



OFFICIAL NOTICE AND AGENDA

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

Meeting of the:	COMMON COUNCIL OF THE CITY OF WAUSAU
Date/Time:	Tuesday, April 28, 2020 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, Debra Ryan

Call to Order			
Pledge of Allegiance / Roll Call / Proclamations			
Public Comment:	Pre-registered citizens for matters appearing on the agenda and other public comment.		
Communication:	Mayor's Appointments to Standing Committees for 2020 - 2022		
File #	CMT	Consent Agenda	ACT
20-0301	COUN	Minutes of previous meeting. (3/24/20)	Place on file
20-0412	FIN	Resolution Approving Parking Permit Fee Abatement Program During Safer At Home	Approved 5-0
File #	CMT	Resolutions and Ordinances	ACT
20-0403		Confirm Mayor's Appointments to Boards, Commissions, and Committees as Indicated	
20-0401	COUN	Minutes of previous meeting. (4/14/20)	
19-1109	FIN	Resolution Approving the 2020 budget modification for the Great Lakes Cheese Facility Demolition	Approved 4-0
		Suspend the Rules - 6(B) <u>Filing</u> and 12 (A) <u>Referral of Resolutions</u> (2/3 vote required)	
03-1006	AIR & FIN	Joint Resolution Authorizing the execution of Airport Ground Lease – Kocourek Holdings, LLC and cancellation of the hangar construction approved on February 11, 2020	Approved 5-0 Approved 5-0
19-0912	COUN	Resolution Approving sanitary sewer easement at 400 East Thomas Street (Marathon County)	Pending
Public Comment & Suggestions			
Adjournment			

Signed by Katie Rosenberg, Mayor

*Due to the COVID-19 pandemic, this meeting is being held in person and via teleconference. Members of the media and the public may attend in person, subject to the social distancing rules of maintaining at least 6 feet apart from other individuals, or by calling **1-408-418-9388**. The **Access Code is 968 805 476**. Password: **MKfTMgrM952 (968805476 from phones)**

Individuals appearing in person will either be seated in the Council Chambers or an overflow room, subject to the social distancing rules. Space available will be on a first come, first served basis. All public participants’ phones will be muted during the meeting. Members of the public who do not wish to appear in person may view the meeting live over the internet by <https://waam.viebit.com/?folder=ALL> , 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 leslie.kremer@ci.wausau.wi.us with “Common Council public comment” in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Mayor.

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 4/24/20 @ 12:30 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.



COMMUNICATION: MAYOR'S ASSIGNMENTS TO THE STANDING COMMITTEES OF THE COMMON COUNCIL

2020-2022 TERM

<u>CISM</u> (Capital Improvements & Street Maintenance) Lisa Rasmussen Lou Larson Jim Wadinski Tom Neal Deb Ryan	<u>COORDINATING COMMITTEE</u> (Chairs of all Standing Committees)
<u>ECONOMIC DEVELOPMENT COMMITTEE</u> Lisa Rasmussen Sarah Watson Tom Neal Tom Kilian Becky McElhaney	<u>FINANCE COMMITTEE</u> Lisa Rasmussen Sarah Watson Michael Martens Deb Ryan Dawn Herbst
<u>HUMAN RESOURCES COMMITTEE</u> Becky McElhaney Dawn Herbst Jim Wadinski Michael Martens Lou Larson	<u>PARK & REC COMMITTEE</u> Pat Peckham Lou Larson Sarah Watson Tom Neal Tom Kilian
<u>PUBLIC HEALTH & SAFETY COMMITTEE</u> Becky McElhaney Pat Peckham Lisa Rasmussen Dawn Herbst Jim Wadinski	

Updated 04/23/20

O:/Council/2020-2022/StandingCommitteeAssignment_2020-2022.docx

OFFICIAL PROCEEDINGS OF THE MEETING OF THE WAUSAU COMMON COUNCIL

held on Tuesday, March 24, 2020 at 6:30 pm in the Council Chambers at City Hall.

Mayor Robert Mielke presiding.

Mayor Mielke explained due to the COVID-19 Pandemic the meeting was also taking place via WebEx and teleconference, as well as live on Charter Cable TV or Public Access. Information on how to access the meeting is listed on Council Agenda.

Roll Call

03/24/2020

In person: Nutting, Gisselman, Lawrence and Smith. *By WebEx:* Peckham, Martens, Neal, McElhaney, Rasmussen, Herbst and Thao. 11 members present.

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

None

Consent Agenda

03/24/2020

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

Mayor Mielke indicated file numbers 20-0315, and 03-1007 were requested to be removed from Consent by Thao and Smith. Lawrence requested file number 20-0312 be removed from Consent.

20-0301 Minutes of the previous regular meeting (3/10/20)

20-0311 Joint Resolution of the Airport Committee and the Park & Recreation Committee Authorizing execution of lease for Alexander Airport Park and Airport Sports Park

20-0309 Resolution of the Capital Improvement & Street Maintenance Committee Accepting Easement with Wisconsin Public Service for grading and creating a ditch at Parcel ID 076-2907-282-0967.

Yes Votes: 11 No Votes: 0 Result: PASS

20-0312

03/24/2020

Motion by Lawrence, second by Nutting **to refer** the Ordinance of the Capital Improvement & Street Maintenance Committee Designating odd/even parking on North 10th Avenue between West Wausau Avenue and West Knox Street, Monday through Friday, 7:30 a.m. to 3:30 p.m., no parking on West Wausau Avenue between North 9th Avenue and North 10th Avenue and on West Union Avenue between North 9th Avenue and North 10th Avenue, Monday through Friday, 7:30 a.m. to 3:30 p.m. - **back to the CISM Committee.**

Lawrence stated a constituent who could not make it to the CISM Committee meeting due to work contacted her and requested a chance to appear before CISM regarding to speak in opposition to this change that was requested by one person.

Thao stated CISM Committee did not base the changes on accommodating just one resident who had inquired about off street parking. Others on the committee talked about the signs there today that are unclear and this ordinance fixes these items. Gisselman added there were staff from Police Department and DPW at CISM and it was very well vetted.

Rasmussen agreed they worked hard to find a compromise on this ordinance. She commented she is always reluctant to take things back to committee if we don't think the outcome will be any different

Vote on the motion to refer back to CISM:

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	NO
2	Martens, Michael	NO
3	Nutting, David E.	NO
4	Neal, Tom	NO
5	Gisselman, Gary	NO
6	McElhaney, Becky	NO
7	Rasmussen, Lisa	NO

8	Lawrence, Linda	YES
9	Herbst, Dawn	NO
10	Thao, Mary	NO
11	Smith, Dennis	YES

20-0312

Motion by Gisselman, second by Nutting to adopt the Ordinance of the Capital Improvement & Street Maintenance Committee Designating odd/even parking on North 10th Avenue between West Wausau Avenue and West Knox Street, Monday through Friday, 7:30 a.m. to 3:30 p.m., no parking on West Wausau Avenue between North 9th Avenue and North 10th Avenue and on West Union Avenue between North 9th Avenue and North 10th Avenue, Monday through Friday, 7:30 a.m. to 3:30 p.m.

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

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

20-0315

03/24/2020

Motion by Peckham, second by Lawrence **to refer** the Resolution of the Economic Development Committee Authorizing the Mayor to approve payment deferrals on existing City-provided loans to commercial properties and businesses for up to one (1) year to assist small businesses during the COVID-19 pandemic – **back to the Economic Development Committee.**

Thao appreciated the ED Committee bringing this forward, however, she felt some WEDC guidelines needed to be added to the resolution. She felt some criteria was missing, such as when a business has less than 20 employees and their annual generated revenue is up to and below \$2 million. These were some things she wanted them to think about that is missing from the resolution. She also questioned them being considered on a case-by-case basis. .

Rasmussen agreed there needs to be a consistent set of criteria and some evidence. She also felt ground lease payments she be a part of the resolution. Thao questioned why not defer the loan interest as well

Chris Schock explained some of the parameters the WEDC and other organizations are doing are creating new terms for new lending, but what we are talking about today is deferring payments on existing loans, not new lending. He indicated they were ready to defer payments on loans on a case-by-case basis for some of the different programs that don't require Council action. There is already a process for staff in normal situations to review loans with the primary lender and allow deferral of payments on interest and principal, although the interest would continue to accrue. The resolution is brought forward because we have some loans that are funded with TIF resources and that is a statutory pot of money. This is presented as an opportunity to defer those payments during this window of time up to a year. *Discussion followed.* .

Vote on the motion to refer back to ED Committee:

Yes Votes: 11 No Votes: 0 Result: PASS

03-1007

03/24/2020

Motion by Gisselman, second by Peckham to adopt the Resolution of the Finance Committee Approving the 2020 Community Development Block Grant Program Action Plan and the Community Development Block Grant Program 5 Year Consolidated Plan. Adopted 10-0.

Smith questioned the Bridge Community Gardens request of \$74,110 and why the Advisory Committee recommended giving them an additional \$40,000, and if the Finance Committee approved \$57,000.

Michelle Van Krey, Community Development Specialist, explained the changes in the allocation come from the change in our actual allocation versus what we had thought we were going to receive. She indicated the Citizens Advisory Committee originally recommended funding the Bridge Community Gardens at \$40,000 based on our estimate that we would receive \$580,000. The allocation actually came in at over \$630,000 so they were able to give more money to them for the garden project.

