



*** All present are expected to conduct themselves in accordance with our City's Core Values ***

OFFICIAL NOTICE AND AGENDA - AMENDED

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

Meeting of the: COMMON COUNCIL OF THE CITY OF WAUSAU
Date/Time: May 27, 2025 at 6:30 P.M.
Location: City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members: Carol Lukens, Michael Martens, Terry Kilian, Tom Neal, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Vicki Tierney, Lou Larson, Chad Henke

Call to Order			
Pledge of Allegiance / Roll Call / Proclamations			
Public Comment:	Pre-registered citizens for matters appearing on the agenda and other public comment.		
	Communications and Recommendations from the Mayor - Homeless Task Force Update and WMC Shelter		
File #	CMT	Consent Agenda	ACT
25-0501	COUN	Approve Minutes of a previous meeting(s) (05/13/2025).	Place on file
25-0523	I&F	Initial Resolution Setting a Public Hearing Regarding Vacating and Discontinuing Pine Ridge Boulevard from N. 28th Avenue to Westhill Drive.	Approved 4-0
25-0510	FIN	Resolution Approving Interlocal Agreement between the City of Wausau and Marathon County for the 2024 Byrne Justice Assistance Grant Program Award.	Approved 4-0
25-0511	FIN	Resolution Approving 3-year Contract with Allied Cooperative, Inc. for Purchasing Fuel.	Approved 4-0
25-0513	I&F	Resolution Approving First Revision to State/Municipal Agreement for Stewart Avenue from South 72nd Avenue to South 48th Avenue.	Approved 4-0
25-0514	I&F	Resolution Approving State/Municipal Agreement for Signal Rehab on BUS 51/Grand Avenue at Thomas Street.	Approved 5-0
25-0515	I&F	Resolution Approving State/Municipal Agreement for Signal Rehab on WIS 52/6th Street at Bridge Street.	Approved 5-0
25-0516	I&F	Resolution Approving State/Municipal Agreement for Signal Rehab on WIS 52/5th Street at Bridge Street.	Approved 5-0
25-0517	I&F	Resolution Approving State/Municipal Agreement for Signal Rehab on BUS 51/1st Avenue at Bridge Street.	Approved 5-0
25-0518	I&F	Resolution Approve Plat and Relocation Order for establishing a multiuse trail extending from 72nd Avenue to 84th Avenue (Business Campus Trail E-W Connector, Project ID 6999-18-11).	Approved 5-0
25-0519	HR	Resolution Approving Amendment to Fleet Safety Policy.	Approved 4-0
25-0521	I&F	Resolution Approving Amendment to Temporary Lease Agreement with Woodson YMCA Foundation Inc. (Yawkey Park).	Approved 4-0
25-0522	I&F	Ordinance Amending Section 10.20.080(a) Designating No Parking on the North Side of Sherman Street Beginning at the Intersection with S. 9th Avenue and Extending East to the Alley.	Approved 5-0
File #	CMT	Resolutions and Ordinances	ACT
25-0507	ED	Vetoed Resolution Authorizing the Sale of City-Owned Property at 208-214 Wyatt Street to 208 Wyatt Street, LLC.	Approved 8-2 Vetoed 5/16/25
24-1109I	FIN	Resolution Adopting 2025 Budget Modifications for Carryover of Capital Project Funds from 2024 to 2025.	Approved 4-0
25-0512	FIN	Resolution Authorizing the Issuance and Sale of up to \$2,172,756 Taxable General Obligation Promissory Notes, Series 2025, and Providing for Other Details and Covenants with Respect Thereto.	Approved 4-0
25-0520	HR	Resolution Approving an Adjusted Summer Hours Pilot for July 7, 2025 – August 29, 2025.	Approved 3-1
19-0921	I&F	Resolution Approving Parking Stall Lease Agreement with Foundry on 3rd Ph 1, LLC – former Sears Ramp.	Approved 3-1
Suspend Rule 6(B) Filing and/or 12(A) Referral of Resolutions (2/3 vote required)			
25-0427	COUN	Resolution Approving First Amended and Restated Declaration of Easement by City of Wausau at 700 Grand Avenue.	Pending
24-0915	FIN	Resolution Proceeding with Airport Terminal Renovations Construction Change Orders as Temporarily City Only Funded Project Administered by Wisconsin Bureau of Aeronautics (BOA) with Approximately 95% of Project Costs to Be Ultimately Reimbursed with FAA Funding, Contingent on Assurance from BOA that FAA Reimbursement Will Occur: Cost of \$75,000.	Pending
CLOSED SESSION pursuant to 19.85(1)(g) of the Wisconsin State Statutes for conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved regarding Marathon County Case No. 24CV40 Green Acres at Greenwood Hills, LLC vs. City of Wausau.			
RECONVENE into Open Session, if necessary, to take action on Closed Session Item.			
Public Comment & Suggestions			
Adjournment			

Signed by Mayor Doug Diny

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

**This Notice was posted at City Hall and sent to the Wausau Daily Herald newsroom on 05/21/2025 @ 4:30 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) 261-6622 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL

held on Tuesday, May 13, 2025, in Council Chambers, beginning at 6:30 p.m.,
Mayor Doug Diny presiding.

Roll Call

05/13/2025

Roll Call indicated 10 members present.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	EXCUSED
3	Kilian, Terry	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	YES
10	Larson, Lou	YES
11	Henke, Chad	YES

Proclamations

05/13/2025

The Mayor of the City of Wausau Proclaims:
Jewish American Heritage Month (May 2025)

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

05/13/2025

1. Richard Westberg, 1021 S. 12th Avenue – Spoke in favor of 25-0503

Consent Agenda

05/13/2025

Without objection, item 25-0503 was pulled from the consent agenda by the request of the Mayor.

Motion by Watson, seconded by Lukens, to adopt all items on the Consent Agenda as follows:

25-0401 from the Common Council Approve Minutes of a previous meeting(s) (04/29/2025).

20-0705 Ordinance from the Plan Commission Rezoning 2811 W Wausau Ave from DR-8 Zoning District to TF-10 Zoning District.

25-0504 Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.080(a) Designating No Parking on the South Side of Hamilton Street between 10th Street and 12th Street.

25-0505 Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.080(a) Designating No Parking on the East Side of North 12th Street between Hamilton Street and Steuben Street.

25-0506 Resolution from the Economic Development Committee Approving Qualified Contractors for Modular and Manufactured Infill Housing.

25-0508 Resolution from the Economic Development Committee Approving of MCDEVCO and The City of Wausau Micro Loan Program Guidelines.

25-0509 Resolution from the Economic Development Committee Approving Letter of Support for Domtar Dam Rehabilitation Project.

94-0907 Joint Resolution from the Finance Committee and Plan Commission Approving the Project Plan Amendment #6 Tax Incremental Financing District Number 3, City of Wausau (TID # 3).

94-0404 Joint Resolution from the Finance Committee and Plan Commission Approving an Amendment to the Project Plan of Tax Incremental District No. Seven, City of Wausau, Wisconsin to share Increment with Tax Increment District Number Twelve for 2026.

25-0108 Resolution from the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated.

Yes Votes: 10

No Votes: 0

Abstain: 0

Not Voting: 1

Result: PASSED

25-0503

05/13/2025

Motion by Lukens, seconded by Watson, to adopt the Ordinance from the Plan Commission Rezoning 1040 S 12th Ave from TF-10 Zoning District to PUD Zoning District and Approve the General Development Plan (GDP) for Two (2) Duplexes.

Larson stated the concerns expressed at the Plan Commission meeting on traffic and stated opposition due to the neighborhood concerns.

Rasmussen questioned if development could alleviate the concerns of traffic. It was stated the traffic concerns due to the driveway and parking issues would be redesigned in a manner that addresses those concerns.

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

Yes Votes: 9

No Votes: 1

Abstain: 0

Not Voting: 1

Result: PASSED

25-0502

05/13/2025

Motion by Watson, seconded by Lukens, to confirm the Mayor's Appointment to the Capital Improvement Program Committee.

Yes Votes: 10

No Votes: 0

Abstain: 0

Not Voting: 1

Result: PASSED

12-0316

05/13/2025

Motion by Watson, seconded by Lukens, to adopt the Joint Resolution from the Finance Committee and the Plan Commission Approving the Project Plan Amendment Tax Incremental Financing District Number 8 Amendment #4, City of Wausau (TID # 8).

Larson stated opposition due to letting the private owner do what they want with the property and concerns with the taxpayers paying for the environmental remediation and development that could ultimately benefit a private developer solely.

Gisselman stated the purpose for this amendment should be more clearly identified as opposed to just for redevelopment. Gisselman stated opposition.

Rasmussen stated that this was just approval to begin the process of redevelopment when the matter of the redevelopment itself would be handled in negotiations at a later time. It was further stated the property has historically been utilized for industrial purposes which no longer fit with the current neighborhood and that purchasing the property in the future would allow the city to utilize resources the private sector does not have to remediate environmental concerns. Rasmussen stated support to provide the city with options.

Tierney stated concerns with pricing and environmental concerns that were not addressed. Tierney stated opposition until that information is known.

Gisselman stated the city owns enough land that has yet to be redeveloped before potentially purchasing more land.

Kilian stated opposition due to environmental concerns and echoed the concerns of Gisselman that the city already owns enough land that must be redeveloped first.

The Chair stated the city made a strategic goal to redevelop land along the riverfront and that this amendment is high level planning at this point and does not authorize the sale or purchasing of any land.

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

Yes Votes: 6

No Votes: 5

Abstain: 0

Not Voting: 1

Result: PASSED

The Chair voted
YES to break the tie.

25-0507

05/13/2025

Motion by Henke, seconded by Lukens, to adopt the Resolution from the Economic Development Committee Authorizing the Sale of City-Owned Property at 208-214 Wyatt Street to 208 Wyatt Street, LLC.

Rasmussen stated the city has owned this property for 15 years with a significant amount of staff resources being dedicated to redevelopment that had not yet come to fruition while the property failed to generate taxable income for the city. Rasmussen stated support to turn this land over to the private sector for much needed housing in the city.

Lukens stated support for the redevelopment to help low-income individuals find housing.

Kilian stated a lack of transparency to the public as to the knowledge that the property was for sale and stated opposition citing those concerns.

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

Yes Votes: 8

No Votes: 2

Abstain: 0

Not Voting: 1

Result: PASSED

Suspend the Rules

05/13/2025

Motion by Watson, seconded by Lukens, to Suspend Rule 6(B) Filing and/or 12(A) Referral of Resolutions.

Yes Votes: 10

No Votes: 0

Abstain: 0

Not Voting: 1

Result: PASSED

24-1215

05/13/2025

Motion by Henke, seconded by Watson, to adopt the Resolution from the Infrastructure & Facilities Committee Approving Revision to Developer's Agreement with Green Tree Construction, Inc. for Green Tree Meadows Subdivision.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	EXCUSED
3	Kilian, Terry	YES
4	Neal, Tom	YES

5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	NO
10	Larson, Lou	YES
11	Henke, Chad	YES

Yes Votes: 9

No Votes: 1

Abstain: 0

Not Voting: 1

Result: PASSED

21-0522

05/13/2025

Motion by Watson, seconded by Henke, to adopt the Resolution from the Common Council Approving Citizen Reappointment to the City-County Information Technology Commission Board.

