the

Marathon County Register of Deeds, which affect the land which is subject to this deed. Any restrictions, regulations, covenants and/or encumbrances which affect the land which is subject to this deed, and which are not in conflict with these restrictions herein, are still specifically deemed to be in full force and effect.

16. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.
17. These deed restrictions may be enforced by the CITY by either or both of the following methods:
 - a. Action. The enforcement of the restrictions contained in these deed restrictions may be by proceeding at law or in equity against any person or persons breaching or attempting to breach any restriction, to restrain such breach or to recover damages.
 - b. Notice and City's Right to Rectify. If any parcel owner has failed in any of the duties or responsibilities created by these deed restrictions, then the City may give such owner written notice of such failure and such person shall within ten (10) days after receiving such notice, rectify the failure or breach. Should any person fail to fulfill the duty or responsibility within such period, then the City shall have the right and power to enter onto the parcel and perform such duty or responsibility without any liability for damages for wrongful entry, trespass, or otherwise to any person. The owner for whom such work is performed shall promptly reimburse the City within thirty (30) days after receipt of a statement of such work.

Updated 3/1/22

STANDARD DEED RESTRICTIONS
FOR WAUSAU BUSINESS CAMPUS

1. GRANTEE shall build within one year of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).
2. A. The City of Wausau (CITY) shall have the option of repurchasing the land at the sale price paid by GRANTEE for the property, plus the cost, less depreciation, if any, of any documented, mutually agreed upon improvements made to the property, under either of the following circumstances:
("Improvements" shall include all labor and material costs not previously reimbursed by CITY in connection with the purchase, hauling, placement, and compaction of fill necessary to bring the land to grade.)
 - 1) In the event GRANTEE fails to start construction or make substantial use of the land within one year of the date of purchase;
 - 2) In the event GRANTEE elects to convey all or any portion of said land at any time following the date of closing, the land shall first be offered to CITY and CITY shall have the option of repurchasing the land at the lesser of the following: The price and terms offered to GRANTEE by a prospective buyer; or at the sale price paid by GRANTEE for the property, plus the cost, less depreciation, if any, of any improvements made to the property, plus any outstanding, unpaid special assessments levied against that portion of the parcel.
- B. In either event, the following procedure shall be used:
 - 1) GRANTEE shall offer to CITY by registered mail, return receipt requested, mailed to the City Clerk, the option of repurchasing the land.
 - 2) CITY shall have 90 days after the expiration of the one year time limit, or after the notice of intent to convey, to exercise its option to repurchase, unless an extension of time is mutually agreed upon and set forth in writing. Action on the repurchase shall be by a resolution adopted by the Common Council of CITY. If the option is exercised, conveyance to CITY shall be by warranty deed free and clear of all liens or encumbrances created by act or default of the GRANTEE.
- C. This repurchase restriction runs with the land as do all the restrictions

contained on this document, and all heirs and assigns of GRANTEE and every owner of the parcel shall be subject to this restriction and to all the restrictions in this document.

- D. The Community Development Director or his/her successor shall approve, in writing, conveyances for which there is no change in the use or purpose of the parcel and its improvements or which involve intra-or inter-family transfers. These transfers shall not require committee or Council approval.

3. No building or driveway shall be constructed or erected, any addition made to the exterior of a building, nor shall any change in the use of the premises be made until plans showing the nature and location on the site of the proposed improvements, and the proposed use of the premises shall be approved in writing by the Economic Development Committee or its successor committee.

4. All improvements placed on the premises and any alterations done thereto shall fully comply with CITY's zoning ordinances, and any and all other laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with the setback, parking and off-street loading provisions of the Zoning Code.

5. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without the prior written consent of CITY, and only after a resolution passed by the Wausau Common Council, authorizing the action, with the exception of intra-or inter-family transactions described above, or for which the use and purpose of the parcel and improvements is not changing. In this case, the Community Development Director or his/her successor shall approve such transaction in writing, without committee or Council approval.

6. All leases or premises in such site shall provide for termination or other penalty, and all conveyances or grants of other interests or premises in said site shall provide for reversion or other penalty if the proposed improvements of the premises so leased or granted is not begun or completed in time represented by the proposed lessee or purchaser and accepted by the Committee or Council (not to exceed one year).

7. CITY shall retain possession to any and all of the black dirt and topsoil on the premises. Excess land fill material, other than black dirt and topsoil not wanted by GRANTEE, shall not be removed from the premises by the GRANTEE without first offering the same to CITY, free of charge.

8. There shall be no on-site dumping of anything which CITY indicates shall not be dumped.

9. GRANTEE shall submit to CITY plans and specifications as to the improvements intended to be placed thereon, and a timetable showing anticipated completion dates of the improvements.

10. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the Chicago and NorthWestern Railway Company, Chicago, Milwaukee, St. Paul and Pacific Railroad Company or any other railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.

11. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery. All unimproved areas not utilized for parking or outside storage shall be maintained in a weed-free condition. A proposed landscape plan for the entire parcel shall be submitted in conjunction with the submittal required in paragraph 9 above.

12. No parcel adjoining Stewart Avenue shall have direct access onto Stewart Avenue unless approved by CITY.

13. Before any outside area is used for storage, or storage or parking of trucks, trailers, tractors and other motor vehicles, prior approval for such storage parking must be received, in writing, from CITY.

14. Prior to the construction of any buildings and improvements on the premises, the owners shall present plans to the appropriate City committee and shall receive approval from the City Council prior to the construction thereof.

15. The Common Council and/or the Economic Development Committee or its successor committee may, unilaterally, in the future, by resolution, provide for other and/or further covenants, regulations, restrictions, and/or encumbrances to this land, or they may exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances.

16. These restrictions supersede any conflicting restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the Common Council, and/or recorded in the office of the Marathon County Register of Deeds, which affect the land which is subject to this deed. Any restrictions, regulations, covenants and/or encumbrances which affect the land which is subject to this deed, and which are not in conflict with these restrictions herein, are still specifically deemed to be in full force and effect.

17. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving Second Amendment to Development Agreement between City of Wausau and Riverlife Condos, LLC (Mitch Viegut)

Committee Action: Approved 5-0

Fiscal Impact:

File Number: 15-0708

Date Introduced: April 12, 2022

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, effective June 28, 2019, the City of Wausau entered into a Development Agreement (Riverlife – Phase I) with an affiliate of Riverlife Condos, LLC (“Developer”) to construct a residential apartment building on the riverfront property described therein; and

WHEREAS, pursuant to Section 3.1 of the Phase I Agreement, Developer prepared a project proposal to construct a residential multifamily condominium building on the property described therein, which project proposal was approved the City’s Plan Commission, Economic Development Committee and Common Council (“Project”); and

WHEREAS, effective October 30, 2020, the City of Wausau entered into a Development Agreement (Riverlife – Phase II), for the construction of the approved project, to commence May 31, 2021 and be completed by June 30, 2022; and

WHEREAS, Common Council approved the First Amendment to Development Agreement on January 11, 2022; and

WHEREAS, the City and Developer desire to amend the Agreement to revise the Closing Date to April 15, 2021, and to delete Section 3(c) referencing a Temporary Access Easement; and

WHEREAS, the attached First Amendment to the Phase II Agreement, was recommended for approval by your Economic Development Committee meeting, at its April 6, 2022, meeting amending the Closing Date.

NOW, THEREFORE, BE IT RESOLVED by the Common Council that it approves the attached Second Amendment to Development Agreement between City of Wausau and Riverlife Condos, LLC, and authorizes appropriate staff to execute such Amendment.

Approved:

Katie Rosenberg, Mayor

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this "Second Amendment") is entered into as of the ____ day of April, 2022 (the "Effective Date") by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the "City"), and RIVERLIFE CONDOS, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

- A. The City and Developer entered into a certain DEVELOPMENT AGREEMENT (Riverlife – Phase II) dated as of October 30, 2020, as amended by that certain FIRST AMENDMENT TO DEVELOPMENT AGREEMENT, dated January 12, 2022 (the "Development Agreement") for the development of certain property as described in more particularity therein (the "Project"). Any capitalized term used herein but not defined shall have the meaning assigned to that term in the Development Agreement.
- B. Revisions made to the legal description of the Property necessitated revisions to the Riverfront Declarations as set forth in the draft of the Second Amendment to East Riverfront Declaration, dated January 1, 2022, attached hereto as **Exhibit A** (the "Riverfront Declaration Amendment"). In order to sign and record the Riverfront Declaration Amendment, the City needs to approve the Riverfront Declaration Amendment, which cannot occur until April 12, 2022.
- C. Pursuant to the Development Agreement, the Closing Deadline for the transfer of the Property from the City to Developer is April 5, 2022. The parties desire that the Riverfront Declaration Amendment be recorded prior to the transfer of the Property from the City to Developer, which cannot occur until the City approves the Riverfront Declaration Amendment.
- D. The City and Developer desire to amend the Development Agreement and proceed with a revised Project, as described herein.