Smith questioned why Open Door did not receive anything. Van Krey explained Open Door did not submit their application on time which disqualified them from the process. She noted they are also only allowed to fund 15% of the total allocation received to public services. Smith questioned if the other organizations that did not receive funds were also late. Van Krey stated the rest that did not receive funding was based on the recommendation of the Citizens Advisory Committee.

McElhaney what programs received more due to the increased allotment. Van Krey responded the chart shows the administration portion received an increase because it was funded the full 20% allowed and the Parks Department received an increase, as well as Bridge Community Clinic. McElhaney questioned why the Hmong American Center Youth Program did not receive any funding.

Van Krey explained during the process the Citizens Advisory Committee goes through some concerns were brought up about the organization nature of the programs and their board. It was decided to not fund them this year to give them the opportunity to reorganize and reapply next year.

Rasmussen commented she feels we should make every effort to follow the Citizens Advisory Committee recommendation because the process they go through is painstaking and credible. She stated we have few processes for allocation of federal funds that are better than this one because we have an independent citizen panel that works to balance the funds they get with the needs of the community. They also try to eliminate entities trying to rely on that funding forever because they want them to become self-sufficient in order to be able to allocate to other things that have value in the community. She reiterated their process is in depth.

Peckham indicated he represented the Council on the Advisory Committee and echoed what Rasmussen said about the deliberations that go into these decisions. It is a complicated process that delves into the quality of the perceived management of an organization, their financial plan, and how many years they have received funds in the past. He noted the chair, Bruce Bohlken, allows a full conversation and examination of all the requests.

Nutting exited the meeting before the vote.

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

19-1109

03/24/2020

Motion by Neal, second by Lawrence to adopt the Resolution of the Finance Committee Approving the 2020 budget modification for special event staffing – Wausau Police Department.

Smith questioned if the city could bill the organizers of events for the Police Department coverage. Chief Bliven responded this was discussed at the Finance Committee and it is an option for the Council to require organizers to pay for the staffing, but the committee did not want to discourage people from holding these events inside the city.

Lawrence commented she asked the Police Chief at Finance Committee to work with the Fair Board for future years, but in general most of the organizations receive money from Room Tax, so it would be like paying ourselves. The consensus was starting in the 2021 budget they would revamp some of the Room Tax funds to cover this because it is related to events, as opposed to coming from the General Fund.

Neal stated he supported this resolution because it is a public safety issue, but also pointed out anyone putting on an event will tell you that money is scarce with having to pay for the logistics and insurance. He agreed we don't want to discourage events in the city.

McElhaney questioned if this was just for this summer and what about the mentoring of the CSO's. Deputy Chief Matt Barnes clarified there is \$25,000 for an additional CSO budget that would allow us to go from our normal 12 CSOs that we primarily utilize during the summer months. The additional money would allow to extend that to 20 CSOs so we can staff special events and pay particular attention to the riverfront. \$35,000 is to hire part-time police officers, which we are hoping to be retirees, who would then serve as mentors to the CSOs. They would be sworn officers armed with arrest powers, but their role would be to work with the CSOs. This funding will get us through the summer month's events of 2020.

Rasmussen stated this is a plan for 2020 because we are already at the cusp of the event season, but we don't plan to do it this way every year. She explained we will plan for it in the 2021 budget process and consider allocating at least part of it with Room Tax funds.

Barnes stated he spoke with Wausau Events this week and they are considering canceling at least the first three Wednesday night concerts, which has an impact on this funding. He noted even if all events take place there may be small attendance realized due to the COVID -19 issue. It is possible these funds won't all be necessary and we are committed to tracking our staffing this year to come up with an exact cost.

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

95-0617

03/24/2020

Motion by Gisselman, second by Peckham to adopt the Resolution of the Plan Commission Adopting the updated Wausau River Edge Master Plan.

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

Suspend the Rules

03/24/2020

Motion by Gisselman, second by Smith to Suspend the Rules for items marked pending on the agenda. Motion carried unanimously.

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

20-0310

03/24/2020

Motion by Smith, second by Lawrence to adopt the Resolution of the Common Council Approving City of Wausau Policy for Employees with Symptoms or Exposure of Novel COVID-19 Flu (Coronavirus)

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

20-0317

03/24/2020

Motion by Lawrence, second by Gisselman to adopt the Resolution of the Common Council Ratifying the Emergency Proclamation of the Chief Executive Officer pertaining to the Covid-19 Pandemic and Declaration of Emergency.

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

20-0316

03/24/2020

Motion by Gisselman, second by Rasmussen to adopt the Resolution of the Common Council Approving Agreement for the Providing of Workforce Staffing between Wausau metro area municipalities.

Peckham questioned if there was a limit to the municipalities included in this agreement. Mayor Mielke stated he was referring the communities in the surrounding metro Wausau region.

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

20-0313

03/24/2020

Motion by Gisselman, second by Smith to adopt the Resolution of the Common Council Approving Public Works Emergency Response Mutual Aid Agreement for use with other government entities.

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

20-0314

03/24/2020

Motion by Smith, second by Gisselman to adopt the Resolution of the Common Council Approving Fire Department/DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services.

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

03-0306

03/24/2020

Motion by Lawrence, second by Neal 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.

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

Public Comment or Suggestions:

None

Adjournment

03/24/2020

Motion by Smith, second by Gisselman to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 7:50 pm.

Robert B. Mielke, Mayor
Leslie M. Kremer, City Clerk

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Parking Permit Fee Abatement Program During Safer At Home

Committee Action: Approved 5-0

Fiscal Impact (2020): Actual amount is unknown and will depend on refund requests

File Number: 20-0412

Date Introduced: April 28, 2020

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: Parking Fund</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: unknown \$30,000 to 60,000</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☒ No ☐	<i>Amount: Parking Fund</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 sell parking permits for downtown parking facilities to businesses, employees and residents; and

WHEREAS, existing policy does not refund parking permits for lack of use; and

WHEREAS, based upon the invoicing time schedule parking customers may have paid for March and April parking prior to the enactment of Safer At Home and subsequently been unable to use their permit, and

WHEREAS, staff have proposed an administrative process whereby refunds or abatement of parking fees will be provided to parking customers certifying the unused parking permit through an official refund request form, and

WHEREAS, your Finance Committee has considered and recommends the parking permit fee abatement program for those individuals unable to use their parking permit during the time period Safer At Home is enacted;

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized to administer the parking permit fee abatement during the Safer At Home period defined as March 12 to May 30, 2020.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, April 14, 2020 @ 5:15 pm., Council Chambers

Members Present *In person*: Nutting, Lawrence. *By WebEx*: Rasmussen and Martens.

Members Excused: Smith

Others Present: Groat, Jacobson, Goede, Van Krey, Lindman

**Discussion and possible action regarding Safer At Home Parking Refunds for Downtown March and April
Parking permit fees**

Rasmussen stated this is another measure that would help our downtown business owners and stakeholders while employees are not using the ramps and not able to park in them based on the Safer at Home orders.

Motion by Martens, second by Nutting to approve the parking refunds for March and April parking permits. Motion carried 4-0.



City of Wausau
Downtown Parking Permit Refund Request

COVID 19 SAFER AT HOME

In response to the Safer At Home Emergency Declaration the City of Wausau is offering a refund for parking permits to those individuals and businesses impacted. To receive a parking permit refund please complete the form below:

Customer Name _____

Customer Email _____

Customer Telephone Number _____

Number of Permits Displaced During Safer At Home _____

Parking Lot/Ramp _____

I certify that the parking permit(s) noted above were not used during the Safer At Home Public Health Emergency.

Signature _____ Date _____

TERMS FOR PERMIT REFUND

- All refunds will be applied to any parking permit invoices outstanding
- The refund will be for the period ~~March 12 to April 30~~ March 12 through May 30th, 2020

OFFICE USE ONLY:

Refund Amount _____ ☐ Approved ☐ Denied Reason: _____

Approved by: _____ Date: _____

CONFIRMATION OF MAYOR'S APPOINTMENTS

Mayor's Aldermanic Appointments to Non-Standing Committees for 2020 - 2022

File Number: 20-0403 Date Introduced: April 28, 2020

1) Administrative Review Board

The Administrative Review Board consists of three members appointed by the Mayor and an alternate member which shall have the duty and responsibility of hearing appeals from initial administrative determinations or decision of officers, employees, agencies, committees, board and commissions of the City filed in accordance with Section 68.10, Wisconsin Statutes, and making a final determination thereupon.

Represents	Name	Address	Term	Phone #
Chair of PH&S	TBD		2020-2022	
Chair of CISM	TBD		2020-2022	
Member	Becky McElhaney	4050 Ashland Ave	2020-2022	715-581-3762
Alternate	Michael Martens	1228 Arthur Street	2020-2022	715-845-4218

2) Airport Committee

The airport committee is comprised of seven members appointed by the mayor. Four of the members are alderpersons and three of the members are citizens. They are appointed by the mayor and subject to confirmation by the common council. The alderpersons serve during their term of office, and the citizen members serve three year terms; provided, that on the first appointment one of the citizen members shall have a three-year term, one a two-year term and one a one-year term. The mayor appoints the chairperson. The committee shall make recommendations to the council on the maintenance, operation, control, fees and charges, and the contracted services for the Wausau Downtown Airport. In addition, the committee shall make recommendations regarding any of the provisions contained in Section 114.14 of the Wisconsin Statutes.