Yes Votes: 10

No Votes: 0

Abstain: 0

Not Voting: 1

Result: PASSED

Adjourn

05/13/2025

Motion by Lukens, second by Henke, to adjourn the meeting. Motion carried. Meeting adjourned at 7:19 p.m.

Doug Diny, Mayor
Kaitlyn Bernarde, City Clerk

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

**INITIAL RESOLUTION OF THE
INFRASTRUCTURE & FACILITIES COMMITTEE**

Setting a Public Hearing Regarding Vacating and Discontinuing Pine Ridge Boulevard from N. 28th Avenue to Westhill Drive.

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 25-0523

Date Introduced: May 27, 2025

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, it appears advisable that the following described portion of street located in the City of Wausau be vacated and discontinued:

See attached Exhibit 1

WHEREAS, the above legally described right-of-way is further depicted on Exhibit 2 attached hereto; and

WHEREAS, the Infrastructure and Facilities Committee at its April 10, 2025, meeting recommended that a hearing be held.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that a hearing on the passage of the foregoing resolution shall be held before the Capital Improvements and Street Maintenance Committee of the City of Wausau in the Council Chambers of City Hall, 407 Grant Street, Wausau, Marathon County, Wisconsin, on the 10th day of July, 2025, at 5:15 p.m., on said day, and the proper City officials are hereby authorized and directed to give notice of said hearing by personal service and publication of said hearing as provided by law.

Approved:

Doug Diny, Mayor

Vacation Description

A right-of-way vacation being part of the Southwest 1/4 of the Northwest 1/4 and part of the Northwest 1/4 of the Southwest 1/4 of Section 27, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, more particularly described as follows:

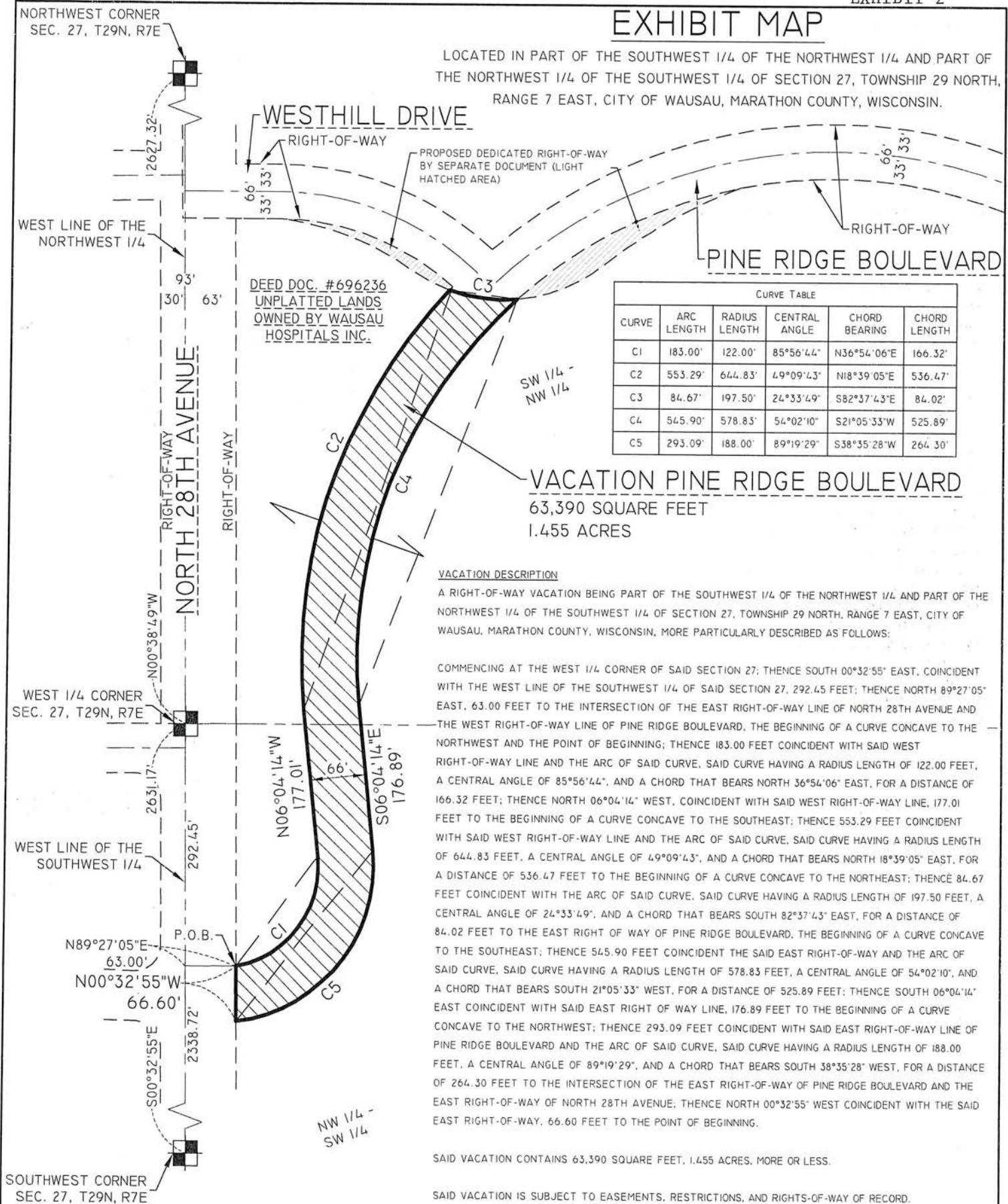
Commencing at the West 1/4 corner of said Section 27; thence South 00°32'55" East, coincident with the west line of the Southwest 1/4 of said Section 27, 292.45 feet; thence North 89°27'05" East, 63.00 feet to the intersection of the east right-of-way line of North 28th Avenue and the west right-of-way line of Pine Ridge Boulevard, the beginning of a curve concave to the northwest and the point of beginning; thence 183.00 feet coincident with said west right-of-way line and the arc of said curve, said curve having a radius length of 122.00 feet, a central angle of 85°56'44", and a chord that bears North 36°54'06" East, for a distance of 166.32 feet; thence North 06°04'14" West, coincident with said west right-of-way line, 177.01 feet to the beginning of a curve concave to the southeast; thence 553.29 feet coincident with said west right-of-way line and the arc of said curve, said curve having a radius length of 644.83 feet, a central angle of 49°09'43", and a chord that bears North 18°39'05" East, for a distance of 536.47 feet to the beginning of a curve concave to the northeast; thence 84.67 feet coincident with the arc of said curve, said curve having a radius length of 197.50 feet, a central angle of 24°33'49", and a chord that bears South 82°37'43" East, for a distance of 84.02 feet to the east right of way of Pine Ridge Boulevard, the beginning of a curve concave to the southeast; thence 545.90 feet coincident the said east right-of-way and the arc of said curve, said curve having a radius length of 578.83 feet, a central angle of 54°02'10", and a chord that bears South 21°05'33" West, for a distance of 525.89 feet; thence South 06°04'14" East coincident with said east right of way line, 176.89 feet to the beginning of a curve concave to the northwest; thence 293.09 feet coincident with said east right-of-way line of Pine Ridge Boulevard and the arc of said curve, said curve having a radius length of 188.00 feet, a central angle of 89°19'29", and a chord that bears South 38°35'28" West, for a distance of 264.30 feet to the intersection of the east right-of-way of Pine Ridge Boulevard and the east right-of-way of North 28th Avenue; thence North 00°32'55" West coincident with the said east right-of-way, 66.60 feet to the point of beginning.

Said vacation contains 63,390 square feet, 1.455 acres, more or less.

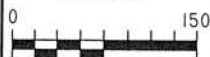
Said vacation is subject to easements, restrictions, and rights-of-way of record.

EXHIBIT MAP

LOCATED IN PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.



CURVE	ARC LENGTH	RADIUS LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
C1	183.00'	122.00'	85°56'44"	N36°54'06"E	166.32'
C2	553.29'	644.83'	49°09'43"	N18°39'05"E	536.47'
C3	84.67'	197.50'	24°33'49"	S82°37'43"E	84.02'
C4	545.90'	578.83'	54°02'10"	S21°05'33"W	525.89'
C5	293.09'	188.00'	89°19'29"	S38°35'28"W	264.30'



Date of Meeting: April 10, 2025, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Michael Martens, Tom Neal, Sarah Watson (Chad Henke was excused)

Also Present: Mayor Diny, Eric Lindman, Allen Wesolowski, TJ Niksich, Dustin Kraege, Andrew Lynch, Jeremy Kopp, Randy Fifrick, Lori Wunsch

Discussion and possible action on initial resolution to set a public hearing to vacate Pine Ridge Boulevard from North 28th Avenue to Westhill Drive

Wesolowski stated a letter was received from Aspirus regarding a proposed expansion for which they would request the proposed vacation. This is for the initial resolution to hold the public hearing.

Tom Radenz, REI, 4080 North 28th Ave, appeared with Paul David, Barbara Burnette, and Rene Gorski of Aspirus. They are interested in expanding the parking field for the hospital parking lot for a future building addition. They are requesting a portion of Pine Ridge Boulevard get vacated to accommodate the project. They can do a full presentation during the public hearing to show the plans and bigger picture.

Watson moved to set the public hearing. Neal seconded and the motion passed 4-0.

Agenda Item No.

4

STAFF REPORT TO INFRASTRUCTURE AND FACILITIES

COMMITTEE – April 10, 2025

AGENDA ITEM
Discussion and possible action on initial resolution to set a public hearing to vacate Pine Ridge Boulevard from North 28 th Avenue to Westhill Drive
BACKGROUND
Aspirus has reached out to Engineering Staff regarding vacating a portion of Pine Ridge Boulevard from N. 28 th Avenue to Westwood Drive. Aspirus is circulating a petition for the vacation of the right-of-way. A preliminary map of the proposed vacation of right of way is attached. The purpose of the hearing would be to receive public testimony.
FISCAL IMPACT
None, this action just sets the public hearing.
STAFF RECOMMENDATION
Recommend approving moving ahead to set up the public hearing in order to receive public comment on the proposed vacation.
Staff contact: Allen Wesolowski 715-261-6762

March 18, 2025

Eric Lindman
Director of Public Works & Utilities
City of Wausau Building
407 Grant Street
Wausau, WI 54403-4783

Dear Eric,

I hope this letter finds you well.

I am writing to formally request that Pine Ridge Boulevard on the west side of the Aspirus Wausau Hospital be vacated to allow for Aspirus to expand our parking lot. This expansion is a critical part of our plans to accommodate a significant bed expansion project that will add 72 much-needed patient beds to our facility. The expansion will support the growing healthcare needs of our community, especially as we continue to see increased demand for care based on recent trends.

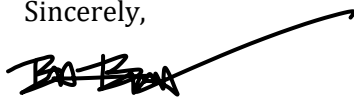
As you may be aware, Aspirus Wausau Hospital is currently operating at full capacity, and we are experiencing a daily challenge in accommodating patients. Many patients are boarding in our Emergency Department for several hours while awaiting room availability, while other patients are being transferred to other hospitals within our system, often far from their homes. We believe it is crucial to keep care local to provide the best patient and family experience, and the proposed expansion will help us achieve this goal.