Now, therefore, for good and valuable consideration the receipt and sufficiency which are hereby acknowledged, the City and Developer agree as follows.

- 1. **Closing Deadline.** Section 1.h of the Development Agreement is hereby revised such that the Closing Deadline shall be April 15, 2022.
- 2. **Riverfront Declaration Amendment.** Developer hereby acknowledges and agrees that the Riverfront Declaration Amendment is acceptable to Developer and Developer hereby consents to the Riverfront Declaration Amendment being recorded prior to the recording of the Deed.
- 3. **Temporary Access Easement.** The City and Developer hereby acknowledge and agree that the extension of Fulton Street and the dedication of such extension have both occurred in accordance with Section 3c. of the Development Agreement. As such, the City and Developer hereby agree that the temporary access easement referenced in Section 3c. of the Development Agreement is no longer necessary and, therefore, Section 3c. of the Development Agreement is null and void.

- 4. Easements.** Developer has reviewed, hereby approves, and hereby consents to the recording immediately following the Deed and the Memorandum of, the following easements attached:
- a. Temporary Construction Easement attached hereto as **Exhibit B-1**.
 - b. Watermain Easement attached hereto as **Exhibit B-2**.
 - c. Irrigation and Electrical Easement attached hereto as **Exhibit B-3**.
- 5. Conditions Precedent.** The effectiveness of this Second Amendment is conditioned upon the satisfaction of each and every one of the following conditions:
- a. The City, through its City Council, shall have approved or authorized this Second Amendment and the transactions contemplated herein, and all the conditions to such approval shall have been satisfied.
 - b. Except for defaults that will no longer exist when this Second Amendment takes effect, no uncured default of Developer, or event which with the giving of notice or lapse of time or both would be a default of Developer, shall exist under the Development 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.
- 6. Reaffirmation of Development Agreement.** The Development Agreement, as modified by this Second Amendment, remains in full force and effect, and all terms of the Development Agreement, as modified hereby, are hereby ratified and reaffirmed. The provisions of the Development Agreement not affected by this Second Amendment remain in full force and effect.
- 7. Representations and Warranties of Developer.** Developer hereby represents and warrants to the City that:
- a. After giving effect to this Second Amendment, all of the representations and warranties made by Developer in the Development Agreement are true and accurate in all material respects on the Effective Date, and no event of default under the Development Agreement has occurred and is continuing as of the Effective Date.
 - b. The making, execution and delivery of this Second 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. This Second Amendment is the valid and binding obligation of Developer, enforceable against Developer in accordance with its terms.
- 8. Miscellaneous.** If any provision of this Second Amendment or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions of this Second Amendment shall remain in full force and effect and this Second Amendment shall be interpreted as if such illegal, invalid or unenforceable provision did not exist. This Second Amendment may be executed in multiple counterparts, 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 Second Amendment shall be governed in all respects by the laws of the State of Wisconsin.

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

DEVELOPER:

RIVERLIFE CONDOS, LLC

By: _____

Name: Mitch Viegut

Title: Managing Member

CITY:

CITY OF WAUSAU

By: _____

Name: Katie Rosenberg

Title: Mayor

Attest: _____

Name: Kaitlyn Bernarde

Title: Clerk

EXHIBIT A

RIVERFRONT DECLARATION AMENDMENT

[To be attached.]

**SECOND AMENDMENT TO
EAST RIVERFRONT
DECLARATION**

Document Number

Document Title

THIS SECOND AMENDMENT TO EAST RIVERFRONT DECLARATION (this "Amendment") is made as of January 1, 2022 by the **CITY OF WAUSAU**, a Wisconsin Municipal corporation ("Declarant").

RECITALS

A. Declarant entered into a certain Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront dated as of August 26, 2020, which instrument was recorded in the Office of the Register of Deeds for Marathon County, Wisconsin, on September 14, 2020 as Document No. 1814469, as amended by that certain First Amendment to East Riverfront Declaration dated as of April 16, 2021 and recorded on April 20, 2021 as Document No. 1833317 (as amended, the "Declaration").

B. In accordance with the Declaration, Declarant desires to amend the Declaration as set forth in this Amendment.

C. As amended hereby, the Declaration affects the property described on Exhibit A-2 attached hereto

NOW, THEREFORE, pursuant to Section 10.2 of the Declaration, Declarant hereby declares the following:

1. Definitions. Any capitalized term used in this Amendment and not defined herein shall have the meaning assigned to that term in the Declaration.

2. Revised Exhibits. Exhibit A of the Declaration is hereby replaced in its entirety by Exhibit A-2 attached hereto. Exhibit B of the Declaration is hereby replaced in its entirety by Exhibit B-2 attached hereto. Exhibit C of the Declaration is hereby replaced in its entirety by Exhibit C-2 attached hereto. Exhibit D of the Declaration is hereby replaced in its entirety by Exhibit D-2 attached hereto.

3. Reaffirmation of Declaration. Except as otherwise expressly set forth herein, all other terms and conditions of the Declaration shall continue and remain in full force and.

[Signature page follows.]

Recording Area

Name and Return Address

Anne L. Jacobson, Esq.
City of Wausau, City Attorney
407 Grant Street
Wausau, WI 54403

See Exhibit A-2 attached hereto

Parcel Identification Number (PIN)

IN WITNESS WHEREOF, the Declarant has executed this Amendment as of the day and year first above written.

DECLARANT

THE CITY OF WAUSAU, WISCONSIN

By: _____
Katie Rosenberg, Mayor

Attest:

By: _____
Leslie M. Kremer, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2022, Katie Rosenberg and Leslie M. Kremer, of the above-named City of Wausau, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk, respectively, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Wausau, Wisconsin, by its authority.

Notary Public, State of Wisconsin
My commission expires: _____

This instrument drafted by:

Isaac J. Roang, Esq.
Quarles & Brady LLP
411 E. Wisconsin Ave., Ste. 2400
Milwaukee, WI 53202

EXHIBIT A-2

LEGAL DESCRIPTION OF THE PROPERTY

North Zone:

Part of Certified Survey Map No. 17367 recorded in the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24, being part of Sections 25 and 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

All of Lot 1 of said Certified Survey Map No. 17367, and that part of Lot 2 of said Certified Survey Map No. 17367 lying Southerly of the Northerly line of said Lot 1 extended Westerly.

PINs: 291-2907-252-0982
291-2907-252-0981

South Zone:

Lot 1 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, and that part of Lot 2 of said Certified Survey Map No. 18353 lying Northerly of Fulton Street, and Lots 1, 2, and Outlot 1 of Certified Survey Map No. 19069 recorded as Document No. 184558 in the Office of Register of Deeds for Marathon County, being part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 25, and part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin;
and also;

That portion of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and said Government Lot 6 lying between said Lots 1 and 2 and the Wisconsin River to the West and it's River Channel to the North, being Parkland as dedicated by City of Wausau Common Council Resolution File no. 17-0807.

PINs: 291-2907-264-0969
291-2907-253-0641
291-2907-253-0643
291-2907-264-0971
291-2907-253-0624
291-2907-264-0967
291-2907-264-0968

EXHIBIT B-2

DEPICTION OF LOTS, COMMON AREAS AND ZONES

[Updated diagram attached to this cover page.]

EXHIBIT C-2

LEGAL DESCRIPTION OF LOTS

North Zone Lots

Lot 5

Lot 1 of Certified Survey Map No. 17367, recorded on April 19, 2016 at the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24 as Document No. 1711959, being a part of the Southwest 1/4 of the Northwest 1/4 and part of the Northwest Quarter 1/4 of the Southwest Quarter 1/4, Section 25, and part of Government Lots 5 and 6, Section 26, Township 29 North, Range 7 East, in the City of Wausau, Marathon County, Wisconsin.

PIN: 291.2907.252.0982

Lot 6

Part of Lot 2 of Certified Survey Map No. 17367 recorded in the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24, being part of Government Lots 5 and 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South ¼ corner of said Section 26; thence N 89° 00' 45" E, along the South line of the Southeast ¼ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N 0°51'39" W, 2732.18 feet to the point of beginning;

Thence N 90°00'00" W, 19.07 feet; thence S 0°00'00" E, 160.75 feet; thence N 90°00'00" W, 24.00 feet; thence S 45°00'00" W, 6.25 feet; thence N 90°00'00" W, 43.29 feet; thence S 81°00'00" W, 22.91 feet; thence N 90°00'00" W, 37.00 feet; thence along the arc of a curve to the right having a chord bearing of N 19°43'44" W and a chord distance of 16.04 feet and a radius of 19.81 feet; thence N 4°09'13" E, 40.01 feet; thence N 5°50'43" E, 14.01 feet; thence N 20°00'00" E, 70.00 feet; thence N 13°40'00" E, 77.00 feet; thence along the arc of a non-tangential curve to the right having a chord bearing S 87°00'00" E and a chord distance of 35.00 feet and a radius of 80.85 feet; thence along the arc of a curve to the left having a chord bearing of S 84°00'00" E and a chord distance of 20.00 feet and a radius of 60.59 feet; thence N 86°30'00" E, 26.00 feet; thence along the arc of a curve to the right having a chord bearing of S 61°15'24" E and a chord distance of 42.44 feet and a radius of 39.77 feet; thence along the arc of a non-tangential curve to the left having a chord bearing S 25°37'00" W and a chord distance of 20.00 feet and a radius of 28.64 feet to the point of beginning, said parcel containing approximately 0.57 acres.