Represents	Name	Address	Term	Phone #
Chairperson	Pat Peckham	1618 Emerson Street	2020-2022	715-845-1396
Member	Lisa Rasmussen	1310 Crescent Drive	2020-2022	715-675-0060
Member	Jim Wadinski	1130 Brown Street	2020-2022	715-848-3821
Member	Lou Larson	904 S 21st Place	2020-2022	715-574-7699

3) Bicycle & Pedestrian Advisory Committee

Created to assist and work with the Capital Improvements and Street Maintenance Committee as well as other committees of the Common Council as needed to improve bicycle and pedestrian accommodations in the City of Wausau. It has been determined to be a "special" committee by Wisconsin Statutes, whose members are appointed by the Mayor without Common Council approval. This committee shall consist of five (5) citizen members appointed by the Mayor to serve a term of two (2) years from the date of their appointments. Alderpersons serving on the committee shall also be appointed by the Mayor and serve their term of office. A member of the Wausau Police Department as approved by the Police Chief and appointed by the Mayor shall serve as a liaison to the committee. The committee is staffed by the City Planning office.

Represents	Name	Address	Term	Phone #
Alderperson	Sarah Watson	412 N 5th Avenue	2020-2022	715-204-9865
Alderperson	Pat Peckham	1618 Emerson Street	2020-2022	715-845-1396

4) Building Advisory Board

The building advisory board consists of the following: (a) Ex officio members: Public works director, Fire chief. (b) Members appointed by the mayor, confirmed by the council: Two members of the common council, Two citizen architects, One citizen master electrician, One citizen master plumber, One citizen general contractor. The building advisory board has full power to pass upon any and every question arising on the provisions of this code.

Represents	Name	Address	Term	Phone #
Member	Jim Wadinski	1130 Brown Street	2020-2022	715-848-3821
Member	Tom Neal	916 Hamilton Street	2020-2022	715-573-6042

5) Citizen's Advisory Committee - Community Development Block Grant

The Citizen Advisory Committee for Community Development (CACCD) is an advisory committee to the City of Wausau comprised of thirteen (13) members from the community at large including one (1) council member. Members are appointed by the Mayor and serve a six (6) year term, renewable every two (2) years. Their purpose is to provide input on matters related to the Community Development Block Grant Program (funded by the US Department of Housing and Urban Development - HUD) as well as develop policies for other housing and community development funded programs within the Community Development Department.

Represents	Name	Address	Term	Phone #
Member	<i>Will be appointed May 12th</i>		2020-2022	

6) Community Development Authority

The community development authority consists of seven resident persons having sufficient ability and experience in the fields of urban renewal, community development and housing. (b) The mayor shall, with confirmation of the council, appoint such commissioners; two of the commissioners shall be members of the common council and shall serve during their terms of office as council members. (c) The first appointments of the five other members shall be for the following terms: two for one year and one each for terms of two, three and four years. Thereafter, the terms of other members shall be four years and until their successors are appointed and qualified. (d) Vacancies shall be filled for the unexpired term as provided in this section.

Represents	Name	Address	Term	Phone #
Member	Tom Neal	916 Hamilton St	2020-2022	715-573-6042
Member	Debra Ryan	702 Elm Street	2020-2022	715-803-4909

7) Historic Preservation Committee

A historic preservation commission was created consisting of nine members and the building inspector and city planner as ex officio members. Of the membership, one shall be an architect or architectural designer, one shall be a historian, one shall be an alderperson and six shall be citizen members. Each member shall have, to the highest extent practicable, a known interest in historic preservation. The mayor appoints the commissioners subject to confirmation by the common council. Of the initial members so appointed, two shall serve a term of one year, three shall serve a term of two years, three shall serve a term of three years and the alderperson shall serve for his or her term of office. Thereafter, the term for each member shall be three years, except the commissioner who is an alderperson shall serve for his or her term of office, and the ex officio members shall serve for the term of their appointment.

Represents	Name	Address	Term	Phone #
Aldersperson	Deb Ryan	702 Elm Street	2020-2022	715-803-4909

8) Incubator Board

The Incubator Board was created to assist in the policy making decisions of the Wausau Business Incubator which provides space, technical assistance and shared overhead to allow for the creation and growth of small businesses in the community. This non standing committee includes an alderperson who represents the City on the board and the Community Development Business Development Specialist who acts in an ex-officio capacity.

Represents	Name	Address	Term	Phone #
Chair of ED	TBD		2020-2022	

9) Joint Review Board

The board consists of one representative chosen by the school district that has power to levy taxes on the property within the tax incremental district, one representative chosen by the technical college district that has power to levy taxes on the property within the tax incremental district, one representative chosen by the county that has power to levy taxes on the property within the tax incremental district, one representative chosen by the city and one public member for the purpose of reviewing the proposal. The public member and the board's chairperson is selected by a majority of the other board members before a public hearing is held. All board members are appointed and the first board meeting must be held within 14 days after the plan commission notice of public hearing is published.

Represents	Name	Address	Term	Phone #
City Member	Lisa Rasmussen	1310 Crescent Drive	2020-2022	715-675-4872

10) Legislative Committee

This non-standing committee consists of three alderpersons and two citizen members who routinely review proposed legislative action on state and federal levels to study the legislation's benefits and/or detriments and recommend an official city response to governmental representatives. They are instrumental in coordinating the efforts of city staff to initiate, create or lobby for legislation beneficial to the City and/or its residents.

Represents	Name	Address	Term	Phone #
Member	Michael Martens	1228 Arthur Street	2020-2022	715-845-4218
Member	Sarah Watson	412 N 5th Avenue	2020-2022	715-204-9865
Member	Jim Wadinski	1130 Brown Street	2020-2022	715-848-3821

11) Mayor's Welcoming and Inclusivity Committee

The committee shall consist of eight citizen members appointed by the Mayor and confirmed by the Council to serve a term of three years from the date of their appointments, plus one representative from the Common Council. The committee is an advisory committee to the Common Council.

Represents	Name	Address	Term	Phone #
Aldersperson	Tom Neal	916 Hamilton Street	2020-2022	715-573-6042

12) Plan Commission

The city plan commission shall be composed of the mayor, who shall be the presiding officer, the public works director, the chair of park and recreation committee, an alderperson, and three residents of the city. The alderperson member shall be elected by a two-thirds vote of the common council at its regular April meeting each year. Qualifications and responsibilities of the members of the plan commission shall be as established by Section 62.23 of the Wisconsin Statutes.

Represents	Name	Address	Term	Phone #
Park & Rec Chair	TBD		2020-2022	
Elected by the Common Council	Tom Neal	916 Hamilton Street	2020-2022	715-573-6042

13) Sustainability, Energy & Environment Committee

Created to act as an advisory body to the Common Council in the development of policies, programs and decisions. The committee shall consist of seven members, including one alderperson. The remaining members shall be citizen members who are Wausau residents and are actively involved as business representatives from a sustainability industry; teachers, students, or staff from a Wausau public high school; faculty, staff members, or students from the UW-system or North Central Technical College; representatives of related government agencies or related non-profit entities; or other citizens with related expertise. Members shall be appointed by the Mayor and confirmed by the Council.

Represents	Name	Address	Term	Phone #
Aldersperson	Tom Kilian	133 E Thomas Street	2020-2022	715-571-8108

14) Transit Commission

The transit commission is created pursuant to Section 66.1021 of the Wisconsin Statutes and consists of three (3) alderpersons, two (2) Wausau residents, and one (1) resident member from each community being served by the Wausau Area Transit System. The three alderpersons and two Wausau residents are appointed by the Mayor and approved by the Common Council. The resident members from the communities served are appointed by their respective municipalities. If one of those members whose term expires was the chairperson, the Mayor shall appoint a different chairperson. The first members of the transit commission shall be appointed for staggered three-year terms. The term of office of each member thereafter appointed shall be three years. (2) No person holding stocks or bonds in any corporation subject to the jurisdiction of the transit commission, or who is in any other manner directly or indirectly pecuniarily interested in any such corporation, shall be a member of, nor employed by, the transit commission. Members shall serve in an advisory capacity to the city council and shall help formulate the policies governing the operations of the Wausau Area Transit System. They shall make recommendations to the mayor and council relating to service areas, rates, capital outlay, budgeting and scheduling.