The bed expansion project will allow for the growth of our Cardiac Telemetry Unit and Intensive Care Units, while also enabling us to repurpose the current Cardiac Telemetry Unit for additional medical-surgical patient rooms. This will greatly enhance our ability to provide the care our community needs and deserves.

We greatly appreciate the City of Wausau's involvement in this important project, and we are eager to understand the necessary steps to vacate Pine Ridge Boulevard so we can begin construction in the coming summer months.

Thank you for your time and consideration of this request. I look forward to working with you and your team on the next steps.

Sincerely,



Barbara Burnette
Director, System Facility Planning and Construction Management
Aspirus Health

Vacation Description

A right-of-way vacation being part of the Southwest 1/4 of the Northwest 1/4 and part of the Northwest 1/4 of the Southwest 1/4 of Section 27, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, more particularly described as follows:

Commencing at the West 1/4 corner of said Section 27; thence South 00°32'55" East, coincident with the west line of the Southwest 1/4 of said Section 27, 292.45 feet; thence North 89°27'05" East, 63.00 feet to the intersection of the east right-of-way line of North 28th Avenue and the west right-of-way line of Pine Ridge Boulevard, the beginning of a curve concave to the northwest and the point of beginning; thence 183.00 feet coincident with said west right-of-way line and the arc of said curve, said curve having a radius length of 122.00 feet, a central angle of 85°56'44", and a chord that bears North 36°54'06" East, for a distance of 166.32 feet; thence North 06°04'14" West, coincident with said west right-of-way line, 177.01 feet to the beginning of a curve concave to the southeast; thence 553.29 feet coincident with said west right-of-way line and the arc of said curve, said curve having a radius length of 644.83 feet, a central angle of 49°09'43", and a chord that bears North 18°39'05" East, for a distance of 536.47 feet to the beginning of a curve concave to the northeast; thence 84.67 feet coincident with the arc of said curve, said curve having a radius length of 197.50 feet, a central angle of 24°33'49", and a chord that bears South 82°37'43" East, for a distance of 84.02 feet to the east right of way of Pine Ridge Boulevard, the beginning of a curve concave to the southeast; thence 545.90 feet coincident the said east right-of-way and the arc of said curve, said curve having a radius length of 578.83 feet, a central angle of 54°02'10", and a chord that bears South 21°05'33" West, for a distance of 525.89 feet; thence South 06°04'14" East coincident with said east right of way line, 176.89 feet to the beginning of a curve concave to the northwest; thence 293.09 feet coincident with said east right-of-way line of Pine Ridge Boulevard and the arc of said curve, said curve having a radius length of 188.00 feet, a central angle of 89°19'29", and a chord that bears South 38°35'28" West, for a distance of 264.30 feet to the intersection of the east right-of-way of Pine Ridge Boulevard and the east right-of-way of North 28th Avenue; thence North 00°32'55" West coincident with the said east right-of-way, 66.60 feet to the point of beginning.

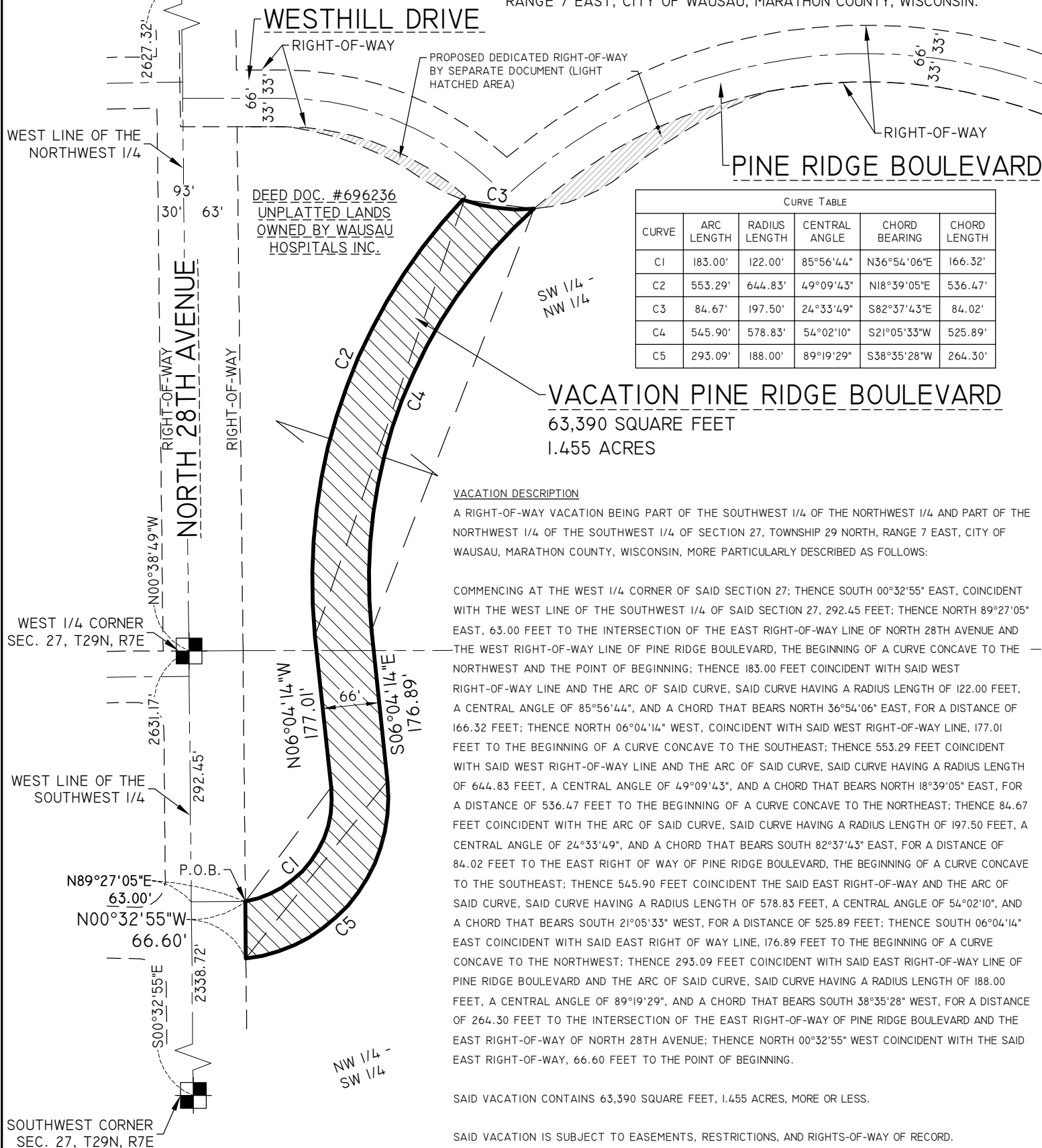
Said vacation contains 63,390 square feet, 1.455 acres, more or less.

Said vacation is subject to easements, restrictions, and rights-of-way of record.

NORTHWEST CORNER
SEC. 27, T29N, R7E

EXHIBIT MAP

LOCATED IN PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND PART OF
THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 29 NORTH,
RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.



REI **REI Engineering, INC.**
4080 N. 20TH AVENUE
WAUSAU, WISCONSIN 54401
PHONE: 715.675.9784
EMAIL: MAIL@REIENGINEERING.COM

SCALE



DATE: 10-9-2024

DRAWN BY: JWP

SURVEY DATE: NA

RIGHT-OF-WAY VACATION
ASPIRUS
333 PINE RIDGE BLVD.
WAUSAU, WISCONSIN 54401

REI No. 4511K

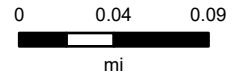
SHEET 1 OF 1



ArcGIS Web Map

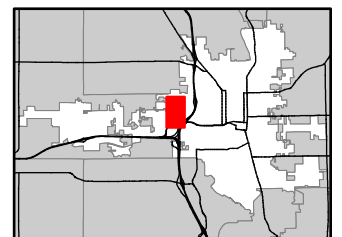
City of Wausau / DPW

Date Printed: 4/1/2025



Mile Marker

- Highway Exit
- Right Of Way
- Parcel



NOTES:

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

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Interlocal Agreement between the City of Wausau and Marathon County for the 2024 Byrne Justice Assistance Grant Program Award.

Committee Action: Approved 4-0

Fiscal Impact: Grant award of \$15,271.00

File Number: 25-0510

Date Introduced: May 27th, 2025

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☒ No ☐	<i>Amount: \$15,271.00</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 Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and eligible units of local government; and

WHEREAS, applications were due in response to a FY 2024 Local Solicitation from the Bureau of Justice Assistance (U.S. Department of Justice), in 2025; and

WHEREAS, the Wausau Police Department and Marathon County Sheriff's Department submitted a grant application to the JAG Program for the purchase of qualifying equipment for "criminal justice," – activities pertaining to the enforcement of the criminal law, including, but not limited to, police efforts to apprehend criminals – i.e., digital forensic computer software utilized in the processing and unlocking of cell phones; and

WHEREAS, an Interlocal Agreement between the City of Wausau and County of Marathon, made pursuant to the authority granted under s. 66.0301, Wis. Stats., in the amount of \$15,271.00, has been received; and

WHEREAS, your Finance Committee on May 13th, 2025, received public comment and recommended acceptance of the grant; and

WHEREAS, each governing body finds that the performance of the agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized to execute an Interlocal Agreement between the City of Wausau and

County of Marathon for the FY 2023 Byrne Justice Assistance Grant (JAG) Program Award in the amount of \$15,271.00

Approved:

Doug Diny, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, May 13, 2025, at 5:15 p.m., Council Chambers

Members Present: Gary Gisselman (VC), Becky McElhaney, Chad Henke, Vicki Tierney

Members Excused: Michael Martens (C)

Others Present: Maryanne Groat, Eric Lindman, Solomon King

Noting the presence of a quorum Vice Chairperson Gisselman called the meeting to order at 5:15 p.m.

Discussion and possible action accepting the 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award.

Motion by McElhaney, seconded by Henke, to approve. Motion carried 4-0.

DRAFT

GRANT AWARD NUMBER: 15PBJA-24-GG-04681-JAGX

THE STATE OF WISCONSIN

KNOW ALL BY THESE PRESENT

COUNTY OF MARATHON

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF WAUSAU, WISCONSIN AND COUNTY OF MARATHON, WISCONSIN

2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award

This agreement is made and entered into this 5th day of May, 2025 by and between the COUNTY of Marathon, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of Wausau, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Marathon County, State of Wisconsin, witnesseth:

WHEREAS, this agreement is made under the authority of Section Wis. Statutes §66.0301 Government Code: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of the agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

Marathon County will serve as the fiscal agent for the dispersion of the \$15,271 of JAG funds and will not request Administrative Funds from the JAG grant for this fiscal responsibility.

Section 2.

Marathon County and the City of Wausau will share the JAG funds in which these funds will be used to jointly purchase "GrayKey" software. Wausau Police Department and the Marathon County Sheriff's Office agree each government entity is responsible for costs which exceed their eligible amount. The City and County agree to use this grant amount until the end of the grant, September 30, 2025.

GRANT AWARD NUMBER: 15PBJA-24-GG-04681-JAGX

Section 3.