PIN: Part of 291-2907-252-0981

[Legal descriptions of North Zone Lots continue on following page]

Lot 7

Part of Lot 2 of Certified Survey Map No. 17367 recorded in the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24, being part of Government Lots 5 and 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 26; thence N $89^{\circ} 00' 45''$ E, along the South line of the Southeast $\frac{1}{4}$ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N $0^{\circ} 31' 02''$ W, 2765.53 feet to the point of beginning;

Thence N $54^{\circ} 45' 57''$ W, 14.40 feet; thence along the arc of a curve to the left having a chord bearing of N $74^{\circ} 07' 58''$ W and a chord distance of 35.00 feet and a radius of 52.77 feet; thence S $86^{\circ} 30' 00''$ W, 26.00 feet; thence along the arc of a curve to the right having a chord bearing of N $84^{\circ} 00' 00''$ W and a chord distance of 15.71 feet and a radius of 47.59 feet; thence along the arc of a curve to the left having a chord bearing of N $83^{\circ} 41' 48''$ W and a chord distance of 30.00 feet and a radius of 93.85 feet; thence N $75^{\circ} 19' 59''$ W, 7.52 feet; thence N $18^{\circ} 19' 50''$ W, 15.00 feet; thence N $10^{\circ} 24' 03''$ E, 41.51 feet; thence N $7^{\circ} 52' 08''$ E, 40.32 feet; thence along the arc of a curve to the right having a chord bearing of N $11^{\circ} 54' 56''$ E and a chord distance of 40.65 feet and a radius of 288.00 feet; thence N $15^{\circ} 57' 44''$ E, 38.16 feet; thence N $40^{\circ} 04' 23''$ E, 9.84 feet; thence S $73^{\circ} 56' 10''$ E, 31.84 feet; thence along the arc of a curve to the left having a chord bearing of S $81^{\circ} 58' 05''$ E and a chord distance of 30.46 feet and a radius of 109.00 feet; thence N $90^{\circ} 00' 00''$ E, 29.83 feet; thence S $0^{\circ} 00' 00''$ E, 189.06 feet to the point of beginning, said parcel containing 0.471 acres.

PIN: Part of 291-2907-252-0981

Lot 8

Part of Lot 2 of Certified Survey Map No. 17367 recorded in the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24, being part of Government Lots 5 and 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 26; thence N $89^{\circ} 00' 45''$ E, along the South line of the Southeast $\frac{1}{4}$ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N $1^{\circ} 36' 46''$ E, 2731.65 feet to the point of beginning;

Thence along the arc of a curve to the left having a chord bearing of N $70^{\circ} 39' 02''$ E and a chord distance of 75.22 feet and a radius of 596.67 feet; thence N $67^{\circ} 02' 12''$ E, 22.02 feet to the Easterly line of said Lot 2; thence along said Easterly line and along the arc of a curve to the right having a chord bearing of S $12^{\circ} 25' 39''$ E and a chord distance of 120.33 feet and a radius of 462.33 feet; thence S $4^{\circ} 57' 01''$ E, along said Easterly line, 55.00 feet; thence S $78^{\circ} 58' 35''$ W, 108.00 feet; thence N $9^{\circ} 31' 27''$ W, 36.94 feet; thence N $23^{\circ} 00' 00''$ W, 25.00 feet; thence N $0^{\circ} 00' 00''$ E, 100.00 feet to the point of beginning, said parcel containing 0.420 acres.

PIN: Part of 291-2907-252-0981

[End of North Zone Lots; legal descriptions of South Zone Lots on following pages]

South Zone Lots

Lot 1

Parcel A (of Lot 1)

Lot one (1) of Certified Survey Map No. 18353 recorded in the office of the Register of Deeds in Volume 90 of Certified Survey Maps on Page 93, as Document No. 1781845 and affidavit of correction as Document No. 1783081; being part of Government Lot 6, Section twenty-six (26), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin.

Parcel B (of Lot 1):

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows: Commencing at the Southeast corner of Lot 1, said Certified Survey Map No. 18353; thence North 4°53'30" E, along the Easterly line of said Lot 1, 30.00 feet to the point of beginning; Thence continuing N 4°53'30" E, along said Easterly line, 116.52 feet; thence N 49°53'22" E, along said Easterly line, 22.06 feet; thence S 85°03'58" E, along said Easterly line, 60.49 feet; thence continuing along said Easterly line and along the arc of a curve to the left, having a chord bearing of N 84°35'10" E and a chord distance of 12.46 feet and a radius of 34.68 feet; thence N 74°14'18" E, along said Easterly line, 32.90 feet to the East line of said Lot 1; thence S 4°56'02" W, 9.66 feet; thence S 80°00'0" W, 31.45 feet; thence along the arc of a curve to the right, having a chord bearing of S 87°28'01" W and a chord distance of 10.40 feet and a radius of 40.00 feet; thence N 85°03'58" W, 62.41 feet; thence S 49°53'22" W, 15.92 feet; thence S 4°53'30" W, 115.61 feet to the Northerly right-of-way of Fulton Street; thence N 85°06'30" W, along said Northerly right-of-way, 4.75 feet to said Easterly line of Lot 1, the point of beginning, containing 0.029 acres.

Parcel C (of Lot 1):

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows: Commencing at the Southwest corner of Lot 1, said Certified Survey Map No. 18353, the point of beginning; Thence N 85°06'38" W, 9.27 feet to the Westerly line of said Lot 2; thence N 14°50'00" W, along said Westerly line, 27.95 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N 0°25'00" E and a chord distance of 52.61 feet and a radius of 100.00 feet; thence N 15°40'00" E, along said Westerly line, 11.22 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N 19°54'00" E and a chord distance of 88.58 feet and a radius of 600.00 feet; thence N 24°08'00" E, along said Westerly line, 41.24 feet to the Westerly line of said Lot 1; thence S 4°53'22" W, along said Westerly line, 18.24 feet; thence S 14°00'00" W, along said Westerly line, 100.00 feet; thence S 4°53'22" W, along said Westerly line, 97.31 feet to said Southwest corner of Lot 1, the point of beginning, containing 0.079 acres.

PINs: 291.2907.264.0969

[Legal descriptions of South Zone Lots continue on following page]

Lot 2

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 26; thence N $89^{\circ} 00' 45''$ E, along the South line of the Southeast $\frac{1}{4}$ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N $1^{\circ} 31' 45''$ E, 2155.38 feet to the point of beginning;

Thence N $4^{\circ} 52' 48''$ E, 170.97 feet; thence N $17^{\circ} 54' 14''$ W, 44.53 feet; thence N $85^{\circ} 07' 43''$ W, 93.19 feet to the Westerly line of said Lot 2; thence N $4^{\circ} 56' 02''$ E, along said Westerly line, 60.04 feet to the Northerly line of said Lot 2; thence N $66^{\circ} 22' 00''$ E, along said Northerly line, 43.50 feet; thence along said Northerly line and along the arc of a curve to the right having a chord bearing of N $84^{\circ} 45' 00''$ E and a chord distance of 94.61 feet and a radius of 150.00 feet; thence S $76^{\circ} 52' 00''$ E, along said Northerly line, 46.22 feet; thence along said Northerly line and along the arc of a curve to the left having a chord bearing of S $88^{\circ} 26' 00''$ E and a chord distance of 20.05 feet and a radius of 50.00 feet; thence N $80^{\circ} 00' 00''$ E, along said Northerly line, 40.96 feet to the Easterly line of said Lot 2; thence S $4^{\circ} 52' 17''$ W, along said Easterly line, 314.48 feet; thence N $85^{\circ} 07' 43''$ W, 126.37 feet to the point of beginning, said parcel containing 1.115 acres.

PIN: Part of 291-2907-253-0641

Lot 3

Part of Lot 2 of Certified Survey Map No. 19069 recorded in the Office of Register of Deeds for Marathon County as Document No. 1845587, being part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 25, and part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, except that portion lying Southerly of the following described line:

Commencing at the Northwest corner of said Lot 2; thence S $26^{\circ} 39' 22''$ E, along the Westerly line of said Lot 2, 31.84 feet; thence S $4^{\circ} 25' 04''$ E, along the Westerly line, 212.33 feet; thence N $85^{\circ} 34' 56''$ E, along the boundary of said Lot 2, 120.91 feet to the beginning of said line; Thence continuing N $85^{\circ} 34' 56''$ E, 25.15 feet to the Easterly line of said Lot 2 and the end of said line; said parcel containing 1.393 acres.

PIN: Part of 291-2907-253-0643

Lot 4

Lot 1 of Certified Survey Map No. 19069 recorded in the Office of Register of Deeds for Marathon County as Document No. 1845587, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, said parcel containing 1.345 acres.