Represents	Name	Address	Term	Phone #
Member	Pat Peckham	1618 Emerson Street	2020-2022	715-843-0990
Member	Becky McElhaney	4050 Ashland Avenue	2020-2022	715-848-5160
Member	Debra Ryan	702 Elm Street	2020-2022	715-803-4909

15) Wausau Arts Commission

The commission shall consist of seven (7) members, including one (1) alderperson. The remaining members shall be citizen members who are Wausau residents and are actively involved as a member of Wausau's art community. Members shall be appointed by the Mayor and confirmed by the Council. The terms of all commission members shall be for three years or until their successors are qualified. However, the term of the aldermanic member shall expire with the expiration of her/his term as alderperson, and the members appointed to the first term following the effective date of this ordinance shall be appointed to staggered terms. Two (2) members shall serve an initial term of one (1) year, two (2) shall serve an initial term of two (2) years, and two (2) shall serve an initial term of the full three (3) years. No member shall serve more than two (2) consecutive three-year terms. However, the members appointed to the first term after the effective date of this ordinance who serve an initial term of less than three (3) years, and any member appointed to fill the unexpired term of a former member, shall be eligible to serve two (2) full consecutive three-year terms thereafter.

Represents	Name	Address	Term	Phone #
Member	Sarah Watson	412 N 5th Avenue	2020-2022	715-204-9865

16) Wausau Water Works Commission

MC 13.04.020 Utility Commission: The utility commission shall consist of five members and shall serve five year terms. The commission shall consist of the mayor, one alderperson elected from the membership of the common council, and three citizens of the city of Wausau. The mayor shall be deemed to be a member of the commission for the term for which he/she is elected, and the mayor shall act as the president and presiding officer. The alderperson shall be elected or re-elected by the common council at the inaugural organizational meeting of the council after its election, which alderperson shall serve a two year term commencing immediately upon election and which alderperson shall be the secretary of the commission. The three citizen members shall be appointment or re-appointed by the mayor, subject to confirmation by the common council and shall serve a five-year term of office which shall begin on the first day of May in the year in which the term commences. Commission vacancies shall be filled for the unexpired term of office in accordance with appropriate state statutes and city ordinances, and shall be confirmed by the common council, as

Represents	Name	Address	Term	Phone #
Elected by the Common Council	Dawn Herbst	2809 Springdale Ave	2020-2022	715-842-8347

Katie Rosenberg, Mayor

OFFICIAL PROCEEDINGS OF THE MEETING OF THE WAUSAU COMMON COUNCIL

held on Tuesday, April 14, 2020 at 6:30 pm in the Council Chambers at City Hall.

Council President Lisa Rasmussen as Acting Mayor presiding.

Roll Call

04/14/2020

Roll Call indicated 10 members present.

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

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

- 1) Maryanne Groat, Finance Director, recognized the Clerk/Customer Service staff team for outstanding work in managing the very stressful and dynamic election. She also recognized the poll workers for the job they did in face of all of the hazards and concerns. She stated the National Guard was deployed to help as poll workers at the various poll sites and other departmental employees of the city helped out with the work in the office as well, which was much appreciated.
- 2) Rasmussen commented on behalf of the Council members they were very grateful the elections ran the way they did given the chaotic nature. She commented some of the elements surrounding the election and the lead up to it were confusing and brewed the perfect storm for everyone tasked with carrying out a normal election.

Consent Agenda

04/14/2020

Motion by Peckham, second by Thao to adopt all the items on the Consent Agenda as follows:

20-0301 Minutes of the previous regular meeting (3/18/20)

20-0108 Resolution of the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated.

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

20-0404

04/14/2020

Motion by Neal, second by Lawrence to adopt the Resolution of the Economic Development Committee Supporting the application of Gorman Companies to the Wisconsin Housing and Economic Development Authority (WHEDA) for Low Income Housing Tax Credits for the renovation of the Landmark Apartments.

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

19-1109

04/14/2020

Motion by Peckham, second by Herbst to adopt the Resolution of the Finance Committee Approving Modification of the 2020 Budget - Capital Project Funds, Motor Pool Fund, TID Funds and Public Access Fund.

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

18-1109

04/14/2020

Motion Herbst, second by Nutting to adopt the Resolution of the Finance Committee Approving the 2019 budget modification for the Recycling, Parking and Airport Fund.

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

20-0409

04/14/2020

Motion by Peckham, second by Martens to adopt the Resolution of the Finance Committee Authorizing Proper City Official(s) to apply

for and borrow from the Board of Commissioners of Public Lands of Wisconsin a State Trust Fund Loan not to exceed \$2,986,000 for the purpose financing street improvements and Riverside Park trail, road and seawall.

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	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Lawrence, Linda	YES
9	Herbst, Dawn	YES
10	Thao, Mary	NO
11	Smith, Dennis	NV

20-0410

04/14/2020

Motion by Lawrence, second by Herbst to adopt the Joint Resolution of the Economic Development Committee and the Finance Committee Approving tax increment financing incentives not to exceed 10% of new construction value for proposed multifamily residential units as part of a major redevelopment of the existing Plaza Hotel site at 201 N 17th Avenue and related budget modification.

Gisselman indicated he voted against this at committee because he believed at this point in time we should really be questioning our rapid increase into multi-family housing. He noted it has been brought their attention the application is incomplete and doesn't even have the legal name determined.

Refer back

Motion by Gisselman, second by McElhaney to refer this back to Economic Development Committee for further study and bring it back to Council with a completed application.

McElhaney agreed with Gisselman noting a whole area of financing on the application is left blank and the question regarding union labor was not answered. She indicated she was not opposed to this proposal but the residents were clear they want us to do our due diligence.

Neal felt they were merely being asked to start a process by showing our interest and support for this project. The developer's agreement will be negotiated and go to Plan Commission and back to the Council. He thought perhaps some things were left blank because Mr. Lokre wasn't sure what to put down at this point, however, Lokre is a known developer with a good track record. He pointed out the Plaza Hotel project is really contingent upon getting this project approved and started. He did not feel it should be referred back to ED Committee, which would be a needless delay.

Thao stated it is compelling that one application is very complete, including renderings and type of investment the developer is coming forward to contribute to what they would like renovated to become the new Best Western; however, with the other application she had some concerns and felt they should have taken the time to fill it out completely and disclose all the information.

Lawrence commented mayors meet a lot in private with developers through an idea brought forward. There is then an initial point where it goes public through a committee. She stated this is not the developer agreement, it is to show intent and additional delays would be a mistake. She felt if life is made too difficult for developers they will go elsewhere.

Chris Schock, Economic Development Director, explained when an application is submitted there are certain aspects of the TIF application that are relevant and some that are less so. In the case of the loan for the renovation of the hotel, there is a lot of information that needs to be fleshed out because it is a complex thing to finance. It is an expensive renovation that will not generate a significant amount of increment or new property value. He indicated Lokre would create a separate LLC and at committee he included a site plan but noted they haven't designed the building yet. It will be similar to the Mountain Lanes project and it will still come back though Plan Commission. He believed a lot of the questions were already answered at the committee level.

Discussion continued.

Vote on the motion to refer back to ED:

Yes Votes: 3

No Votes: 7

Abstain: 0

Not Voting: 1

Result: FAIL

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

Vote on the original motion to adopt:

Yes Votes: 7

No Votes: 3

Abstain: 0

Not Voting: 1

Result: PASS

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

20-0410

04/14/2020

Motion by Neal, second by Nutting to adopt the Joint Resolution of the Economic Development Committee and the Finance Committee Approving a \$190,000 loan and one year of reverse tax increment financing incentive for the major renovation of the Plaza Hotel at 201 N 17th Avenue and related budget modification.

Gisselman questioned the status of new ownership of the Plaza Hotel. Schock stated the property needs to be divided into three pieces. The northern lot would be sold for redevelopment, the tower portion of the hotel would be remodeled and the ballroom/pool area would be demolished and sold to Lokre Company for the multi-family piece. This approval process is all part of it and the new owner has to secure all his financing, which he is working through.

Yes Votes: 10

No Votes: 0

Not Voting: 1

Result: PASS

19-1109

04/14/2020

Motion by Gisselman, second by Neal to adopt the Joint Resolution of the Economic Development Committee and the Finance Committee Approving the acquisition of 1407 N Second Street from Marathon County and Related Budget Modification.

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	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Lawrence, Linda	YES
9	Herbst, Dawn	YES

10	Thao, Mary	NO
11	Smith, Dennis	NV

20-0405

04/14/2020

Motion by Neal, second by Herbst to adopt the Joint Resolution of the Economic Development Committee and the Finance Committee Approving the sale of 180 E Wausau Ave. for the establishment of the Wausau Barrel House- a cannery, barrel aging facility, kitchen incubator and tasting room and related Budget Modification.

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

20-0315 Amendment

04/14/2020

Motion by Thao, second by Gisselman to amend the Joint Resolution of the Economic Development Committee and the Finance Committee Authorizing the deferral of interest and principal payments on existing City-provided loans and ground lease payments due to the City of commercial properties and businesses for six (6) months to assist small businesses who request such during the COVID-19 pandemic emergency declaration – to strike the word “small” from the entire resolution and to strike “case-by-case basis” in the last paragraph.

Thao felt the word “small” should be removed from the resolution so it is clear that any city provided loan or ground lease would have no stipulation of having any kind of criteria. She did not think the resolution should just refer to the vulnerable small businesses and should be kept very general. She stated these payments should be deferred for the next 6 months for any business automatically and not on a case-by-case basis.

Rasmussen explained the reason they left in the language about a case-by-case basis is because this costs people money and the interest continues to accrue over time if they choose to take advantage of the deferral. Some businesses who are less affected by COVID-19 may opt to continue their normal payment schedule and not take the deferral. She stated they wanted them to have the option to opt in versus having to take action to get out.