Nothing in the performance of this agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Wisconsin Tort Claims Act.

Section 4.

Nothing in performance of this agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Wisconsin Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

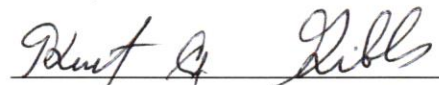
The parties to this agreement do not intend for any third party to obtain a right by virtue of this agreement.

Section 7.

By entering into this agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein; further, this agreement shall not create any rights in any party not a signatory hereto.

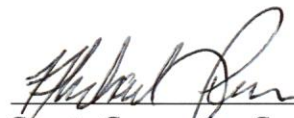
CITY OF WAUSAU, WISCONSIN/COUNTY OF MARATHON, WISCONSIN

Mayor Doug Diny


County Board Chairman Kurt Gibbs

ATTEST: APPROVED AS TO FORM:

City Clerk Kaitlyn Bernarde


County Corporation Counsel Michael Puerner

APPROVED AS TO FORM: _____

Contract Authorization

City Attorney Anne Jacobson

*By law, the Marathon County Corporation Counsel may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving 3-year Contract with Allied Cooperative, Inc. for Purchasing Fuel.

Committee Action: Approved 4-0

Fiscal Impact: Approximately \$455,000 annually

File Number: 25-0511

Date Introduced: May 27, 2025

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City is interested in entering into a contract with Allied Cooperative, Inc. (“Allied”) to supply fuel for the City’s fueling operations; and

WHEREAS, the contract would allow for a keep-full tank monitor which would prevent the tank from running low, and allow for more efficient ordering and delivery of fuel to be most cost advantageous to City; and

WHEREAS, your Finance Committee, at their May 13, 2025 meeting, discussed and recommended entering into a contract for the purchase of fuel for the City’s fueling operations.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve entering into a 3-year contract with Allied Cooperative, Inc. to supply fuel for the City’s fueling operation and authorizes the proper city officials to execute the attached contract.

Approved:

Doug Diny, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, May 13, 2025, at 5:15 p.m., Council Chambers

Members Present: Gary Gisselman (VC), Becky McElhaney, Chad Henke, Vicki Tierney

Members Excused: Michael Martens (C)

Others Present: Maryanne Groat, Eric Lindman, Solomon King

Noting the presence of a quorum Vice Chairperson Gisselman called the meeting to order at 5:15 p.m.

Discussion and possible action approving 3-year contract with Allied Cooperative, Inc. for purchasing fuel.

Motion by McElhaney, seconded by Tierney, to approve. Motion carried 4-0.

DRAFT



MEMORANDUM

DATE: May 9, 2025
TO: Finance Committee
FROM: Solomon King
RE: Fuel Contract

DPW would like to join a program offered by Allied Cooperative, Inc to supply fuel for the City's fueling operations. Marathon County went to bid and awarded this same contract.

The benefits of this program are as follows:

- Keep-full tank monitors prevent fuel from running low when trying to avoid partial load fees. (A partial load is anything less than 7,500 gallons.) This is accomplished by the vendor using one load to "keep-full" multiple locations. E.g., We only need 5,000 gallons of no-lead. Allied monitors many other tank levels and will forecast where to drop the remaining 2,500 gallons to prevent partial load fees.
- Fuel with this program will come pre-injected with treatment from the rack terminal. This treatment varies dependent on the weather season. This includes pre-blending different grades of fuel to prevent fuel related equipment breakdowns in the winter. Currently, staff must purchase treatment in bulk, hand measure, and dump treatment into underground tanks when the fuel load arrives.
- Fees shown are required fee charges, not related to a specific vendor. The only non-standard fee for this program is \$0.0025/gallon over rack price. The fee paid now is \$0.025 - \$0.03/gallon over rack price depending on vendor and availability. The ability to give such a large discount is again related to the keep-full sensors, which allows the vendor to eliminate partial loads.
- The savings to the City by contracting with Allied would estimate \$6,159.40 - \$7,528.10 annually.

Bid For Fuel:

CONTRACT COMMITMENT: Any contracts resulting from this bid shall be binding upon the successful bidder(s) and their successors and permitted assigns.

ALLIED COOPERATIVE, INC

CITY OF WAUSAU

2327 W Veterans Pkwy

400 MYRON ST

Marshfield WI, 54449

WAUSAU WI 54401

FUEL BID – CITY OF WAUSAU This entire Bid document must be returned, with all the appropriate lines and spaces filled-in with the required information.

CONTRACT LENGTH: The length of this contract will be for three (3) consecutive years. The start date of the contract is (to be inserted upon contract approval). City of Wausau may terminate this bid with a 30-day written notice at any time.

BID PRICE: This is a cost-plus contract. Price will be good for all City of Wausau agencies. The Bid price will include the following:

- **Transport Deliveries:** Daily rack gross price per gallon plus **\$0.0025** (1/4 cent) margin for all fuel delivered to City of Wausau), (Junction City, Wisconsin terminal location).
- **Bulk Deliveries:** Daily gross rack price plus **\$0.139** cents (less than transport loads). Markup is based on Junction City Terminal pricing gross rack. This would be in the event of smaller fuel deliveries (less than a full load, if required). All deliveries shall be billed at transport pricing unless a situation arises that requires a smaller delivery. For example, the transport tank was not working, and Allied Cooperative supplied a temporary tank on site.

Delivered Costs (in addition to mark-up)

- Product (expressed as gross rack price, changes daily)
- Inspection Fee, Oil Spill Fee & Superfund Recovery Fee (.02 cents per gal, .0021 cents per gal, .0039 cents per gallon, respectively)
- State tax (.309 cents/gal on gasoline and diesel)
- Transportation fees; all City of Wausau locations: (\$0.0340 diesel freight) (\$0.0288 gasoline freight), 31% fuel surcharge (fuel surcharge may be subject to change with fuel pricing). All other costs are fixed.
- Split load fees: detail if variable for different City of Wausau locations (address locations detailed in bid specification (\$25 per split load). Waived if tanks are monitored/keep fill. We will assume costs of delivery above and beyond any costs listed above, including split load fees and demurrage.
- Additives; detailed list below

Example A:**Rack price 5/6/24 (Diesel Fuel & Gasoline)**

	Rack Price	Freight Rate	Fuel Surcharge (%)	Fuel Surcharge (\$)	Oil Spill	Superfund Rec Fee	Inspection Fee	Margin		State Tax	State Tax Exempt? (Place a Y)	Federal Tax	Federal Tax Exempt? (Place a Y)		Customer Price
City of Wausau #2 FH Clear	\$2.0849	\$0.0340	32.000%	\$0.01088	\$0.0021	\$0.0039	\$0.0200	\$0.0025		\$0.3090	n	\$0.2440	y		2.467
City of Wausau 87 FH No ETH	\$2.3650	\$0.0288	32.000%	\$0.00922	\$0.0021	\$0.0039	\$0.0200	\$0.0025		\$0.3090	n	\$0.1840	y		2.741

In this example, the rack price for clear diesel is \$2.0849, and the final delivered price with tax is \$2.467 after all fees and transportation costs.

The example also shows the rack price for gasoline (87 non ethanol) is \$2.365 and the final delivered price is \$2.741 after all fees and transportation costs.

All pricing will follow this model, only the rack pricing will change for each product.

SPECIFIED FUEL:

- Diesel #2; (or) Cenex Roadmaster XL
- Diesel #2; Cenex Roadmaster XL or equivalent with cold flow improver when applicable
- Diesel #1; for blending in cold conditions when applicable

Premium Fuel Option: City of Wausau may wish to use their additive or may substitute Cenex Premium Diesel (Roadmaster XL) for 3-5 cents per gallon (depending on seasonality).

- Gasoline, 87 octane, non-ethanol.

Roadmaster XL is terminally injected and contains the following additives:

Injection stabilizer

Detergents (Cummins L10, DW10A,B,C Tests A Rating)

Cetane improver- minimum 48

Lubricity improver (20% improvement)

Demulsifiers (water treatment)

Corrosion inhibitors

Storage stabilizers

Winter Additive* (Nov-April)

FUEL TANK MONITORS Fuel tank monitors will be provided and installed at no cost for the City of Wausau facilities. Allied Cooperative will have 24-hour accessibility to monitors for view of current fuel meter levels.

FUEL ORDERING Allied Cooperative will communicate weekly with City of Wausau purchasing agent to determine if fuel is required. If fuel is required, a purchase order number may be provided by the purchasing agent if desired, and the supplier will determine a fuel order date that is most cost effective. City of Wausau acknowledges any fuel delivery date recommendation is based on past and current fuel market trends and will not be binding. Allied Cooperative will blend fuel for winter conditions as needed or determined by the city.

FUEL DELIVERY Orders must be able to be placed by telephone or email or may be fully automated with the use of monitors if desired. If using additives, additive should be staged near the tank (advanced notification will be given for all deliveries when additives are to be blended). All fuels ordered shall be

received within 2 business days of placing the order unless the City of Wausau specifically requests a delayed delivery schedule (or in the case of monitored keep fill). Allied Coop agrees to be able to provide “split load” delivery of different products to the same site locations and/or “split load” delivery of same product between locations.

Allied Cooperative, Inc., must comply with SPCC Plan (Spill prevention, control, and countermeasure plan) anytime delivering fuel. Documentation can be obtained upon request. 13.

EMERGENCY SERVICES GUARANTEE: Allied Cooperative, Inc. shall be ready to respond to emergencies should the need arise. Allied Cooperative, Inc. agrees to provide fuel in emergency situations where required and shall be responsible for ensuring the City of Wausau can continue operations. Emergency service shall be available 24 hours a day, 365 days a year. Deliveries outside of normal conditions and in extenuating circumstances may be subject to additional fees at the discretion of Allied Cooperative, Inc. CAP: After hours and or special service fees shall be capped at \$250.00 per incident.

INVOICING OF PRODUCT City of Wausau will receive a receipt of invoice from vendor within three (3) business days of receipt of product. Invoices are due within 10 days of receipt of product. Exceptions may be granted at the discretion of Allied Cooperative, Inc. if needed. CAP: Interest shall not exceed 18.99% per month on past due invoices.

CONTRACT PRICING Allied Cooperative will have available to City of Wausau fuel contract pricing. The contract pricing must be offered as a direct option through the bidding vendor or the manufacturer they represent. Contracting is optional and may be available at the discretion of the City of Wausau.

MARKETS Allied Cooperative will provide market advice and time loads, when possible, to purchase advantageously for the City of Wausau. These services are provided as part of the contract for no additional fees. This includes short-term contracts (1 day prompt contracts) and spot purchasing decisions based on markets and tank volumes.

REFERENCE MANUALS Allied Cooperative, Inc. will supply City of Wausau with SDS sheets for all fuels supplied.

FORCE MAJEURE Neither party shall be liable for any failure or delay in performance under this Contract (except for the obligation to pay amounts due) to the extent said failure or delay is caused by acts of God, fire, flood, explosion, war, terrorism, epidemic, pandemic, government regulation, embargo, labor strike, supply chain disruption, or any other cause beyond the reasonable control of the affected party (each, a “Force Majeure Event”), provided that the affected party gives prompt written notice to the other party and uses commercially reasonable efforts to resume performance as soon as possible.