PIN: 291-2907-264-0968

[End of South Zone Lots]

EXHIBIT D-2

NET SQUARE FOOTAGE AND OWNERSHIP UNITS OF LOTS

North Zone Lots

<u>Lot</u>	<u>Acreage</u>	<u>Units (% of total)</u>	<u>% of Zone</u>
Lot 5	0.884 acres	12.5 Units (12.5%)	37.7% of North Zone
Lot 6	0.570 acres	8.0 Units (8.0%)	24.3% of North Zone
Lot 7	0.471 acres	6.6 Units (6.6%)	20.1% of North Zone
Lot 8	0.420 acres	5.9 Units (5.9%)	17.9% of North Zone
Totals:	2.346 acres	33.1 Units (33.1%)	100%

South Zone Lots

<u>Lot</u>	<u>Acreage</u>	<u>Units (% of total)</u>	<u>% of Zone</u>
Lot 1	0.888 acres	12.5 Units (12.5%)	18.7 % of South Zone
Lot 2	1.115 acres	15.7 Units (15.7%)	23.5 % of South Zone
Lot 3	1.393 acres	19.7 Units (19.7%)	29.4 % of South Zone
Lot 4	1.345 acres	19.0 Units (19.0%)	28.4 % of South Zone
Totals:	4.742 acres	66.9 Units (66.9%)	100%

Lot Totals (both zones): 7.088 acres; 100.0 Units

EXHIBIT B-1

TEMPORARY CONSTRUCTION EASEMENT

[To be attached.]

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS INDETURE made this ____ day of _____, 2022, by and between the CITY OF WAUSAU, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, Grantor, and RIVERLIFE CONDOS, LLC, Grantee;

WITNESSETH:

That, pursuant to Section 3(f) of the Development Agreement, dated October 30, 2020, as amended (the "Development Agreement"), between Grantor and Grantee with respect to the Property as described therein, and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, receipt of which is hereby acknowledged, Grantor, has this day conveyed, transferred, and delivered unto Grantee a temporary easement and right-of-way and right to enter upon the Easement Area as hereinafter described at any time to allow Grantee to receive delivery of, and the temporary storage of, building materials other than soils, and other items related to the Project as defined in the Development Agreement.

This temporary easement ceases upon 60 days following Project Completion (as defined in the Development Agreement), or July 15, 2023, whichever is earlier.

The Easement Area is described as follows:

Part of Lot 2 of Certified Survey Map No. 19069 recorded in the Office of Register of Deeds for Marathon County as Document No. 1845587, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

The Westerly 120 feet of the Northerly 260 feet of said Lot 2.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss or claim which may arise from the existence, use, and/or maintenance of the easement granted herein. No buildings or structures shall be constructed upon or across the Easement Area by Grantee.

Grantee shall repair any damage caused by its use of the Easement Area if any; provided, however, that Grantee's repair obligation shall not extend to existing damage (whether or not currently known) that is merely discovered by its use of the Easement Area, except to the extent such damage is exacerbated due to Grantee's negligence or willful misconduct or that of its agents, contractors, subcontractors, invitees or employees.

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

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

Recording Area

Name and Return Address

City of Wausau Attorney's Office
407 Grant Street
Wausau WI 54403

PIN: 291.2907.253.0643

IN WITNESS WHEREOF, we have hereunto set our hands and seals as of the day and year first above written.

CITY OF WAUSAU BY:

RIVERLIFE CONDOS, LLC BY:

Katie Rosenberg, Mayor

Mitch Viegut, Managing Member

Kaitlyn A. Bernarde, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2022, 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 WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2022, the above Mitch Viegut, Managing Member of RIVERLIFE CONDOS, LLC to me known to be the person(s) who executed the foregoing instrument and acknowledged the same on behalf of RIVERLIFE CONDOS, LLC.

Notary Public, Wisconsin
My commission: _____

This instrument was prepared by
Anne L. Jacobson, City Attorney
for the City of Wausau
407 Grant Street
Wausau, WI 54403-4783.

EXHIBIT B-2

WATERMAIN EASEMENT

[To be attached.]

EASEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2022, by and between, RIVERLIFE CONDOS, LLC, Grantor, and the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, Grantee;

WITNESSETH:

That in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, receipt of which is hereby acknowledged, Grantor, has this day conveyed, transferred, and delivered unto Grantee a permanent easement and right-of-way and perpetual right to enter upon the real estate hereinafter described at any time to construct, reconstruct, maintain, inspect and/or repair a watermain which may be constructed through and under the lands hereinafter described.

The permanent easement and perpetual right of entry is described as follows:

Part of Lot 1 of Certified Survey Map No. 19069 recorded in the Office of Register of Deeds for Marathon County as Document No. 1845587, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Easterly-most corner of Lot 1, the point of beginning;

Thence S 85°34'56" W, along the boundary of said Lot 1, 120.91 feet to the Easterly line of said Lot 1; thence S 87°51'27" W, 127.24 feet to the Westerly line of said Lot 1; thence S 4°24'00" E, along said Westerly line, 40.03 feet; thence N 87°51'27" E, 126.46 feet; thence N 85°34'56" E, 85.94 feet to the Southeasterly line of said Lot 1; thence along said Southeasterly line and along the arc of a curve to the left having a chord bearing of N 37°23'09" E and a chord distance of 53.66 feet and a radius of 440.50 feet to said Easterly-most corner of Lot 1, the point of beginning.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss, or claims in any way arising out of, or resulting from or connected with the presence or operation of Grantee's facilities or equipment on Grantor's property or any activities or operations undertaken by Grantee under or in connection with this easement. Grantee further agrees that it will use good faith reasonable efforts to return the disturbed lands and surface improvements and landscaping subject to this easement to a similar condition which existed prior to the construction.

Except with Grantee's express written permission, no buildings or structures except surface improvements such as, but not limited to, asphalt pavement, sidewalk, curb and gutter, etc. shall be constructed upon or across the permanent easement lands; nor shall large trees be planted upon the permanent easement lands, but small trees and shrubs not exceeding approximately eight feet in height at maturity are permitted.

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

Recording Area

Name and Return Address

City Attorney's Office
407 Grant Street
Wausau WI 54403

PIN: 291-2907-264-0968

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

[SIGNATURE PAGE FOLLOWS.]

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

RIVERLIFE CONDOS, LLC BY:

CITY OF WAUSAU BY:

Mitch Viegut, Managing Member

Katie Rosenberg, Mayor

Kaitlyn A. Bernarde, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2022, 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 expires: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2022, the above named Mitch Viegut, Managing Member of Riverlife Condos, LLC., to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires: _____

This instrument was drafted by
Anne L. Jacobson, City Attorney
for the City of Wausau
407 Grant, Street
Wausau WI 54403-4783

EXHIBIT B-3

IRRIGATION AND ELECTRICAL EASEMENT

[To be attached.]

EASEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2022, by and between, RIVERLIFE CONDOS, LLC, a Wisconsin limited liability company, Grantor, and the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, Grantee;

WITNESSETH:

That in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, receipt of which is hereby acknowledged, Grantor, has this day conveyed, transferred, and delivered unto Grantee a permanent easement and right-of-way and perpetual right to enter upon the real estate hereinafter described at any time to construct, reconstruct, maintain, inspect and/or repair irrigation and electrical infrastructure which may be constructed through and under the lands hereinafter described.

The permanent easement and perpetual right of entry is described as follows:

Part of Lot 1 of Certified Survey Map No. 19069 recorded in the Office of Register of Deeds for Marathon County as Document No. 1845587, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

The Westerly 10 feet of said Lot 1.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss, or claims in any way arising out of, or resulting from or connected with the presence or operation of Grantee's facilities or equipment on Grantor's property or any activities or operations undertaken by Grantee under or in connection with this easement. Grantee further agrees that it will use good faith reasonable efforts to return the disturbed lands and surface improvements and landscaping subject to this easement to a similar condition which existed prior to the construction.

Except with Grantee's express written consent, no buildings, structures or surface improvements such as, but not limited to, asphalt pavement or sidewalk shall be constructed upon or across the permanent easement lands; nor shall large trees be planted upon the permanent easement lands, but small trees and shrubs not exceeding approximately eight feet in height at maturity are permitted.