Thao reiterated she wanted it to be clear that any business with an active loan or ground lease with the city is automatically going to receive the deferment.

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

20-0315

Motion by Neal, second by Herbst to adopt the Joint Resolution of the Economic Development Committee and the Finance Committee Authorizing the deferral of interest and principal payments on existing City-provided loans and ground lease payments due to the City of commercial properties and businesses for six (6) months to assist small businesses who request such during the COVID-19 pandemic emergency declaration, as amended on Council Floor.

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

94-0907

04/14/2020

Motion by Nutting, second by Peckham to adopt the Joint Resolution of the Plan Commission, Economic Development Committee, and Finance Committee Approving the Boundaries and Project Plan for Amendment Four to Tax Incremental District Number 3, City of Wausau (TID #3).

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

05-0406

04/14/2020

Motion by Peckham, second by Herbst to adopt the Joint Resolution of the Plan Commission, Economic Development Committee, and Finance Committee Approving Amendment Five to the Project Plan and Boundaries of Tax Incremental District No. Six, City of Wausau, Wisconsin.

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

05-1209

04/14/2020

Motion by Nutting, second by Thao to adopt the Joint Resolution of the Plan Commission, Economic Development Committee, and Finance Committee Approving the Boundaries and Project Plan Amendment Two of Tax Incremental Financing District Number 7, City of Wausau (TID # 7)

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

12-0316 Amendment

04/14/2020

Motion by Neal, second by Nutting to amend the boundaries of TID #8 to include the Plaza Hotel property and project costs

Rasmussen stated when this item needs to be amended to include the Plaza Hotel property that was approved tonight.

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	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Lawrence, Linda	YES
9	Herbst, Dawn	YES
10	Thao, Mary	NO
11	Smith, Dennis	NV

Motion by Neal, second by Nutting to adopt the Joint Resolution of the Plan Commission, Economic Development Committee, and Finance Committee Approving the Boundaries and Project Plan Amendment Two of Tax Incremental Financing District Number 8, City of Wausau (TID # 8), as amended on Council floor.

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	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Lawrence, Linda	YES
9	Herbst, Dawn	YES
10	Thao, Mary	NO
11	Smith, Dennis	NV

17-0716

04/14/2020

Motion by Peckham, second by Gisselman to adopt the Joint Resolution of the Plan Commission, Economic Development Committee, and Finance Committee Approving the Boundaries and Project Plan for Amendment One to Tax Incremental Financing District Number 12, City of Wausau (TID #12).

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

Suspend the Rules

04/14/2020

Motion Nutting, second by Herbst to suspend the rules for pending items on the agenda.

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

20-0207

04/14/2020

Motion by Peckham, second by Martens to adopt the Resolution of the Common Council Vacating and discontinuing a portion of right of way at Curling Way near Townline Road.

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

Aldersperson Thao exited the meeting at 7:55 pm.

20-0317

04/14/2020

Motion by Lawrence, second by Neal to adopt the Resolution of the Common Council Ratifying Executive Declaration No. 2 under City of Wausau Proclamation of State of Emergency pursuant to Wis. Stat. §323.14(4)(b) relating to “essential” and “non-essential” meetings and agenda items. .

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

20-0317

04/14/2020

Motion by Neal, second by Herbst to adopt the Resolution of the Common Council Ratifying Executive Declaration No. 3 under City of Wausau Proclamation of State of Emergency pursuant to Wis. Stat. §323.14(4)(b) relating to suspension of W.M.C. §5.64.036 Drive-Up Sales.

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

01-0115

04/14/2020

Motion by Lawrence, second by Peckham to adopt the Resolution of the Common Council Relocating Districts 7 & 8 Polling Place from Wausau West High School to St. Mark’s Lutheran Church.

McElhaney questioned what the reason was for leaving Wausau West. The clerk explained it had to be moved during the pandemic because the school was not available. She further stated the school requires additional security measures and often has conflicts with election dates and school activities. Overall the church is a better place to hold elections and is available. McElhaney questioned if they are still going to be using Wausau East. Kremer stated yes, at this time, but we are looking for alternative locations in order to move all polling locations out of schools.

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

20-0406

04/14/2020

Motion by Peckham, second by Lawrence to adopt the Resolution of the Common Council Authorizing negotiation and execution of a Sanitary Sewer Easement Agreement with LN Real Estate LLC as Grantor.

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

20-0406

04/14/2020

Motion by Martens, second by McElhaney to adopt the Resolution of the Common Council Authorizing negotiation and execution of a Sanitary Sewer Force Main Access Easement Agreement with LN Real Estate LLC as Grantor.

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

20-0408

04/14/2020

Motion by Neal, second by Herbst to adopt the Resolution of the Common Council Authorizing negotiation and execution of a Sanitary Sewer Force Main Access Easement Agreement with Alter Trading Corporation as Grantor. .

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

20-0407

04/14/2020

Motion by Herbst, second by Peckham to adopt the Resolution of the Common Council Authorizing negotiation and execution of two Sanitary Sewer Force Main Access Easement Agreements with Veritas Steel LLC as Grantor.

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

20-0411

04/14/2020

Motion by Nutting, second by Neal to adopt the Resolution of the Common Council Approving City of Wausau MetroRide Administrative Leave Policy.

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

06-1005

04/14/2020

Motion by Herbst, second by McElhaney to adopt the Resolution of the Common Council Approving Agreement with US Digital Designs, Inc. for G2 fire station alerting system and Memorandum of Understanding between the City of Wausau Fire Department, Riverside Fire District, and South Area Fire and Emergency Response District (SAFER) for computer aided dispatch system use and

services

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

Public Comments or Suggestions

David Nutting read his thank you and farewell remarks to his fellow Council members and to the city staff. He offered to be available to serve the city if needed.

20-0317

04/14/2020

Motion by McElhaney, second by Peckham to adopt the Resolution of the Common Council Ratifying Executive Declaration No. 4 under City of Wausau Proclamation of State of Emergency pursuant to Stat. §323.14(4)(b) *relating to City of Wausau Policy for Employees with Symptoms or Exposure of Novel COVID-19 Flu (Coronavirus).

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

Adjournment

04/14/2020

Motion by Nutting, second by Neal to adjourn the meeting. Motion carried unanimously. Meeting adjourned sine die at 8:30 pm.

Robert B. Mielke, Mayor
Leslie M. Kremer, City Clerk

**COMMITTEE APPOINTMENTS BY ALDERPERSON
2020-2020**

Pet Peckham - District 1 <u>Standing Committees:</u> Park & Rec Public Health & Safety <u>Non-Standing Committees:</u> Airport Bike & Ped Transit Committee	Michael Martens - District 2 <u>Standing Committees:</u> Human Resources Committee Finance Committee <u>Non-Standing Committees:</u> Administrative Review Board (Alternate) Legislative Comm
Tom Kilian - District 3 <u>Standing Committees:</u> Economic Development Park & Rec <u>Non-Standing Committees:</u> Sustainability, Energy & Environment	Tom Neal - District 4 <u>Standing Committees:</u> CISM Economic Development Park & Rec <u>Non-Standing Committees:</u> Building Advisory Board Community Development Authority Plan Commission Room Tax Commission
Jim Wadinski - District 5 <u>Standing Committees:</u> CISM Human Resources Public Health & Safety <u>Non-Standing Committees:</u> Airport Building Advisory Board City County Parks Commission Legislative	Becky McElhaney - District 6 <u>Standing Committees:</u> Economic Development Human Resources Public Health & Safety <u>Non-Standing Committees:</u> Administrative Review Board Transit
Lisa Rasmussen - District 7 <u>Standing Committees:</u> CISM Economic Development Finance Public Health & Safety <u>Non-Standing Committees:</u> Airport Room Tax Commission	Sarah Watson - District 8 <u>Standing Committees:</u> Economic Development Finance Park & Rec <u>Non-Standing Committees:</u> Bike & Ped Legislative Wausau Arts
Dawn Herbst - District 9 <u>Standing Committees:</u> Finance Human Resources Public Health & Safety <u>Non-Standing Committees:</u> Room Tax Commission Wausau Water Works	Lou Larson - District 10 <u>Standing Committees:</u> CISM Human Resources Park & Rec <u>Non-Standing Committees:</u> Airport
Deb Ryan - District 11 <u>Standing Committees:</u> CISM Finance <u>Non-Standing Committees:</u> Community Development Authority Historic Preservation Commission Transit	<u>Need to insert later:</u> Administrative Review Board Board of Electrical Examiners Incubator Board

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving the 2020 budget modification for the Great Lakes Cheese Facility Demolition

Committee Action: Approved 4-0

Fiscal Impact: \$264,500

File Number: 19-1109

Date Introduced: April 28, 2020

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: TID 3</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$264,500 (including \$115,500 from 1st contract)</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>		

WHEREAS, the City entered into a contract with D&R Recycling to demolish the Great Lakes Cheese Facility at 101 Devoe Street, and

WHEREAS, this contract was terminated due to the passing of the owner and sole proprietor of the business; and

WHEREAS, the unfinished demolition work was competitively bid in 2020 and the low bid was \$150,000; and

WHEREAS, staff recommends awarding the contract and requests the opportunity to carryover unspent funds of \$115,500 and supplementing the budget \$54,500 to complete the project which includes a \$20,000 contingency and;

WHEREAS, the Finance Committee has reviewed and recommends the following 2020 budget modification and related fund transfer to cover these deficits:

141-342898210	Land & Land Assembly costs	\$	170,000
141-342889120	Debt Proceeds	\$	54,500

NOW, THEREFORE, BE IT RESOLVED, that the proper city officials modify the budget as presented above and publish the budget modification in the official city newspaper.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, April 14, 2020 @ 5:15 pm., Council Chambers

Members Present *In person*: Nutting, Lawrence. *By WebEx*: Rasmussen and Martens.