If the Force Majeure Event continues for more than thirty (30) days, either party may terminate this Contract without penalty upon written notice.

DISPUTE RESOLUTION: This Contract and the performance of the parties' obligations hereunder will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, including conflict of law provisions. Contractor consents to personal jurisdiction in the State of Wisconsin. The venue of any action hereunder shall be in Marathon County, Wisconsin. If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in court as set forth above. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute. Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

By signing below, the Supplier and Purchaser agree to abide by the terms of the contract as outlined in this agreement.

By signing below, the Supplier and Purchaser agree to abide by the terms of the contract as outlined in this agreement.

Purchasing Agent (City of Wausau)

Signed: _____

Print Name: _____

Title: _____

Date: _____

Purchasing Agent (City of Wausau)

Signed: _____

Print Name: _____

Title: _____

Date: _____

Additional Signatory / Witness (if applicable)

Signed: _____

Print Name: _____

Title / Role: _____

Date: _____

Supplier (Allied Cooperative, INC.)

Signed: _____

Print Name: _____

Title: _____

Date: _____

Additional Signatory / Witness (if applicable)

Signed: _____

Print Name: _____

Title / Role: _____

Date: _____

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

RESOLUTION OF THE INFRASTRUCTURE & FACILITIES COMMITTEE

Approving First Revision to State/Municipal Agreement for Stewart Avenue from South 72nd Avenue to South 48th Avenue.

Committee Action: Approved 4-0

Fiscal Impact: The cost share for which the City is responsible for is estimated at \$4,953,452.
Federal funding is limited to \$2,730,000.

File Number: 25-0513

Date Introduced: May 27, 2025

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, Stewart Avenue is a major east/west corridor on the west side of the Wisconsin River;
and

WHEREAS, the existing facility was a two-lane rural cross-section roadway that was last improved in 1994; and

WHEREAS, the existing pavement was an asphalt overlay over concrete, which was rated a 3 and had experienced significant deterioration; and

WHEREAS, the project reconstructed 7,700 feet of roadway with new asphaltic surface, 5-foot asphalt shoulder for 3,400 feet and curb and gutter for 3,400 feet, 6-foot sidewalk for 4,400 feet, signals, pavement markings, replacement of 1,000 feet of 12-inch to 15-inch lateral storm sewer lines and 4,000 feet of 18-inch to 36-inch trunk storm sewer lines; and

WHEREAS, the project also included installation of new sewer and water utilities fully funded by the City; and

WHEREAS, a State/Municipal agreement between the City and Wisconsin Department of Transportation was executed in August 2020 whereby the City of Wausau was a responsibility to finance 100 percent of the cost of the design, 100 percent of state design review estimated at \$22,200; 30 percent of participating construction estimated at a total \$3,900,000; 100 percent of non-participating construction

estimated at \$1,500,000, and 100 percent of state construction review estimated at \$567,000; and

WHEREAS, the first revision to the State/Municipal agreement reduces the delivery cost for the non-participating items from the standard ten percent to four percent; and

WHEREAS, the total project (not including design) is estimated to be \$7,683,425, of which the City's share is estimated to be \$4,953,425; and

WHEREAS, the Infrastructure and Facilities Committee met on May 8, 2025 to review the first revision to the State/Municipal agreement which details the responsibilities of both the State and Municipality for this project and recommends approval; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the appropriate City officials are hereby authorized and directed to execute the attached revised State/Municipal agreement for the work related to Stewart Avenue from South 72nd Avenue to South 48th Avenue.

Approved:

Doug Diny, Mayor

INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting: May 8, 2025, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Tom Neal, Sarah Watson

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Dustin Kraege, Andrew Lynch, Randy Fifrick, Lori Wunsch, *Via Webex*: Nick Patterson – T. Wall Enterprises

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

Discussion and possible action on First Revision to the State/Municipal Agreement for Stewart Avenue from South 72nd Avenue to South 48th Avenue, Project ID 6999-09-02/72

Wesolowski indicated this section of Stewart Avenue was reconstructed last summer. The project costs came in above the State/Municipal Agreement. This revision reflects the actual costs and also reduces the delivery costs under Section 24(e)(ii). The delivery cost was reduced from 10% to 4%. This is a standard fee they charge, which Lindman and Groat were able to get reduced. With this revision the delivery costs go from roughly \$178,000 to about \$71,000, saving about \$107,000.

Neal moved to approve. Seconded by Larson and the motion passed 4-0.

***STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – May 8, 2025***

AGENDA ITEM

Discussion and possible action on First Revision to the State/Municipal Agreement for Stewart Avenue from South 72nd Avenue to South 48th Avenue, Project ID 6999-09-02/72

BACKGROUND

The revised SMA indicates the actual bid amount for the contract which outlines the City responsibilities. The SMA also revises the delivery cost for the non-participating items from the standard 10% to 4%. This is outlined in paragraph 24, section e, sub ii of the agreement.

FISCAL IMPACT

The fiscal impacts are outlined in ‘Summary of Cost’ table on page 2 of the agreement.

This revised agreement reduces the delivery cost for the non-participating items from \$178,632.50 to \$71,453.

STAFF RECOMMENDATION

Engineering staff recommends approving the revised SMA for Stewart Avenue.

Staff contact: Allen Wesolowski 715-261-6762

STP-Rural and Small STP-Urban (206) Standard SMA

 <i>1st Revision</i> STATE/MUNICIPAL AGREEMENT FOR A STATE- LET STP-URBAN PROJECT <i>This agreement supersedes the agreement signed by the Municipality on 8/12/2020 and signed by the State on 8/19/2020.</i> Program Name: STP-Urban Population Group: 50,000-200,000 Sub-program #: 206 Cycle: 2020-2025	Date: May 2, 2025 I.D.: 6999-09-02/72 Road Name: Stewart Avenue Limits: S 72nd Avenue to S 48th Avenue County: Marathon Roadway Length: 1.5 miles Functional Classification: Minor Arterial Project Sponsor: City of Wausau
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The signatory, City of Wausau, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

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

Existing Facility - Describe and give reason for request: **The existing facility is a two-lane rural cross-section roadway that was last improved in 1994. The pavement is an asphalt overlay over concrete and has a total pavement width of 24 feet. The shoulders are gravel and are 4 feet wide. The current pavement rating is 3 and has experienced significant deterioration. There is no existing sidewalk. There are no known safety issues.**

Proposed Improvement - Nature of work: **The proposed project is a reconstruction of 7,700 feet of roadway. The facility will be a combination of rural and urban cross-section. There will be rural cross-section for 0.6 miles and urban cross-section for 0.8 miles. The new pavement will be hot mix asphalt and have a total pavement width of 24 feet. The project will have 5-foot asphalt shoulders for 3,400 feet and curb and gutter for 3,400 feet. There will be a 6-foot sidewalk for 4,400 feet. The project will also install signals, and both temporary and permanent pavement marking. The project will replace 1,000 feet of 12-inch to 15-inch lateral storm sewer lines and 4,000 feet of 18-inch to 36-inch trunk storm sewer lines.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **The City of Wausau will be installing new sewer and water utilities which will be funded with 100% local funds.**

The Municipality agrees to the following 2020-2025 STP-Urban project funding conditions:

Project design and oversight costs are 100% funded by the municipality. Project construction costs are funded with 70% federal/state funding up to a funding limit of \$2,730,000. The Municipality agrees to provide the

STP-Rural and Small STP-Urban (206) Standard SMA

remaining 30% and any funds in excess of the \$2,730,000 federal/state funding limit. **Note:** Due to the MPO receiving a maximum amount of funding per program over a total of multiple projects, the percentages do not reflect a true 70/30%. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2024. **In accordance with the State's sunset policy for STP-Urban projects, the subject 2020-2025 STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2021, or by June 30, 2026.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal participation, and actual costs will be used in the final division of cost for billing and reimbursement. In no event shall federal or State funding exceed the estimate of \$2,730,000 in the Summary of Costs Table, unless such increase is approved in writing by the State through the State's Change Management Policy prior to the Municipality incurring the increased costs.

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 6999-09-02					
Design			0%		100%
State Review	\$22,200	\$0	0%	\$22,200	100%
ID 6999-09-72					
Participating Construction	\$5,236,447	\$2,730,000	70% MAX**	\$2,506,447	30% + BAL
Non-Participating Construction	\$1,857,778	\$0	0%	\$1,857,778	Lump Sum**
State Review	\$567,000	\$0	0%	\$567,000	100%
Subtotal	\$7,661,225	\$2,730,000		\$4,931,225	
Total Est. Cost Distribution	\$7,683,425	\$2,730,000	N/A	\$4,953,425	N/A

* Design ID# 6999-09-02 is 100% funded by the Municipality including state oversight costs.

* Construction ID# 6999-09-72 federal/state funding is limited to \$2,730,000 as identified by the MPO.

** See item #24, letter e for federal limit and lump sum information.

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signatures certify the content has not been altered by the municipality.
Signed for and in behalf of: **City of Wausau** (please sign in blue ink.)

Name	Title	Date
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Signed for and in behalf of the State:

Name	Title NC Region Planning Section Chief	Date
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STP-Rural and Small STP-Urban (206) Standard SMA

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
 - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
 - g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aids set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2020-2025 STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

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- e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. State review services for construction.
5. The work will be administered by the State and may include items not eligible for federal participation.
6. As the work progresses, the State will bill the Municipality for work completed that is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal/state funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2020-2025 STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Preliminary engineering and design.
 - i. Design state review services.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.

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11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal/state financing commitments or are ineligible for federal/state financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for STP-Urban projects, the subject 2020-2025 STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2021, or by June 30, 2026.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred on behalf of the project.
15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates to State upon request.
 - f. Provide relocation orders and real estate plats to State upon request.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
 - a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

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- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by federal or state highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if the contractor does not obey size and weight laws, use properly equipped and maintained vehicles, and does not prevent spilling of materials onto the haul road (WisDOT *Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under "Municipal Responsibilities and Requirements."

LEGAL RELATIONSHIPS:

- 17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
- 19. Contract modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.

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20. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
21. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. Maintenance of records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

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

24. The Municipality agrees to the following 2020-2025 STP-Urban project funding conditions:

- a. ID 6999-09-02: Design is funded 100% by the Municipality. This phase includes plan development, management consultant review, and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 0% with federal funding and 100% by the Municipality.
- b. ID 6999-09-XX: Real estate acquisition is funded 100% by the Municipality.
- c. ID 6999-09-XX: Railroad items are funded 100% by the Municipality.
- d. ID 6999-09-XX: Utility items are funded 100% by the Municipality.
- e. ID 6999-09-72: Construction:
 - i. Costs for construction, construction engineering, and construction state oversight are funded with 70% federal funding up to a funding limit of \$2,730,000, when the Municipality agrees to provide the remaining 30%, and any funds in excess of the \$2,730,000 federal funding limit. Note: Due to the MPO receiving a maximum amount of funding per program over a total of multiple projects, the percentages do not reflect a true 70/30%.
 - ii. Non-participating costs for installing sanitary sewer and water utilities are funded 100% by the Municipality. Costs include construction delivery. The State agrees to reduce delivery percent on the non-participating category and bill the Municipality a lump sum amount identified as follows;

Category costs without delivery = \$1,786,325

Delivery percent 4% = \$71,453 (This is an adjustment from the projects 10%)

Total lump sum requirement to the Municipality = \$1,857,778

The Municipality also agrees to cover any potential costs over the lump sum amount if found during the finals process and any audit.