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

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

Recording Area

Name and Return Address

City Attorney's Office
407 Grant Street
Wausau WI 54403

PIN: Part of 291-2907-264-0968

[SIGNATURE PAGE FOLLOWS]

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

RIVERLIFE CONDOS, LLC BY:

CITY OF WAUSAU BY:

Mitch Viegut, Managing Member

Katie Rosenberg, Mayor

Kaitlyn A. Bernarde, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2022, 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 expires: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2022, the above named, Mitch Viegut, Managing Member of Riverlife Condos, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin

My commission expires: _____

This instrument was drafted by
Anne L. Jacobson, City Attorney
for the City of Wausau
407 Grant, Street
Wausau WI 54403-4783

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 20-0826

Date Introduced: April 12, 2022

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, on August 25, 2020, the Common Council approved the Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront (Resolution and Declaration attached, as File No. 20-0826) which was recorded September 14, 2020 as Document #1814469 with the Marathon County Register of Deeds; and

WHEREAS, on March 23, 2021, the Common Council approved the First Amendment to the Declaration of Covenants, Conditions, Restriction and Easements for Wausau East Riverfront; and

WHEREAS, it is necessary to amend the Declaration as follows:

- Revises the overall Declaration property descriptions with updated Certified Survey Map references and 2022 parcel identification numbers
- Updated the lot map (reconfiguration of Lots 3 and 4 and Outlot 2 based on new Certified Survey Map
- Revises legal descriptions for Lots 3 and 4
- Adjusts the relative size/percentages based on the reconfiguration of Lots 3 and 4 and Outlot 2.

WHEREAS, your Economic Development Committee, at their April 6, 2022 meeting, discussed and recommend approving the Second Amendment to the Declaration of Covenants, Restrictions and Easements for Wausau East Riverfront.

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Wausau approves the Second Amendment to the Declaration of Covenants, Restrictions and Easements for Wausau East Riverfront and authorizes the appropriate City officials to execute the document.

Approved:

Katie Rosenberg, Mayor

To: Economic Development Committee
From: Liz Brodek, Development Director
Date: April 6, 2022
Re: Riverlife Phase II Second Amendment to the Development Agreement and Second Amendment to Riverfront Declarations



It is necessary to make changes to the Riverfront Declarations, and the timing of doing so necessitates a change to the Riverlife Phase II Development Agreement.

Riverlife Phase II is located in Lot 4, located in the South Zone, of the Declaration. CSM 19069 was recorded in the fall of 2021 to accommodate the plan for Riverlife Phase II. The Riverlife Phase II Development Agreement was amended to use this new lot area. However, the new boundary for Lot 4 does not match the configuration of Lot 4 per the First Amendment to the Declaration, which was recorded before the CSM. Therefore, the Declaration needs to be amended to match the new lot.

The Second Amendment to the Riverfront Declarations does the following:

- o General items:
 - Exhibit A - Revises the overall Declaration property descriptions with updated CSM references and 2022 PINs.
 - Exhibit B - Updates the lot map (reconfiguration of Lots 3 & 4 and Outlot 2 based on new CSM)
 - Exhibit C - Revises legal descriptions for Lots 3 & 4
 - Exhibit D - adjusts the relative size/percentages based on the reconfiguration of Lots 3 and 4 and Outlot 2
 - Because Outlot 2 is slightly larger, this reduces the overall acreage of the lots from 7.116 acres to 7.088 acres, so various percentages needed to be adjusted.
- o Items that impact Riverlife II
 - Fixes the Lot 4 description to match the new Riverlife II description, thereby increasing the acreage from 0.852 to 1.345.
 - Because of the larger area, the percentage share of the total acreage went from 12.0% to 19.0% and the percentage share of the South Zone went from 17.9% to 28.4%.
- o Items that impact Riverlife I
 - Percentage share of South Zone went up slightly -- from 18.6% to 18.7%.
 - No change to percentage of total acreage (due to rounding).
 - No change to lot boundaries, etc.

The Declarations must be recorded at closing of Riverlife Phase II, which necessitates the Second Amendment to the Riverlife Phase II Development Agreement. The First Amendment to the Riverlife Phase II Development Agreement states that closing of the transfer of the property from the City to Developer must occur at least 10 days prior to the Project Commencement Deadline (April 15, 2022). However, the Amended Declarations must be passed by this Committee and Common Council before they can be recorded. The next Council meeting is April 12, 2022, only three days prior to Project Commencement Deadline, which puts it out of compliance with closing timing.

Therefore, the Second Amendment to the Riverlife Phase II Development Agreement changes the Closing Deadline to April 15, 2022.

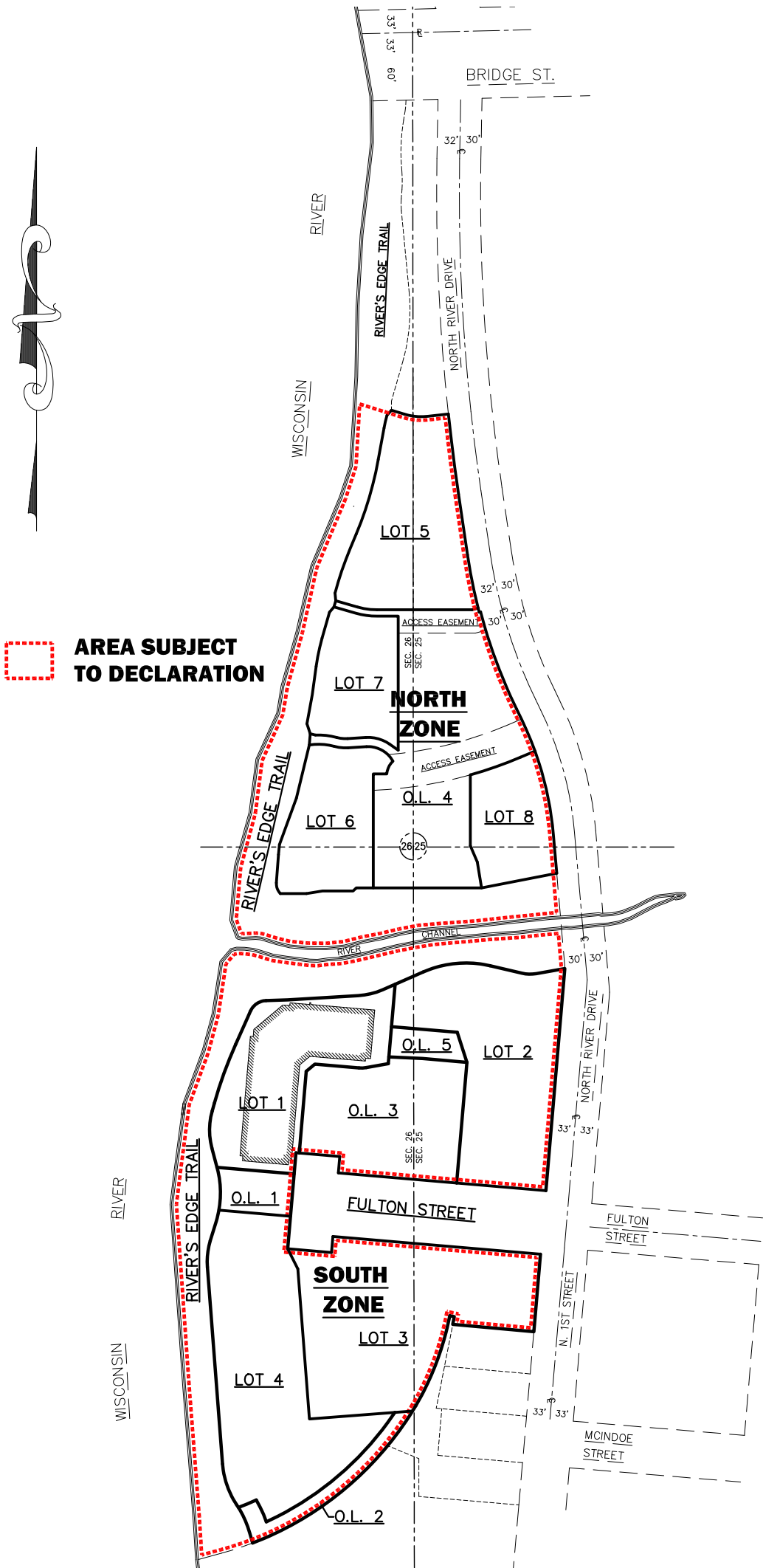
The Second Amendment to Riverlife Phase II Development Agreement also removes the requirement for a Temporary Access Easement, granted by the City to Developer as this is no longer needed because the extension of Fulton Street satisfied that access requirement. The Temporary Construction Easement granted by the City to Developer, and the Watermain Easement, and Irrigation and Electric Easement granted by the Developer to the City are still necessary. The Second Amendment to Riverlife Phase II Development Agreement provides that Developer has agreed to the form and substance of each of those easements and thereby agrees to execute and deliver those easements at the closing of the Property transfer to Developer and to the recording of those easements after the recording of the deed transferring the property to Developer and the recording of the memorandum of the Riverlife Phase II Development Agreement against the property.

It should be noted that the Developer has not yet reviewed these documents but the Developer's attorney has reviewed and approved them. These Amendments must be made to allow for the development to go forward as planned.

Staff recommends the City approve the Second Amendment to the Riverfront Declarations and Second Amendment to Riverlife Phase II Development Agreement.

EXHIBIT MAP

PART OF SECTIONS 25 AND 26, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU,
MARATHON COUNTY, WISCONSIN.



SCALE IN FEET
0 50 100 200

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving the WisDOT Transportation Alternatives Program (TAP) grant application to create a section of the Business Campus Trail system between 72nd Avenue and Innovation Way.