Members Excused: Smith

Others Present: Groat, Jacobson, Goede, Van Krey, Lindman

Discussion and possible action regarding Great Lakes Cheese Demolition project Budget Modification

Groat stated this had been bid out once before and work had started, unfortunately the contract had to be terminated due to the passing of the owner and sole proprietor of the business. The balance of the unfinished demolition work was placed out for bid and received new bids, however, there was not sufficient funds left from the previous project to fund the new low bid. She indicated an additional \$54,500 is needed, which includes a \$20,000 contingency in the event of any asbestos or other unknowns are found as the demolition proceeds. This budget modification would allow us to enter into the contract with the low bidder and complete that project. Rasmussen noted if the contingency is not needed it will go back into the TID.

Motion by Nutting, second by Lawrence to approve the budget modification regarding the Great Lakes Cheese demolition. Motion carried 4-0.

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

Authorizing the execution of Airport Ground Lease – Kocourek Holdings, LLC and cancellation of the hangar construction approved on February 11, 2020.

Committee Action: Airport: Approved January meeting 6-0, March meeting 5-0

Finance: Approved 5-0

Fiscal Impact: Annual lease and tax revenues

File Number: 03-1006

Date Introduced: April 28, 2020

RESOLUTION

WHEREAS, your Airport Committee, at their March 11, 2020 meeting, cancelled the Kocourek hangar construction agreement approved in January and then approved construction of two (2) 80' x 80' hangars with a 30' x 30' office jutting out from one hangar and a 6' x 20' hallway connecting the hangars in the Wausau Downtown Airport hangar development area by Kocourek Holdings, LLC, a Wisconsin limited liability company; and

WHEREAS, your Finance Committee, at their March 24, 2020, meeting, approved entering into a ground lease with Kocourek Holdings, LLC, a copy of which lease is attached and incorporated herein by reference, and in general, provides for a twenty (20) year lease with the opportunity for renewal, a lease payment of 12¢ per square foot adjusted annually, and a payment to the City of real estate taxes as a building on leased land.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the original of the attached standard ground lease between the City of Wausau and Kocourek Holdings, LLC, allowing for construction of the aforementioned hangar.

Approved:

Katie Rosenberg, Mayor

AIRPORT COMMITTEE

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

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

Members Excused: Doug Diny

Others Present: John Chmiel, Nathan Miller, Karl Kemper

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

Chmiel stated they already approved a hangar for Kocourek, just not in the current location that is proposed. He reviewed there is another jet coming to the Wausau Airport. Originally when that jet was ordered, it was to replace a jet we already fly for that customer; however, the economy is good and a lot of people are flying, so he wants that jet to be in addition to the jet already located here. The problem is the corporate hangar space the city has cannot accommodate with the number of tenants that we have now. A new hangar needs to be built, but Wausau Flying Service and the owner of the aircraft doesn't want to be in the hangar business. He indicated Keith Kocourek was interested in having his own hangar and agreed to build it. It will be on southeast corner of the apron and the door will face west and will be the biggest privately owned hangar at the Wausau Airport. Chmiel noted the dimensions need to be adjusted include the corner dimension of 16' X 32'.

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

AIRPORT COMMITTEE

Date and Time: Wednesday, March 11, 2020 @ 6:00 pm., at the Wausau Downtown Airport

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

Members Excused: Smith, Doug Diny

Others Present: John Chmiel, Nathan Miller, Karl Kemper

Discussion and Possible Action Regarding Construction Request of (2) 70' X 70' Hangars in the East Hangar Development Area by Kocourek and Cancellation of the Hangar Construction Agreement Approved in January – Chmiel

Chmiel explained Mr. Kocourek fully intended to build a 100 x 100 hangar, which was already approved, but he subsequently received the quote for the steel building which came in very expensive. He indicated he could build two smaller hangars with more total square footage for what he would pay for the steel building. His plan after talking to the builder is now proposing to build two 80 x 80 hangars, but not in the original location that the 100 x 100 was approved for. They will be separated by 20 feet with a 6 foot hallway extending between the two hangars on the west side and on the south side there is a 30 x 30 area of office space.

Motion by Rasmussen, second by Seitz to withdraw/cancel the original approval of the 100 x 100 hangar by Kocourek and approve his request two 80 x 80 hangars as proposed on the map. Motion carried 5-0.

FINANCE COMMITTEE

Date and Time: Tuesday, March 24 2020 @ 5:30 pm., Council Chambers

Members Present *In person*: Nutting, Lawrence, and Smith. *By WebEx*: Rasmussen and Martens.

Others Present: Groat, Jacobson, Mielke, Klein, Hanson, Goede, Van Krey, Gisselman, K. Sorenson

Discussion and possible action regarding Airport Ground Lease with Kocourek Holdings, LLC and cancellation of the hangar construction approved on February 11, 2020

Rasmussen explained these items were previously considered by the Airport Committee and Mr. Kocourek has opted to change the plan with the hangar and the location. She stated to accomplish these changes we have to cancel the original approval and re-approve the new plan.

Motion by Nutting, second by Smith to approve the new plan and cancel the previous as presented. Motion carried 5-0.

AIRPORT GROUND LEASE

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

WITNESSETH:

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

WHEREAS, the City of Wausau Common Council approved an Airport Ground Lease ("Previous Lease") with the TENANT on February 11, 2020, for certain real property described in "Exhibit A"; and

WHEREAS, the TENANT never executed the Previous Lease, because TENANT discovered the cost to build the hangar at the location described in Exhibit A was cost prohibitive; and

WHEREAS, the TENANT will never execute the Previous Lease and will never build or use the location described in Exhibit A; and

WHEREAS, the TENANT and the City now wish to cancel the Previous Lease so that TENANT can lease a different parcel of land on Airport described in "Exhibit B," hereinafter referred to as "parcel," and TENANT wishes to construct an airplane hangar for the storage of aircraft and their appurtenances and for TENANT's use on that parcel.

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

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

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

Within sixty (60) days after the completion of the building, TENANT shall complete preparation of appropriate excavation and installation of base course in preparation for asphalt pavement extending from the building to the taxiway and two hundred feet (200') wide. TENANT shall pay for 100 percent of the preparation and base course, and CITY shall pay for the asphalt and the cost of laying the asphalt down. All site preparations for the road shall be done pursuant to CITY specifications and shall be approved by CITY prior to CITY paving the area.

2. Lease Fees. TENANT shall pay to CITY for the lease of the parcel twelve cents (12¢) per square foot, 13,820 square feet per year, which payment shall be paid to the City Treasurer on an annual basis no later than the 5th day of January in the year for which the payment is due. The lease payment for 2020 shall be prorated and shall reflect the months from the date of occupancy to the end of the year. (Taxes shall reflect the improvements as of the legal date of assessment value [currently January 1]). This lease amount shall be adjusted annually to reflect the change in the Consumer Price Index from September 30 the previous year.

3. Term of Agreement. The initial term of this Agreement shall be for a period of twenty (20) years commencing on the date above first written. This lease shall be automatically renewed, without notice from either party, on identical terms for a like successive term, unless either party shall, at least forty-five (45) days before the expiration of the lease, notify the other in writing of the termination of the lease.

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

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

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

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

8. Development. CITY reserves the right to further develop or improve the landing and public areas, including ramp space of the airport, as it sees fit regardless of the desires or views

of TENANT and without interference or hindrance; provided, however, that no such development or improvement shall for a period in excess of sixty (60) days limit or violate TENANT's rights under this lease agreement or otherwise violate any federal, state, or local law, ordinance, rule, or regulation.

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

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

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

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

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

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

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

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

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

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

19. Obligations of CITY.

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

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

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

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

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

TENANT further agrees to remove or cause to be removed, at TENANT's expense, any trash, garbage or debris generated by TENANT's use of the leased premises and agrees not to deposit any trash, garbage or debris on any part of Airport or the leased premises except temporarily in connection with collection or removal of the same.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

lockouts and other industrial disturbances shall be entirely within the discretion of such party and such party shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties in such matters when such course is, in the judgment of such party, unfavorable to such party.

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

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

31. Motor Vehicle Parking. TENANT may park motor vehicles inside the hangar or outside the hangar in an area that will not impede access to other hangars or block aircraft from safely using the taxi-lane to taxi. Long term parking of vehicles or trailers outside the hangar is not permitted.