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

RESOLUTION OF THE INFRASTRUCTURE & FACILITIES COMMITTEE

Approving State/Municipal Agreement for Signal Rehab on BUS 51/Grand Avenue at Thomas Street.

Committee Action: Approved 5-0

Fiscal Impact: This is a cost share for which the City is responsible for 10% of the preliminary engineering and construction with 90% federal funding. The total estimated cost is \$564,946 with the City's estimated costs to be \$56,495.

File Number: 25-0514

Date Introduced: May 27, 2025

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☐ No ☒	
	Included in Budget:	Yes ☐ No ☒	Budget Source: To be budgeted for in 2026
	One-time Costs:	Yes ☐ No ☒	Amount:
	Recurring Costs:	Yes ☒ No ☐	Amount: During design & construction billing by DOT
SOURCE	Fee Financed:	Yes ☐ No ☐	Amount:
	Grant Financed:	Yes ☐ No ☐	Amount:
	Debt Financed:	Yes ☐ No ☐	Amount Annual Retirement
	TID Financed:	Yes ☐ No ☐	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, the existing traffic signal infrastructure is approximately 20 years old and each component is past end of life; and

WHEREAS, this project would replace aged signal equipment, including adding signal heads over each approach lane, adding reflective backplates, adding a northbound flashing yellow arrow, updating the vehicle detection, adding GPS time-based coordination, replacing conduit/wiring/pull boxes, and adding countdown pedestrian timers with audible buttons; and

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

WHEREAS, per the agreement, the City of Wausau has a responsibility to finance 10 percent of the preliminary engineering and construction; and

WHEREAS, the total project is estimated to cost \$564,946, of which the City's share is estimated to be \$56,495; and

WHEREAS, the Infrastructure and Facilities Committee met on May 8, 2025 to review this State/Municipal agreement which details the responsibilities of both the State and Municipality for this project and recommends approval; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the appropriate City officials are hereby authorized and directed to execute the attached State/Municipal agreement for the work related to signal rehab on BUS 51/Grand Avenue at Thomas Street.

Approved:

Doug Diny, Mayor

INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting: May 8, 2025, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Tom Neal, Sarah Watson

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Dustin Kraege, Andrew Lynch, Randy Fifrick, Lori Wunsch, *Via Webex*: Nick Patterson – T. Wall Enterprises

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

Discussion and possible action on State/Municipal Agreements for signal rehab at Bridge Street and 6th Street, at Bridge Street and 5th Street, at Bridge Street and 1st Avenue, and at Thomas Street and Grand Avenue

Wesolowski explained that staff applied for funds on connecting highways under the Highway Safety Improvement Program (HSIP). This is favorable to the City with a 90-10 split; most DOT grants are 70-30. We will design the projects and get 90% of those funds back and get 90% of the construction costs back. The Electrical Department is happy we applied for this as these signals are not in the greatest shape. This is a competitive grant process. We have 2 projects already in the works. With these additional intersections, we will have a total of 6 projects. Two are scheduled for next summer. These 4 intersections will probably be 2 years down the road.

Neal moved to approve each State/Municipal Agreement. Seconded by Watson and the motion passed 5-0.

**STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – May 8, 2025**

AGENDA ITEM
Agenda Item # 3 - Discussion and possible action on State/Municipal Agreement for signal rehab at Bridge Street and 6th Street Agenda Item #4 - Discussion and possible action on State/Municipal Agreement for signal rehab at Bridge Street and 5th Street Agenda Item #5 - Discussion and possible action on State/Municipal Agreement for signal rehab at Bridge Street and 1st Avenue Agenda Item #6 - Discussion and possible action on State/Municipal Agreement for signal rehab at Thomas Street and Grand Avenue
BACKGROUND
The Engineering department applied for grant funding to replace the signals on the above intersections. This funding is only available for communities that have connecting highways. The grants are competitive, and the scoring is based upon crash history of the existing signals, the condition of the existing signals and traffic volumes.
FISCAL IMPACT
The cost share for these signal replacements is 90% WDOT and 10% City. The total cost share for all 4 intersections is: • WDOT: \$2,973,082 • City: \$330,343 The projects would be constructed in 2028 or 2029.
STAFF RECOMMENDATION
Engineering staff recommends approving the SMA for each intersection.
Staff contact: Allen Wesolowski 715-261-6762



**STATE/MUNICIPAL
FINANCIAL
AGREEMENT**

Date: 3/26/25
I.D.: 3700-40-52/53
Road Name: BUS 51/Grand Ave
Title: City of Wausau Signal Rehab
Limits: Thomas Street Traffic Signal
County: Marathon
Roadway Length: 0

The signatory **city of Wausau**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing signal infrastructure is approximately 20 years old and each component is past end-of-life.

Proposed Improvement - Nature of work: The project will replace aged signal equipment, including adding signal heads over each approach lane, adding reflective backplates, adding a northbound flashing yellow arrow, updating the vehicle detection, adding GPS time-based coordination, replacing conduit/wiring/pull boxes and adding countdown pedestrian timers with audible buttons.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Purchase of any necessary right of way

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
3700-40-52 Preliminary Engineering:	\$ 65,186	\$ 58,667	90% max	\$ 6,519	10% + balance
3700-40-53 ¹ Construction: Traffic Signals	\$ 499,760	\$ 449,784	90% max	\$ 49,976	10% + balance
Total Cost Distribution	\$ 564,946	\$ 508,451		\$ 56,495	

¹ Estimates include construction engineering

*State funds are limited at the time of approval of this application. Any funds in excess of the maximum amount are the responsibility of the Municipality

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 1-3); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the city of Wausau (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Shannon P. Riley	Title WisDOT North Central Region Planning Chief
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Construction for the project and state review services.
3. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
4. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
5. The work will be administered by the State and may include items not eligible for federal/state participation.
6. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
7. Basis for local participation:

- (a) Traffic Signals: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 90% and the Municipality is responsible for 10% necessary and warranted for the safety and efficient flow of traffic on connecting highways within the construction limits.

Hazmat: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the Municipality agrees to pay 100% of the costs associated with excavating and transporting hazardous material for which the Municipality has been identified as the responsibly party. The Municipality is responsible for securing a suitable site to store the material.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right of way, or participate in construction of a project that merits local involvement.

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

RESOLUTION OF THE INFRASTRUCTURE & FACILITIES COMMITTEE

Approving State/Municipal Agreement for Signal Rehab on WIS 52/6th Street at Bridge Street.

Committee Action: Approved 5-0

Fiscal Impact: This is a cost share for which the City is responsible for 10% of the preliminary engineering and construction with 90% federal funding. The total estimated cost is \$1,188,064 with the City's estimated costs to be \$118,806.

File Number: 25-0515

Date Introduced: May 27, 2025

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: To be budgeted for in 2026</i>
	<i>One-time Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☒ No ☐	<i>Amount: During design & construction billing by DOT</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount 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 existing traffic signal infrastructure is approximately 30 years old and each component is near or past end of life; and

WHEREAS, this project would replace aged signal equipment, including adding signal heads over each approach lane with reflective backplates, updating the vehicle detection, adding GPS time-based coordination, replacing conduit/wiring/pull boxes, and adding countdown pedestrian timers with audible buttons; and

WHEREAS, under this project curb ramps and island noses will also be improved for pedestrians; and

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

WHEREAS, per the agreement, the City of Wausau has a responsibility to finance 10 percent of the preliminary engineering and construction; and

WHEREAS, the total project is estimated to cost \$1,188,064, of which the City's share is estimated to be \$118,806; and

WHEREAS, the Infrastructure and Facilities Committee met on May 8, 2025 to review this State/Municipal agreement which details the responsibilities of both the State and Municipality for this project and recommends approval; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the appropriate City officials are hereby authorized and directed to execute the attached State/Municipal agreement for the work related to signal rehab on WIS 52/6th Street at Bridge Street.

Approved:

Doug Diny, Mayor

INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting: May 8, 2025, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Tom Neal, Sarah Watson

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Dustin Kraege, Andrew Lynch, Randy Fifrick, Lori Wunsch, *Via Webex*: Nick Patterson – T. Wall Enterprises

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

Discussion and possible action on State/Municipal Agreements for signal rehab at Bridge Street and 6th Street, at Bridge Street and 5th Street, at Bridge Street and 1st Avenue, and at Thomas Street and Grand Avenue

Wesolowski explained that staff applied for funds on connecting highways under the Highway Safety Improvement Program (HSIP). This is favorable to the City with a 90-10 split; most DOT grants are 70-30. We will design the projects and get 90% of those funds back and get 90% of the construction costs back. The Electrical Department is happy we applied for this as these signals are not in the greatest shape. This is a competitive grant process. We have 2 projects already in the works. With these additional intersections, we will have a total of 6 projects. Two are scheduled for next summer. These 4 intersections will probably be 2 years down the road.

Neal moved to approve each State/Municipal Agreement. Seconded by Watson and the motion passed 5-0.

**STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – May 8, 2025**

AGENDA ITEM
Agenda Item # 3 - Discussion and possible action on State/Municipal Agreement for signal rehab at Bridge Street and 6th Street Agenda Item #4 - Discussion and possible action on State/Municipal Agreement for signal rehab at Bridge Street and 5th Street Agenda Item #5 - Discussion and possible action on State/Municipal Agreement for signal rehab at Bridge Street and 1st Avenue Agenda Item #6 - Discussion and possible action on State/Municipal Agreement for signal rehab at Thomas Street and Grand Avenue
BACKGROUND
The Engineering department applied for grant funding to replace the signals on the above intersections. This funding is only available for communities that have connecting highways. The grants are competitive, and the scoring is based upon crash history of the existing signals, the condition of the existing signals and traffic volumes.
FISCAL IMPACT
The cost share for these signal replacements is 90% WDOT and 10% City. The total cost share for all 4 intersections is: • WDOT: \$2,973,082 • City: \$330,343 The projects would be constructed in 2028 or 2029.
STAFF RECOMMENDATION
Engineering staff recommends approving the SMA for each intersection.
Staff contact: Allen Wesolowski 715-261-6762



STATE/MUNICIPAL
FINANCIAL
AGREEMENT

Date: 3/26/25
I.D.: 3700-40-56/57
Road Name: WIS 52/6th St
Title: City of Wausau Signal Rehab
Limits: Bridge Street Traffic Signal
County: Marathon
Roadway Length: 0

The signatory **city of Wausau**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing signal infrastructure is approximately 30 years old and each component is near or past end-of-life.