Committee Action: Approved 5-0

Fiscal Impact: If grant is not awarded: none
If grant is awarded: future commitment of 20% of approved construction costs (\$152,641 local share estimate), design costs (\$27,475 local share estimate), and state review fees (\$4,579 estimate) between 2024 and 2026. Total project cost estimated at \$1,021,929.

File Number: 16-0317

Date Introduced: April 12, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$204,386</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: \$817,543</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 Wisconsin Department of Transportation has made Transportation Alternatives Program (TAP) grant funding available for the 2022-2026 grant cycle; and

WHEREAS, the TAP grants are awarded to communities to improve alternative transportation infrastructure; and

WHEREAS, the Wausau business campus is growing and the City has planned for improvements to the business campus to ensure that jobs are retained and expanded; and

WHEREAS, there are very limited bicycle and pedestrian accommodations east to west in the business campus; and

WHEREAS, the proposed segment of trail would be an alternative to Highland Drive in connecting the eastern and western sections of the business campus; and

WHEREAS, the development of bicycle and pedestrian trails would enhance the environment for employees, businesses and visitors to the Wausau Business Campus, and improve the transportation options and connectivity for employees of the business campus; and

WHEREAS, the proposed project is part of the Business Campus Trail Conceptual Master Plan; and

WHEREAS, the segment of trail on 72nd Avenue from International Drive to Packer Drive has been awarded TAP funding and is scheduled for construction in 2022; and

WHEREAS, the city's Bicycle and Pedestrian Advisory Committee reviewed the proposed project and is supportive of the plan; and

WHEREAS, the City has received letters of support of the business campus trail system from businesses in the business campus; and

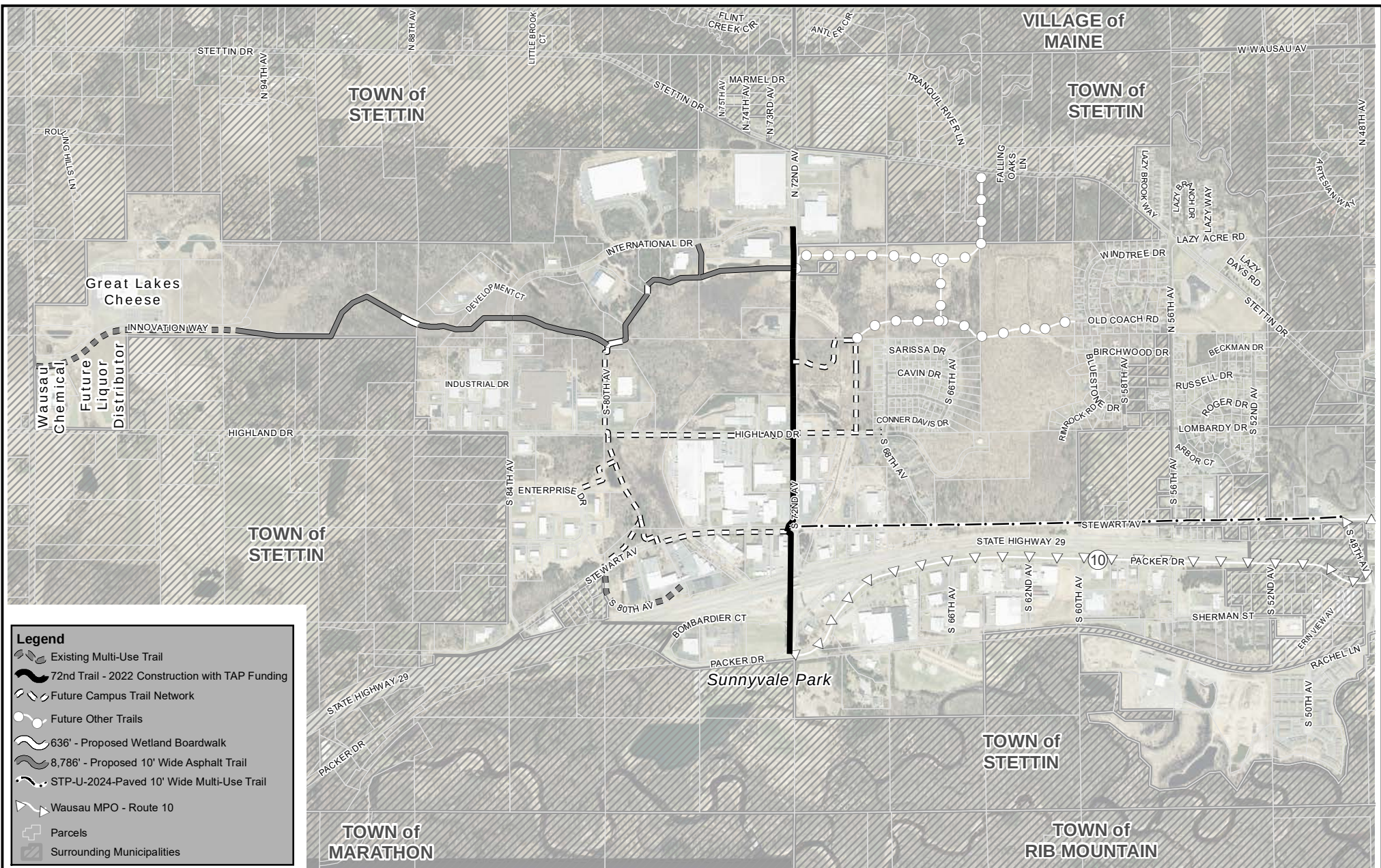
WHEREAS, the Transportation Alternative Program (TAP) of the Wisconsin Department of Transportation would cover up to 80% of approved project costs; now therefore

BE IT RESOLVED that the Common Council of the City of Wausau hereby supports the proposed project of the Business Campus Trail, from 72nd Avenue to Innovation Way; and

BE IT FURTHER RESOLVED that the Common Council supports the application of this project to the Wisconsin Department of Transportation's 2022-2026 Transportation Alternative Program, including local cost share requirements of the program.

Approved:

Katie Rosenberg, Mayor



NOTES:

1. DUPLICATION OF THIS MAP IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE CITY OF WAUSAU ENGINEERING 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. MAP FEATURES DEVELOPED FROM APRIL 2010 AERIAL PHOTOGRAPHY.
4. AERIAL PHOTO SHOWN HEREON FLOWN APRIL, 2020.

WAUSAU BUSINESS CAMPUS TRAIL **CITY OF WAUSAU** **Marathon County, Wisconsin**



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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving termination of Recorded Deed Restrictions and Recording Set of Revised Deed Restrictions for 9913 Innovation Way for Badger Liquor

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 22-0106

Date Introduced: April 12, 2022

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, Badger Liquor who purchased the property at 9913 Innovation Way in March of 2022, approached the City regarding revising the deed restrictions that were recorded with the recent transaction; and

WHEREAS, your Economic Development Committee, at their March 1 and April 5, 2022 meetings, discussed and recommended approving the new Standard Deed Restrictions.

WHEREAS, your Economic Development Committee, at their April 6, 2022 meeting, discussed and recommend terminating the recorded Deed Restrictions and recording revised Deed Restrictions for 9913 Innovation Way.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve terminating the recorded Deed Restriction for 9913 Innovation Way and recording the attached revised Deed Restrictions.

Approved:

Katie Rosenberg, Mayor

To: Economic Development Committee

From: Randy Fifrick, Economic Development Manager

Date: April 6, 2022

Re: Termination of Recorded Deed Restrictions and
Recording Set of Revised Deed Restrictions for
9913 Innovation Way for Badger Liquor



City Staff has been working to update the standard deed restrictions that are recorded when the City sells a property within the Wausau Business Campus. That set of revised deed restrictions is currently being reviewed by the Economic Development Committee (EDC). The purpose of the deed restrictions document is two-fold. First off protecting the City's interest in ensuring that taxes are recovered from the sale of discounted land within the Business Campus. Secondly, ensuing orderly development which complies with City regulations and requires

The City recently approved the sale of a 4.733 acre parcel of City-owned property in the western section of the Wausau Business Campus to Badger Liquor for the development of a 22,538 square foot transfer depot and distribution center. Based on the delayed timing for the approval of the new standard deed restrictions, the City's "old" deed restrictions were recorded with the sale of the Badger Liquor parcel when it closed in March. Badger Liquor wishes to have the update deed restrictions recorded for their property once they have been approved by City Counsel.

Staff recommends the City approve the termination of the current recorded deed restrictions for 9913 Innovation Way and recording the new set of revised deed restrictions.