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

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

If to TENANT: Kocourek Holdings, LLC
2727 N. 20th Avenue
Wausau WI 54401

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

34. Hangar Use.

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

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

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

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

C. Hangars shall not be used as a residence.

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

CITY:

CITY OF WAUSAU

BY _____
Robert B. Mielke, Mayor

BY _____
Leslie M. Kremer, City Clerk

TENANT:

BY _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this_____day of_____, 20____, the above-named Robert B. Mielke, Mayor, and Leslie M. Kremer, City Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission:_____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this_____day of_____, 20____, the above-named _____,
_____,
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission:_____

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

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

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

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

Committee Action: Airport: Approved 6-0

Finance: Approved 5-0

Fiscal Impact: Annual lease and tax revenues

File Number: 03-1006

Date Introduced: February 11, 2020

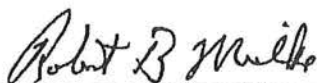
RESOLUTION

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the original of the attached standard ground lease between the City of Wausau and Kocourek Holdings, LLC, allowing for construction of the aforementioned hangar.

Approved:



Robert B. Mielke, Mayor

AIRPORT GROUND LEASE

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Obligations of CITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to TENANT: _____

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

34. Hangar Use.

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

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

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

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

ordinances.

C. Hangars shall not be used as a residence.

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

CITY:

CITY OF WAUSAU

BY _____
Robert B. Mielke, Mayor

BY _____
Mary Goede, Deputy Clerk

TENANT:

BY _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 20____, the above-named Robert B. Mielke, Mayor, and Mary Goede, Deputy Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 20____, the above-named _____
_____,
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

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

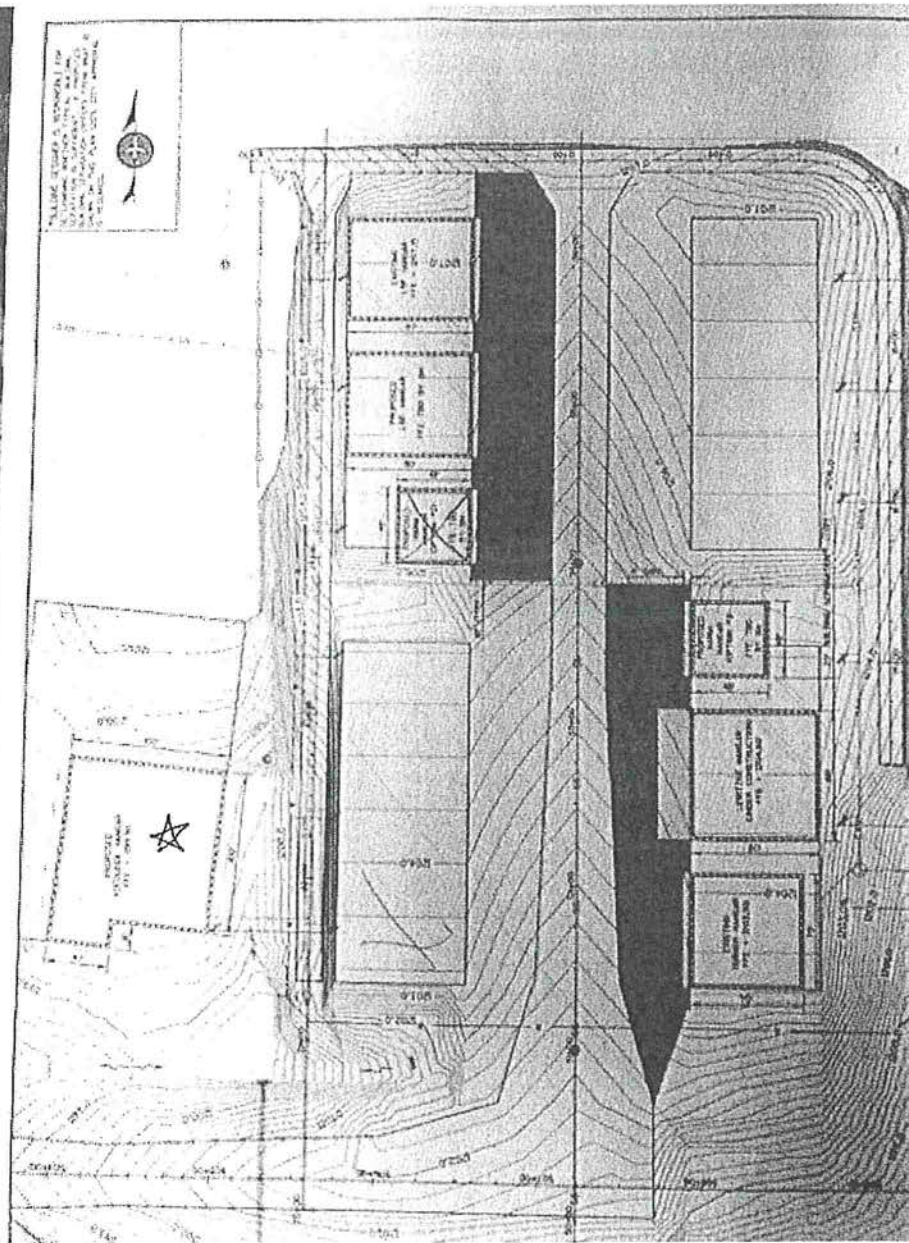


Exhibit A



FILE NAME: P:\2018\2018.039 - Bldg - Wausau - Hangar Area & Taxiway\CAD\Construction\1117_5_00_CAD_Proposed Hangars_200311.dwg
 PLOT TIME: 3/11/2020 1:13 PM
 LAYOUT: A

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

RESOLUTION OF THE COMMON COUNCIL

Approving Sanitary Sewer Easements at 400 East Thomas Street (Marathon County)

Committee Action: Pending

Fiscal Impact: None

File Number: 19-0912

Date Introduced: April 28, 2020

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Common Council, on September 24, 2019, approved a permanent sanitary sewer easement with Marathon County for the property at 400 East Thomas Street to replace the sewer main under the Wisconsin River at this location; and

WHEREAS, the easement had not been executed and recorded and since that time it was determined that both a temporary and permanent easement were necessary and the permanent easement previously approved, contains a slightly different legal description.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that it hereby approves the execution of the two sanitary sewer easements substantially in the form of those which are attached hereto and incorporated herein by reference, and the proper City officials are hereby authorized and directed to execute said easements.

Approved:

Katie Rosenberg, Mayor

EASEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2020, by and between, MARATHON COUNTY, a municipal corporation, 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 temporary 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 sanitary sewer which may be constructed through and under the lands hereinafter described.

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

Part of Certified Survey Map No. 1554 recorded in Office of Register of Deeds for Marathon County in Volume 6 of Certified Survey Maps on Page 238, being part of Government Lot 2, Section 36, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southwest corner of said Section 36; thence N 0° 47' 32" W, along the West line of the Southwest ¼ of said Section 26, 2632.45 feet to the West ¼ corner of said Section 36; thence S 62°36'00" E, 1411.44 feet to the Northerly line of said Certified Survey Map No. 1554, the point of beginning;

Thence S 26°49'00" E, 88.00 feet; thence S 16°46'00" W, 112.10 feet to the South line of said Certified Survey Map No. 1554; thence S 88°16'36" W, along said South line, 256.00 feet; thence N 18°33'00" E, 81.90 feet to said Northerly line of Certified Survey Map No. 1554; thence N 62°28'36" E, along said Northerly line, 250.86 feet to the point of beginning.

This temporary easement shall expire on the later to occur of (1) completion of the construction of the sanitary sewer or (2) December 31, 2020.

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

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

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

Recording Area

Name and Return Address

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

PIN: 291-2907-363-0966

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

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

CITY OF WAUSAU BY:

MARATHON COUNTY BY:

Katie Rosenberg, Mayor

Leslie M. Kremer, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

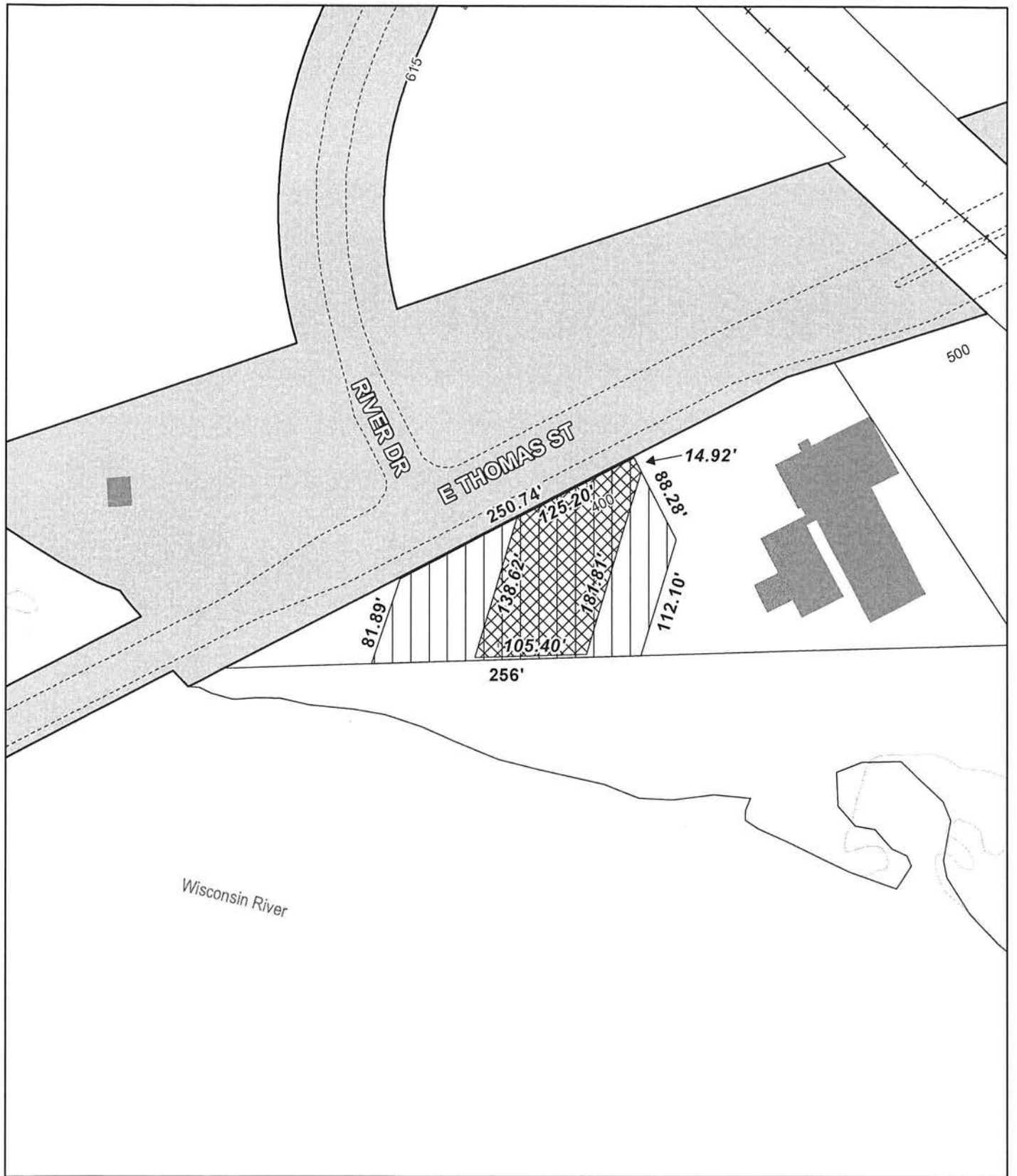
Personally came before me this____day of_____, 2020, the above named Katie Rosenberg, Mayor, and Leslie M. Kremer, Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires:_____

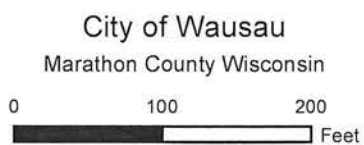
STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this____day of_____, 2020, the above named, _____
_____to me known to be the person(s) who executed the
foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires:_____



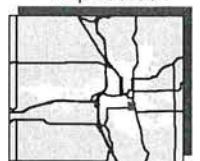
Map Date: April 16, 2020



Legend

- Parcels
- Building Footprints
- Road Edge
- Right - of - Way
- Railroad
- Proposed Easement
- Temporary Construction Easement

Map Location



EASEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2020, by and between, MARATHON COUNTY, a municipal corporation, 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 sanitary sewer 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 Certified Survey Map No. 1554 recorded in Office of Register of Deeds for Marathon County in Volume 6 of Certified Survey Maps on Page 238, being part of Government Lot 2, Section 36, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southwest corner of said Section 36; thence N 0° 47' 32" W, along the West line of the Southwest ¼ of said Section 36, 2632.45 feet to the West ¼ corner of said Section 36; thence S 62°36'00" E, 1411.44 feet to the Northerly line of said Certified Survey Map No. 1554, the point of beginning;

Thence S 26°49'00" E, 14.92 feet; thence S 16°46'00" W, 181.81 feet to the South line of said Certified Survey Map No. 1554; thence S 88°16'36" W, along said South line, 105.40 feet; thence N 16°42'00" E, 138.62 feet to said Northerly line of Certified Survey Map No. 1554; thence N 62°28'36" E, along said Northerly line, 125.20 feet to 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 which may arise from the existence, use, and/or maintenance of said permanent easement. Grantee further agrees that it will attempt to return the disturbed lands subject to this easement to a similar condition which existed prior to the construction.

No buildings or structures except surface improvements such as, but not limited to, asphalt pavement, sidewalk, curb and gutter, etc. shall be constructed upon or across the 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 of Wausau Engineering Department
407 Grant Street
Wausau, WI 54403

PIN: 291-2907-363-0966

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

CITY OF WAUSAU BY:

MARATHON COUNTY BY:

Katie Rosenberg, Mayor

Leslie M. Kremer, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this____day of_____, 2020, the above named Katie Rosenberg, Mayor, and Leslie M. Kremer, Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

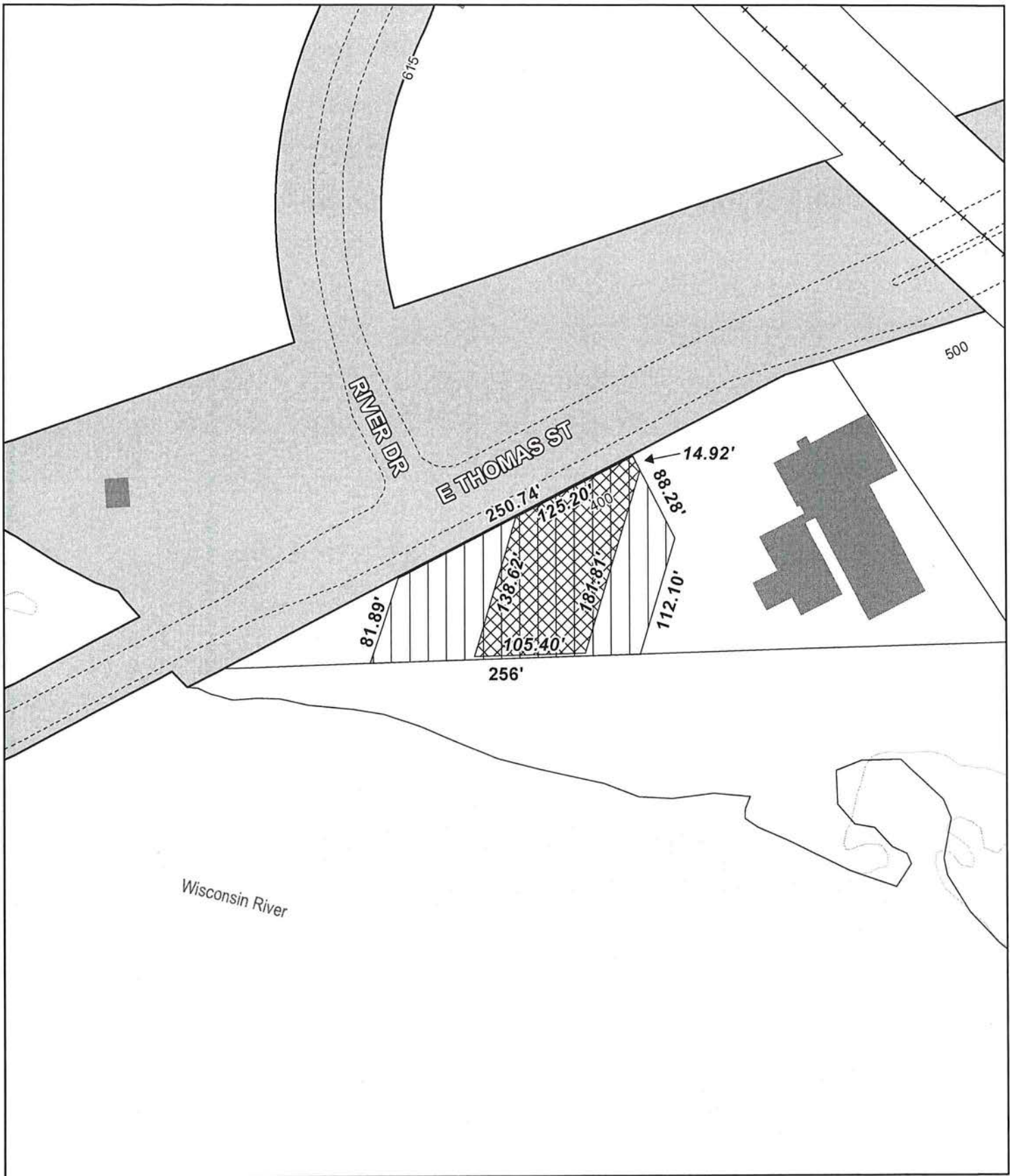
Notary Public, Wisconsin
My commission expires:_____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

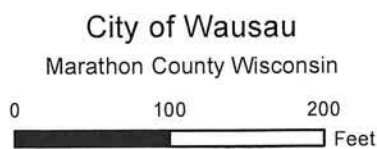
Personally came before me this____day of_____, 2020, the above named, _____
_____to me known to be the person(s) who executed the
foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires:_____

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



Map Date: April 16, 2020



Legend

- Parcels
- Building Footprints
- Road Edge
- Right-of-Way
- Railroad
- Proposed Easement
- Temporary Construction Easement

Map Location