Proposed Improvement - Nature of work: The project will replace aged signal equipment, including adding signal heads over each approach lane with reflective backplates, updating the vehicle detection, adding GPS time-based coordination, replacing conduit/wiring/pull boxes and adding countdown pedestrian timers with audible buttons. Curb ramps and island noses will also be improved for pedestrians.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Purchase of any necessary right of way

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
³⁷⁰⁰⁻⁴⁰⁻⁵⁶ Preliminary Engineering:	\$ 113,201	\$ 101,881	90% max	\$ 11,320	10% + balance
³⁷⁰⁰⁻⁴⁰⁻⁵⁷ ¹ Construction: Traffic Signals	\$ 1,074,863	\$ 967,377	90% max	\$ 107,486	10% + balance
Total Cost Distribution	\$ 1,188,064	\$ 1,069,258		\$ 118,806	

¹ Estimates include construction engineering

*State funds are limited at the time of approval of this application. Any funds in excess of the maximum amount are the responsibility of the Municipality

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 1-3); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or

provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the city of Wausau (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Shannon P. Riley	Title WisDOT North Central Region Planning Chief
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Construction for the project and state review services.
3. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
4. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
5. The work will be administered by the State and may include items not eligible for federal/state participation.
6. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
7. Basis for local participation:
 - (a) Traffic Signals: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 90% and the Municipality is responsible for 10% necessary and warranted for the safety and efficient flow of traffic on connecting highways within the construction limits.

Hazmat: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the Municipality agrees to pay 100% of the costs associated with excavating and transporting hazardous material for which the Municipality has been identified as the responsibly party. The Municipality is responsible for securing a suitable site to store the material.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right of way, or participate in construction of a project that merits local involvement.

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

RESOLUTION OF THE INFRASTRUCTURE & FACILITIES COMMITTEE

Approving State/Municipal Agreement for Signal Rehab on WIS 52/5th Street at Bridge Street.

Committee Action: Approved 5-0

Fiscal Impact: This is a cost share for which the City is responsible for 10% of the preliminary engineering and construction with 90% federal funding. The total estimated cost is \$979,937 with the City's estimated costs to be \$97,994.

File Number: 25-0516

Date Introduced: May 27, 2025

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: To be budgeted for in 2026</i>
	<i>One-time Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☒ No ☐	<i>Amount: During design & construction billing by DOT</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount 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 existing traffic signal infrastructure is approximately 15 years old and each component is near or past end of life; and

WHEREAS, this project would replace aged signal equipment, including adding signal heads over each approach lane with reflective backplates, updating the vehicle detection, adding GPS time-based coordination, replacing conduit/wiring/pull boxes, and adding countdown pedestrian timers with audible buttons; and

WHEREAS, under this project curb ramps and island noses will also be improved for pedestrians; and

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

WHEREAS, per the agreement, the City of Wausau has a responsibility to finance 10 percent of the preliminary engineering and construction; and

WHEREAS, the total project is estimated to cost \$979,937, of which the City's share is estimated to be \$97,994; and

WHEREAS, the Infrastructure and Facilities Committee met on May 8, 2025 to review this State/Municipal agreement which details the responsibilities of both the State and Municipality for this project and recommends approval; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the appropriate City officials are hereby authorized and directed to execute the attached State/Municipal agreement for the work related to signal rehab on WIS 52/5th Street at Bridge Street.

Approved:

Doug Diny, Mayor

INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting: May 8, 2025, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Tom Neal, Sarah Watson

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Dustin Kraege, Andrew Lynch, Randy Fifrick, Lori Wunsch, *Via Webex*: Nick Patterson – T. Wall Enterprises

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

Discussion and possible action on State/Municipal Agreements for signal rehab at Bridge Street and 6th Street, at Bridge Street and 5th Street, at Bridge Street and 1st Avenue, and at Thomas Street and Grand Avenue

Wesolowski explained that staff applied for funds on connecting highways under the Highway Safety Improvement Program (HSIP). This is favorable to the City with a 90-10 split; most DOT grants are 70-30. We will design the projects and get 90% of those funds back and get 90% of the construction costs back. The Electrical Department is happy we applied for this as these signals are not in the greatest shape. This is a competitive grant process. We have 2 projects already in the works. With these additional intersections, we will have a total of 6 projects. Two are scheduled for next summer. These 4 intersections will probably be 2 years down the road.

Neal moved to approve each State/Municipal Agreement. Seconded by Watson and the motion passed 5-0.

**STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – May 8, 2025**

AGENDA ITEM
Agenda Item # 3 - Discussion and possible action on State/Municipal Agreement for signal rehab at Bridge Street and 6th Street Agenda Item #4 - Discussion and possible action on State/Municipal Agreement for signal rehab at Bridge Street and 5th Street Agenda Item #5 - Discussion and possible action on State/Municipal Agreement for signal rehab at Bridge Street and 1st Avenue Agenda Item #6 - Discussion and possible action on State/Municipal Agreement for signal rehab at Thomas Street and Grand Avenue
BACKGROUND
The Engineering department applied for grant funding to replace the signals on the above intersections. This funding is only available for communities that have connecting highways. The grants are competitive, and the scoring is based upon crash history of the existing signals, the condition of the existing signals and traffic volumes.
FISCAL IMPACT
The cost share for these signal replacements is 90% WDOT and 10% City. The total cost share for all 4 intersections is: • WDOT: \$2,973,082 • City: \$330,343 The projects would be constructed in 2028 or 2029.
STAFF RECOMMENDATION
Engineering staff recommends approving the SMA for each intersection.
Staff contact: Allen Wesolowski 715-261-6762



**STATE/MUNICIPAL
FINANCIAL
AGREEMENT**

Date: 3/26/25
I.D.: 3700-40-58/59
Road Name: WIS 52/5th St
Title: City of Wausau Signal Rehab
Limits: Bridge Street Traffic Signal
County: Marathon
Roadway Length: 0

The signatory **city of Wausau**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing signal infrastructure is approximately 15 years old and each component is near or past end-of-life.

Proposed Improvement - Nature of work: The project will replace aged signal equipment, including adding signal heads over each approach lane with reflective backplates, updating the vehicle detection, adding GPS time-based coordination, replacing conduit/wiring/pull boxes and adding countdown pedestrian timers with audible buttons. Curb ramps and island noses will also be improved for pedestrians.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Purchase of any necessary right of way

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
³⁷⁰⁰⁻⁴⁰⁻⁵⁸ Preliminary Engineering:	\$ 90,796	\$ 81,716	90% max	\$ 9,080	10% + balance
³⁷⁰⁰⁻⁴⁰⁻⁵⁹ ¹ Construction: Traffic Signals	\$ 889,141	\$ 800,227	90% max	\$ 88,914	10% + balance
Total Cost Distribution	\$ 979,937	\$ 881,943		\$ 97,994	

¹ Estimates include construction engineering

*State funds are limited at the time of approval of this application. Any funds in excess of the maximum amount are the responsibility of the Municipality

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 1-3); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or

provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the city of Wausau (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Shannon P. Riley	Title WisDOT North Central Region Planning Chief
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
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 - (a) Design engineering and state review services.
 - (b) Construction for the project and state review services.
3. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
4. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
5. The work will be administered by the State and may include items not eligible for federal/state participation.
6. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
7. Basis for local participation:
 - (a) Traffic Signals: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 90% and the Municipality is responsible for 10% necessary and warranted for the safety and efficient flow of traffic on connecting highways within the construction limits.

Hazmat: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the Municipality agrees to pay 100% of the costs associated with excavating and transporting hazardous material for which the Municipality has been identified as the responsibly party. The Municipality is responsible for securing a suitable site to store the material.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right of way, or participate in construction of a project that merits local involvement.

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

RESOLUTION OF THE INFRASTRUCTURE & FACILITIES COMMITTEE

Approving State/Municipal Agreement for Signal Rehab on BUS 51/1st Avenue at Bridge Street.

Committee Action: Approved 5-0

Fiscal Impact: This is a cost share for which the City is responsible for 10% of the preliminary engineering and construction with 90% federal funding. The total estimated cost is \$570,478 with the City's estimated costs to be \$57,048.

File Number: 25-0517

Date Introduced: May 27, 2025

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: To be budgeted for in 2026</i>
	<i>One-time Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☒ No ☐	<i>Amount: During design & construction billing by DOT</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, the existing traffic signal infrastructure is approximately 20 years old and each component is past end of life; and

WHEREAS, this project would replace aged signal equipment, including adding signal heads over each approach lane, updating the vehicle detection, adding GPS time-based coordination, replacing conduit/wiring/pull boxes, and adding countdown pedestrian timers with audible buttons; and

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

WHEREAS, per the agreement, the City of Wausau has a responsibility to finance 10 percent of the preliminary engineering and construction; and

WHEREAS, the total project is estimated to cost \$570,478, of which the City's share is estimated to be \$57,048; and

WHEREAS, the Infrastructure and Facilities Committee met on May 8, 2025 to review this State/Municipal agreement which details the responsibilities of both the State and Municipality for this project and recommends approval; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the appropriate City officials are hereby authorized and directed to execute the attached State/Municipal agreement for the work related to signal rehab on BUS 51/1st Avenue at Bridge Street.

Approved:

Doug Diny, Mayor

INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting: May 8, 2025, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Tom Neal, Sarah Watson

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Dustin Kraege, Andrew Lynch, Randy Fifrick, Lori Wunsch, *Via Webex*: Nick Patterson – T. Wall Enterprises

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

Discussion and possible action on State/Municipal Agreements for signal rehab at Bridge Street and 6th Street, at Bridge Street and 5th Street, at Bridge Street and 1st Avenue, and at Thomas Street and Grand Avenue

Wesolowski explained that staff applied for funds on connecting highways under the Highway Safety Improvement Program (HSIP). This is favorable to the City with a 90-10 split; most DOT grants are 70-30. We will design the projects and get 90% of those funds back and get 90% of the construction costs back. The Electrical Department is happy we applied for this as these signals are not in the greatest shape. This is a competitive grant process. We have 2 projects already in the works. With these additional intersections, we will have a total of 6 projects. Two are scheduled for next summer. These 4 intersections will probably be 2 years down the road.

Neal moved to approve each State/Municipal Agreement. Seconded by Watson and the motion passed 5-0.

**STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – May 8, 2025**

AGENDA ITEM
Agenda Item # 3 - Discussion and possible action on State/Municipal Agreement for signal rehab at Bridge Street and 6th Street Agenda Item #4 - Discussion and possible action on State/Municipal Agreement for signal rehab at Bridge Street and 5th Street Agenda Item #5 - Discussion and possible action on State/Municipal Agreement for signal rehab at Bridge Street and 1st Avenue Agenda Item #6 - Discussion and possible action on State/Municipal Agreement for signal rehab at Thomas Street and Grand Avenue
BACKGROUND
The Engineering department applied for grant funding to replace the signals on the above intersections. This funding is only available for communities that have connecting highways. The grants are competitive, and the scoring is based upon crash history of the existing signals, the condition of the existing signals and traffic volumes.
FISCAL IMPACT
The cost share for these signal replacements is 90% WDOT and 10% City. The total cost share for all 4 intersections is: • WDOT: \$2,973,082 • City: \$330,343 The projects would be constructed in 2028 or 2029.
STAFF RECOMMENDATION
Engineering staff recommends approving the SMA for each intersection.
Staff contact: Allen Wesolowski 715-261-6762



**STATE/MUNICIPAL
FINANCIAL
AGREEMENT**

Date: 3/26/25
I.D.: 3700-40-54/55
Road Name: BUS 51/1st Ave
Title: City of Wausau Signal Rehab
Limits: Bridge Street Traffic Signal
County: Marathon
Roadway Length: 0

The signatory **city of Wausau**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing signal infrastructure is approximately 20 years old and each component is past end-of-life.