Proposed Deed Restrictions

CITY OF WAUSAU STANDARD DEED RESTRICTIONS FOR WAUSAU BUSINESS CAMPUS

1. The City of Wausau (CITY) shall have the option of repurchasing the land at the sale price paid by GRANTEE for the property, plus the cost, less depreciation, if any, of any documented, mutually agreed upon improvements made to the property, under either of the following circumstances: ("Improvements" shall include all labor and material costs not previously reimbursed by CITY in connection with the purchase, hauling, placement, and compaction of fill necessary to bring the land to grade.)
 - a. GRANTEE fails to start construction within one year of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).
 - b. GRANTEE fails to complete construction within two years of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).
2. Exercise of its option to repurchase the property under either of the circumstances described in Paragraph 1 shall be by a Resolution adopted by the CITY. Such option shall be exercisable upon delivery in writing of a notice by the CITY to the GRANTEE within three months after the expiration of such one or two year period. Conveyance to the CITY shall take place within 60 days following the exercise of such option on such date as shall be designated by the CITY specified in such notice, by warranty deed free and clear of all liens and encumbrances created by act or default of the GRANTEE.
3. CITY shall approve any sale or transfer of the property or improvements on the property to a tax-exempt entity, as evidenced by a resolution adopted by the CITY, authorizing such action. The CITY does not need to approve the sale or transfer to tax paying entities, so long as the use of the property complies with zoning ordinances.
4. Any use of the property or buildings on the property and all improvements placed on the premises and any alterations done thereto shall fully comply with the CITY's zoning ordinances, and any and all other laws, codes and regulations.
5. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without fully complying with the CITY's zoning ordinances.
6. GRANTEE shall submit to CITY plans and specifications meeting the site design and land use requirements in the CITY's zoning ordinance as to the improvements intended to be placed thereon, and a timetable showing anticipated completion dates of the improvements. Site Plan approval from the CITY is required prior to start of construction. Development of the property shall match plans and specifications approved by the CITY. All site improvements shall be completed within 6 months from the time of issuance of a building occupancy permit and zoning certification of compliance.

7. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery, and properly maintained. All unimproved areas shall be maintained in a weed-free condition. Grass shall be maintained in accordance with Municipal Code. A proposed landscape plan for the entire parcel shall be submitted and approved in accordance with the requirements in the CITY's zoning ordinance.
8. The construction of all buildings and improvements placed on the premises and any alterations or future additions done thereto shall fully comply with CITY's zoning ordinances, and any and all other laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with building setbacks, parking and off-street loading, roadway access, stormwater, lighting, fire protection, and hard surfacing provisions of CITY Code.
9. Before any outside area is used for storage, or storage or parking of trucks, trailers, tractors and other motor vehicles, prior approval or site plan approval for such storage parking must be received, in writing, from the CITY.
10. No land shall be developed or altered that results in flooding, erosion, or sedimentation to adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area or other storm water management facility.
11. CITY shall retain possession to any and all of the black dirt and topsoil on the premises. Excess land fill material, other than black dirt and topsoil not wanted by GRANTEE, shall not be removed from the premises by the GRANTEE without first offering the same to CITY, free of charge.
12. There shall be no on-site dumping of anything contrary to CITY health and sanitation and zoning ordinances.
13. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.
14. The CITY may, unilaterally, in the future, by Resolution, provide for other and/or further covenants, regulations, restrictions, and/or encumbrances to this land, or they may exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances.
15. These restrictions supersede any conflicting restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the CITY, and/or recorded in the office of the

Marathon County Register of Deeds, which affect the land which is subject to this deed. Any restrictions, regulations, covenants and/or encumbrances which affect the land which is subject to this deed, and which are not in conflict with these restrictions herein, are still specifically deemed to be in full force and effect.

16. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.
17. These deed restrictions may be enforced by the CITY by either or both of the following methods:
 - a. Action. The enforcement of the restrictions contained in these deed restrictions may be by proceeding at law or in equity against any person or persons breaching or attempting to breach any restriction, to restrain such breach or to recover damages.
 - b. Notice and City's Right to Rectify. If any parcel owner has failed in any of the duties or responsibilities created by these deed restrictions, then the City may give such owner written notice of such failure and such person shall within ten (10) days after receiving such notice, rectify the failure or breach. Should any person fail to fulfill the duty or responsibility within such period, then the City shall have the right and power to enter onto the parcel and perform such duty or responsibility without any liability for damages for wrongful entry, trespass, or otherwise to any person. The owner for whom such work is performed shall promptly reimburse the City within thirty (30) days after receipt of a statement of such work.

Updated 3/1/22

STANDARD DEED RESTRICTIONS
FOR WAUSAU BUSINESS CAMPUS

1. GRANTEE shall build within one year of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).
2. A. The City of Wausau (CITY) shall have the option of repurchasing the land at the sale price paid by GRANTEE for the property, plus the cost, less depreciation, if any, of any documented, mutually agreed upon improvements made to the property, under either of the following circumstances: ("Improvements" shall include all labor and material costs not previously reimbursed by CITY in connection with the purchase, hauling, placement, and compaction of fill necessary to bring the land to grade.)
 - 1) In the event GRANTEE fails to start construction or make substantial use of the land within one year of the date of purchase;
 - 2) In the event GRANTEE elects to convey all or any portion of said land at any time following the date of closing, the land shall first be offered to CITY and CITY shall have the option of repurchasing the land at the lesser of the following: The price and terms offered to GRANTEE by a prospective buyer; or at the sale price paid by GRANTEE for the property, plus the cost, less depreciation, if any, of any improvements made to the property, plus any outstanding, unpaid special assessments levied against that portion of the parcel.
- B. In either event, the following procedure shall be used:
 - 1) GRANTEE shall offer to CITY by registered mail, return receipt requested, mailed to the City Clerk, the option of repurchasing the land.
 - 2) CITY shall have 90 days after the expiration of the one year time limit, or after the notice of intent to convey, to exercise its option to repurchase, unless an extension of time is mutually agreed upon and set forth in writing. Action on the repurchase shall be by a resolution adopted by the Common Council of CITY. If the option is exercised, conveyance to CITY shall be by warranty deed free and clear of all liens or encumbrances created by act or default of the GRANTEE.
- C. This repurchase restriction runs with the land as do all the restrictions

contained on this document, and all heirs and assigns of GRANTEE and every owner of the parcel shall be subject to this restriction and to all the restrictions in this document.

- D. The Community Development Director or his/her successor shall approve, in writing, conveyances for which there is no change in the use or purpose of the parcel and its improvements or which involve intra-or inter-family transfers. These transfers shall not require committee or Council approval.

3. No building or driveway shall be constructed or erected, any addition made to the exterior of a building, nor shall any change in the use of the premises be made until plans showing the nature and location on the site of the proposed improvements, and the proposed use of the premises shall be approved in writing by the Economic Development Committee or its successor committee.

4. All improvements placed on the premises and any alterations done thereto shall fully comply with CITY's zoning ordinances, and any and all other laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with the setback, parking and off-street loading provisions of the Zoning Code.

5. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without the prior written consent of CITY, and only after a resolution passed by the Wausau Common Council, authorizing the action, with the exception of intra-or inter-family transactions described above, or for which the use and purpose of the parcel and improvements is not changing. In this case, the Community Development Director or his/her successor shall approve such transaction in writing, without committee or Council approval.

6. All leases or premises in such site shall provide for termination or other penalty, and all conveyances or grants of other interests or premises in said site shall provide for reversion or other penalty if the proposed improvements of the premises so leased or granted is not begun or completed in time represented by the proposed lessee or purchaser and accepted by the Committee or Council (not to exceed one year).

7. CITY shall retain possession to any and all of the black dirt and topsoil on the premises. Excess land fill material, other than black dirt and topsoil not wanted by GRANTEE, shall not be removed from the premises by the GRANTEE without first offering the same to CITY, free of charge.

8. There shall be no on-site dumping of anything which CITY indicates shall not be dumped.

9. GRANTEE shall submit to CITY plans and specifications as to the improvements intended to be placed thereon, and a timetable showing anticipated completion dates of the improvements.

10. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the Chicago and NorthWestern Railway Company, Chicago, Milwaukee, St. Paul and Pacific Railroad Company or any other railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.

11. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery. All unimproved areas not utilized for parking or outside storage shall be maintained in a weed-free condition. A proposed landscape plan for the entire parcel shall be submitted in conjunction with the submittal required in paragraph 9 above.

12. No parcel adjoining Stewart Avenue shall have direct access onto Stewart Avenue unless approved by CITY.

13. Before any outside area is used for storage, or storage or parking of trucks, trailers, tractors and other motor vehicles, prior approval for such storage parking must be received, in writing, from CITY.

14. Prior to the construction of any buildings and improvements on the premises, the owners shall present plans to the appropriate City committee and shall receive approval from the City Council prior to the construction thereof.

15. The Common Council and/or the Economic Development Committee or its successor committee may, unilaterally, in the future, by resolution, provide for other and/or further covenants, regulations, restrictions, and/or encumbrances to this land, or they may exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances.

16. These restrictions supersede any conflicting restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the Common Council, and/or recorded in the office of the Marathon County Register of Deeds, which affect the land which is subject to this deed. Any restrictions, regulations, covenants and/or encumbrances which affect the land which is subject to this deed, and which are not in conflict with these restrictions herein, are still specifically deemed to be in full force and effect.

17. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.

**JOINT RESOLUTION OF THE HUMAN RESOURCES
AND FINANCE COMMITTEES**

Approving Creation of a Paid Internship Program and Related Budget Modification

Committee Action: HR: Approved 5-0
Fin: Approved 5-0

Fiscal Impact: \$20,000

File Number: 21-1109

Date Introduced: April 12, 2022

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau would like to expand the skilled workforce in Wausau and offer development opportunities in the community; and

WHEREAS, a paid internship program will offer more flexibility and longer employment opportunities than those currently afforded under the seasonal positions; and

WHEREAS, the Paid Internship Program establishes a general policy approving the employment of interns for 10-15 hours per week with pay ranging from \$10 to \$20 per hour, depending on the position. Departments could develop specific internship opportunities based on their needs and the needs of the community; and

WHEREAS, internship eligibility would be limited to individuals aged 16 years or more; and

WHEREAS, departments would have the flexibility to create and adjust internship opportunities, but would also be limited to the overall budget established for the program; and

WHEREAS, your finance committee has considered and recommends that funding for the paid internship program come from 2021 carryover funds by increasing the Human Resources budget by

\$20,000 110-15091250 part-time wages,

NOW THEREFORE, BE IT RESOLVED, the Common Council of the City of Wausau does hereby create a Paid Internship program as described above and in supporting documents.

Approved:

Katie Rosenberg, Mayor

DRAFT

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: February 14, 2022 at 4:30 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Dawn Herbst, Lou Larson, Michael Martens, Becky McElhaney, James Wadinski
MEMBERS ABSENT:
Also Present: Mayor Rosenberg, T. Vanderboom

Discussion and Possible Action Creating a Paid Internship Program.

Vanderboom explained that this item would provide the groundwork to create paid internship positions with the City of Wausau for various departments. Departments could develop internship opportunities based on their needs and the needs of the community. Mayor Rosenberg said she is very supportive of this item and the opportunities it will create. Vanderboom said the budget she presented would fund approximately 3 interns for they year. McElhaney said this would be a great idea and hopes that people of all abilities would be able to intern and gain experience.

Motion by Larson to create a paid internship program. Second by Herbst. Martens asked if the number of hours would be limited. Vanderboom said they would use WRS eligibility as a limit so that interns would not be eligible for the Wisconsin Retirement System. All ayes. Motion passed 5-0.

FINANCE COMMITTEE

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

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

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

Discussion and Possible Action regarding creating a Paid Internship Program

Toni Vanderboom stated this is the broad framework to allow us to start a paid internship program for which each department has different internship needs. This lays out the general expectation of hours and a general range of pay that would be the framework and would let each department decide if they want to participate. It could be project based or job based to develop skills. The funding request would allow for two to three interns depending on the nature of the work they are doing: the harder the work, the more the pay.

Sarah Watson questioned how much the budget was and if it was to be annual. Vanderboom stated it is a one-time request of \$25,000 just for this year to see how it works out. Rasmussen suggested this item be held for the next meeting for more information and to determine a funding source.

FINANCE COMMITTEE

Date and Time: Tuesday, **March 22, 2022 @ 5:15 pm.**, Council Chambers

Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Dawn Herbst, and Deb Ryan

Others Present: Maryanne Groat, Matt Barnes, Liz Brodek, Randy Fifrick, Nathan Miller, Tammy Stratz, Valerie Swanborg, John Chmiel & Angela Uhl, Mary Goede, Kaitlyn Bernarde

Discussion and Possible Action regarding creating a Paid Internship Program

Maryanne Groat stated they have not yet identified a funding source and since it is early in the season, we don't really know of any savings in other areas of the budget to apply this. She recommended they use the surplus from the 2021 operations and since this is kind of a pilot study, they could carry money forward from 2021 to 2022 to experiment with this to get additional manpower resources.

Mayor Katie Rosenberg clarified this would be complimentary or in addition to some of the programs we are already doing, such as the CSO program, etc.

Deb Ryan questioned what kind of positions these would be for and if any would be in other areas besides just city hall, like public works and/or utilities. Michael Martens stated from discussion at the HR Committee there weren't any specific positions designated, but it provides the opportunity for any department to create an internship.

Motion by Martens, second by Herbst to approve creating a Paid Internship Program from 2021 carryover. Motion carried 5-0.

Human Resource Committee Packet

February 14, 2022

Agenda Item
Discussion and possible action creating a paid internship program
Background
The City of Wausau is looking for ways to expand the skilled workforce in Wausau and extend developmental in the community. Seasonal positions offer shorter term and sometimes developmental opportunities, but an internship or apprenticeship program will offer more flexibility and longer employment opportunities. This program would establish a general policy approving the employment of interns for 10-15 hours per week with pay ranging from \$10-20/hour, depending on the position. The program would limit participation to individuals 16 years of age or over. Departments could develop internship opportunities based on their needs and the community needs. For example, the HR department currently could use a project based intern to digitize our filing system. An ideal candidate would be an information science graduate student looking to develop and implement an organization system. Another department could develop a program to develop skilled workers in their subject area, or we could create programs based on student/citizen needs as we are contacted by interested parties. This flexibility will let us adjust as needs change, but the departments would be limited to function within the budget established by Council. Interns shall not be used to displace any other workers. I've attached a job posting for a Finance Intern for the City of Wauwatosa as an example of another municipal intern opportunity. HR will ensure regulations regarding the employment of minors are followed if needed as intern opportunities are developed, including: • no work during school hours unless work-based learning program for employees under 18 years of age • no work hour limits for employees aged 16-17, but overtime is paid at time and a half for anything over 10 hours/day or 40 hours/week
Fiscal Impact
Recommend establishing a starting budget of \$20,000. This would support approximately three intern opportunities for the year.
Staff Recommendation
Approve the creation of a paid intern program for the City of Wausau.
Staff contact: Toni Vanderboom (715-261-6634)

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

ORDINANCE OF COMMON COUNCIL

Amending Section 1.12.010 City wards and Section 1.12.015 Aldermanic districts

Committee Action: *Pending*

Ordinance Number:

Fiscal Impact: None

File Number: 01-0725

Date Introduced: April 12, 2022

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

Add ()

Delete (—)

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

1.12.010 City wards.

The city shall be divided into 24 **23** wards, the boundaries of which shall be as hereinafter set forth:

....

WARD 3

2020 Federal Census Tract 55073000700; Blocks 1032—1033, 1036—1037, **1040, 1043** ~~1047—1049~~ **1051**, 2001-2010, 3010—3011, ~~3015~~ **3016**—3021, **1035_02**(split).

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

2020 Federal Census Tract 55073000900; Block 1000.

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

....

WARD 24

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

~~2020 Federal Census Tract 55073000800; Blocks 1044, 2000.~~

~~2020 Federal Census Tract 55073000900; Blocks 1000.~~

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

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

1.12.015 Aldermanic districts.

....

Aldermanic District 2

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

....

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor
Attest:

Kaitlyn A. Bernarde, Clerk

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the Noncompetitive Procurement Process for the PFAS Alternate Temporary Drinking Water Supply, establishing the Coronavirus State and Local Fiscal Recovery Funds Eligible Use and Establishing the Related Budget

Committee Action: *Pending*

Fiscal Impact: \$80,000

File Number: 22-0306

Date Introduced: April 12, 2022

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, on March 8th, 2022 the Common Council authorized initiatives to conduct a pilot study to reduce PFAS levels in the City’s drinking water supply and provide funding for temporary alternate drinking water to provide to the system consumers due to the Drinking Water Advisory (“DWA”) required by the Wisconsin Department of Natural Resources (“WDNR”); and

WHEREAS, on March 8th, 2022 the Common Council authorized and budgeted \$150,000 for the purchase of bottled water and counter top filtration for City residents to provide immediate response to the DWA; and

WHEREAS, the filtered water pitcher budget and all pitchers have been allocated to individual households with additional requests unfilled; and

WHEREAS, staff is recommending the purchase of additional home filtration pitchers at a total cost of \$ 80,000; and

WHEREAS, the Common Council acknowledges the COVID supply chain issues impacting product deliveries and the urgency required to provide safe drinking water to the residents; and

WHEREAS, the American Recovery Coronavirus State and Local Fiscal Recovery Funds program follows the procurement standards established in the Code of Federal Regulations 2 CFR Part 200.320; and

WHEREAS, these standards outline specific circumstances in which noncompetitive procurement can be used including, “the public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation”; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau hereby deems the noncompetitive procurement of products related to the PFAS temporary alternate drinking water supplies as meeting the public exigency or emergency circumstances outlined 2 CFR 200.320, methods of procurement; and

BE IT FURTHER RESOLVED that the Common Council of the City of Wausau classifies the activities related to the purchase of bottled water and countertop filters to the Coronavirus State and Local Fiscal Recovery Funds Program eligible use category: “Investments in Government Services – Revenue Loss”; and

BE IT FURTHER RESOLVED, that the Common Council of the City of Wausau establishes the budget as follows:

ARPA - SLFR Revenues	158-158082390	\$80,000
Lost Public Sector Revenue – Resident Emergency Water Supply	158-158793390	\$80,000

Approved:

Katie Rosenberg, Mayor