Proposed Improvement - Nature of work: The project will replace aged signal equipment, including adding signal heads over each approach lane, updating the vehicle detection, adding GPS time-based coordination, replacing conduit/wiring/pull boxes and adding countdown pedestrian timers with audible buttons.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Purchase of any necessary right of way

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
3700-40-54 Preliminary Engineering:	\$ 73,471	\$ 66,124	90% max	\$ 7,347	10% + balance
3700-40-55 ¹ Construction: Traffic Signals	\$ 497,007	\$ 447,306	90% max	\$ 49,701	10% + balance
Total Cost Distribution	\$ 570,478	\$ 513,430		\$ 57,048	

¹ Estimates include construction engineering

*State funds are limited at the time of approval of this application. Any funds in excess of the maximum amount are the responsibility of the Municipality

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 1-3); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed,

waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the city of Wausau (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Shannon P. Riley	Title WisDOT North Central Region Planning Chief
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
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 - (a) Design engineering and state review services.
 - (b) Construction for the project and state review services.
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6. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
7. Basis for local participation:
 - (a) Traffic Signals: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 90% and the Municipality is responsible for 10% necessary and warranted for the safety and efficient flow of traffic on connecting highways within the construction limits.

Hazmat: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the Municipality agrees to pay 100% of the costs associated with excavating and transporting hazardous material for

which the Municipality has been identified as the responsibly party. The Municipality is responsible for securing a suitable site to store the material.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right of way, or participate in construction of a project that merits local involvement.

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

RESOLUTION OF THE INFRASTRUCTURE & FACILITIES COMMITTEE

Approve Plat and Relocation Order for establishing a multiuse trail extending from 72nd Avenue to 84th Avenue (Business Campus Trail E-W Connector, Project ID 6999-18-11).

Committee Action: Approved 5-0

Fiscal Impact: Estimated at \$50,000

File Number: 25-0518

Date Introduced: May 27, 2025

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau is in the process of designing a multiuse trail in the Business Campus that will extend from 72nd Avenue to 84th Avenue; and

WHEREAS, in preparation for this construction project, the City must acquire the necessary real estate to construct the multiuse trail in accordance with the conceptual design; and

WHEREAS, the City of Wausau intends to move forward with this construction project by acquiring the private interests needed for this public improvement project; and

WHEREAS, to implement this construction plan, the Common Council wishes to adopt this relocation order and plat showing the lands and interests required for the project to move forward and the method of acquisition; and

WHEREAS, your Infrastructure and Facilities Committee recommend adoption of this relocation order; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau:

1. That this Resolution, along with the attached Relocation Order and map attached thereto, shall constitute a relocation order and map for the project in question;

2. That this Resolution is a relocation order in accordance with Section 32.05(1), Wisconsin Statutes, for the purpose of the within-described public improvement project and it is also a determination of necessity for the project in accordance with Section 32.07(2), Wisconsin Statutes;
3. That the City of Wausau hereby determines it is necessary and a public purpose to construct a multiuse trail and to that end it is necessary and a public purpose to acquire fee simple title or easements to the property interests in question, either by donation or acquisition;
4. That to properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a multiuse trail in the area of interest designated on the map referenced above, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the map for the above project; that to effect this change, pursuant to authority granted under Sections 32.05 and 32.07 of the Wisconsin Statutes, the Common Council of the City of Wausau orders that:
 - a. The said multiuse trail shall be established within the property boundaries as shown on the map.
 - b. The required lands or interests in lands as shown on the map and described on the Relocation Order shall be acquired by eminent domain if necessary.
5. That the City Clerk is hereby directed to file a copy of this relocation order and map within 20 days with the County Clerk of Marathon County; and
6. That the proper City officials are hereby authorized and directed to acquire for right-of-way purposes the property interests needed for this project, as shown on the attached relocation order and map.

Approved:

Doug Diny, Mayor

INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting: May 8, 2025, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Tom Neal, Sarah Watson

Also Present: Eric Lindman, Allen Wesolowski, TJ Nicksich, Dustin Kraege, Andrew Lynch, Randy Fifrick, Lori Wunsch, *Via Webex*: Nick Patterson – T. Wall Enterprises

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

Discussion and possible action on Plat and Relocation Order for Project ID 6999-18-11, Business Campus Trail East-West Connector

Nicksich stated that we are currently underway on design of this project. This connects at 72nd Avenue and follows City property which is not used in the business campus and extends to 84th Avenue. Early in the design process we ran a couple of different alternatives. One alternate was to use all City property; the second alternate would require some real estate acquisition. The second alternate was the more desirable route and less expensive. To kick off the real estate acquisition process, we need to approve the Plat and Relocation Order

Neal moved to approve. Seconded by Larson and the motion passed 5-0.

Agenda Item No.

7

***STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – May 8, 2025***

AGENDA ITEM

Discussion and possible action on Plat and Relocation Order for Project ID 6999-18-11, Business Campus Trail East-West Connector

BACKGROUND

The City is currently in the process of designing a multiuse trail that will extend from 72nd Avenue to 84th Avenue. During the alternatives analysis process, it was determined that the preferred route would require the acquisition of a small portion of two adjacent properties. In addition to the acquisition of land, two Temporary Limited Easements (TLE) are required to facilitate the trail.

Prior to beginning the process of acquiring right of way, s. 32.05(1), Wis Stats., requires that the City file an order with the county clerk identifying the old and the new locations of the facility and the lands and interests required. This order is called the Relocation Order. See attached.

FISCAL IMPACT

Appraisals are currently underway.

STAFF RECOMMENDATION

Staff recommends approval of the Relocation Order.

Staff contact: TJ Niksich 715-261-6748

RELOCATION ORDER

lpa1708 08/2011 (Replaces LPA3006)

Project ID 6999-18-11	Road name Business Campus Trail E-W Connector	Highway Non-Hwy	County Marathon
Right of way plat date	Plat sheet number(s) 4.00 – 4.01	Previously approved Relocation Order date	

Description of termini of project:

Beginning at a point (Station 10+00.00) which is 1,608.85 feet north and 1,557.77 feet west of the South Quarter Corner of Section 25, Township 29 North, Range 6 East, City of Wausau, Marathon County, Wisconsin; thence along the reference line of Business Campus Trail E-W Connector within the right of way shown on the plat, to a point (Station 60+81.66) which is 340.27 feet south and 43.03 feet east of the East Quarter Corner of Section 25, Township 29 North, Range 6 East, City of Wausau, Marathon County, Wisconsin, and there terminating.

To properly establish, layout, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the trail designated above, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the right of way plat for the above project.

To effect this change, pursuant to authority granted under Section 62.22, Wisconsin Statutes, the City of Wausau orders that:

1. The said trail is laid out and established to the lines and widths as shown on the plat.
2. The required lands or interests in lands as shown on the plat shall be acquired by: City of Wausau
3. This order supersedes and amends any previous order issues by the: City of Wausau

Authorized Signature – City of Wausau

Date

Print Name

CONVENTIONAL SYMBOLS			
SECTION LINE	----	SECTION CORNER SYMBOL	
QUARTER LINE	----	R/W MONUMENT (TO BE SET)	●
SIXTEENTH LINE	----	NON-MONUMENTED R/W POINT	○
NEW REFERENCE LINE		FOUND IRON PIN (1-INCH UNLESS NOTED)	IP ●
NEW R/W LINE	----	GEODETIC SURVEY MONUMENT	
EXISTING R/W OR HE LINE	----	SIXTEENTH CORNER MONUMENT	
PROPERTY LINE	-----P.L.-----	SIGN	
LOT, TIE & OTHER MINOR LINES	-----	OFF-PREMISE SIGN	
SLOPE INTERCEPT	-----		
CORPORATE LIMITS	////	ELECTRIC POLE	
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC)	---W--- (TYPE)	TELEPHONE POLE	
NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)		PEDESTAL (LABEL TYPE) (TV, TEL, ELEC, ETC.)	
TEMPORARY LIMITED EASEMENT AREA			
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)		ACCESS RESTRICTED BY ACQUISITION	
TRANSMISSION STRUCTURES	---X---X---	NO ACCESS (BY STATUTORY AUTHORITY)	
BUILDING		ACCESS RESTRICTED (BY PREVIOUS PROJECT OR CONTROL)	
TO BE REMOVED		NO ACCESS (NEW HIGHWAY)	
BRIDGE		PARCEL NUMBER	
CULVERT		UTILITY NUMBER	
		PARALLEL OFFSETS	

CONVENTIONAL UTILITY SYMBOLS

WATER	---W---
GAS	---G---
TELEPHONE	---T---
OVERHEAD TRANSMISSION LINES	---OH---
ELECTRIC	---E---
CABLE TELEVISION	---TV---
FIBER OPTIC	---FO---
SANITARY SEWER	---SAN---
STORM SEWER	---SS---
ELECTRIC TOWER	

CONVENTIONAL ABBREVIATIONS

ACCESS RIGHTS	AR	POINT OF COMPOUND CURVE	PCC
ACRES	AC	POINT OF INTERSECTION	PI
AHEAD	AH	PROPERTY LINE	PL
ALUMINUM	ALUM	RECORDED AS	(100')
AND OTHERS	ET AL	REEL / IMAGE	R/I
BACK	BK	REFERENCE LINE	R/L
BLOCK	BLK	REMAINING	REM
CENTERLINE	C/L	RESTRICTIVE DEVELOPMENT	RDE
CERTIFIED SURVEY MAP	CSM	EASEMENT	
CONCRETE	CONC	RIGHT	RT
COUNTY	CO	RIGHT OF WAY	R/W
COUNTY TRUNK HIGHWAY	CTH	SECTION	SEC
DISTANCE	DIST	SEPTIC VENT	SEPV
CORNER	COR	SQUARE FEET	SF
DOCUMENT NUMBER	DOC	STATE TRUNK HIGHWAY	STH
EASEMENT	EASE	STATION	STA
EXISTING	EX	TELEPHONE PEDESTAL	TP
GAS VALVE	GV	TEMPORARY LIMITED	TLE
GRID NORTH	GN	EASEMENT	
HIGHWAY EASEMENT	HE	TRANSPORTATION PROJECT PLAT	TPP
IDENTIFICATION	ID	UNITED STATES HIGHWAY	USH
LAND CONTRACT	LC	VOLUME	V
LEFT	LT		
MONUMENT	MON		
NATIONAL GEODETIC SURVEY	NGS		
NUMBER	NO		
OUTLOT	OL		
PAGE	P		
POINT OF TANGENCY	PT		
PERMANENT LIMITED EASEMENT	PLE		
POINT OF BEGINNING	POB		
POINT OF CURVATURE	PC		

CURVE DATA ABBREVIATIONS

LONG CHORD	LCH
LONG CHORD BEARING	LCB
RADIUS	R
DEGREE OF CURVE	D
CENTRAL ANGLE	Δ/DELTA
LENGTH OF CURVE	L
TANGENT	T
DIRECTION AHEAD	DA
DIRECTION BACK	DB

NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), MARATHON COUNTY, NAD83 (2025)IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY ¾" X 24" IRON REBARS), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

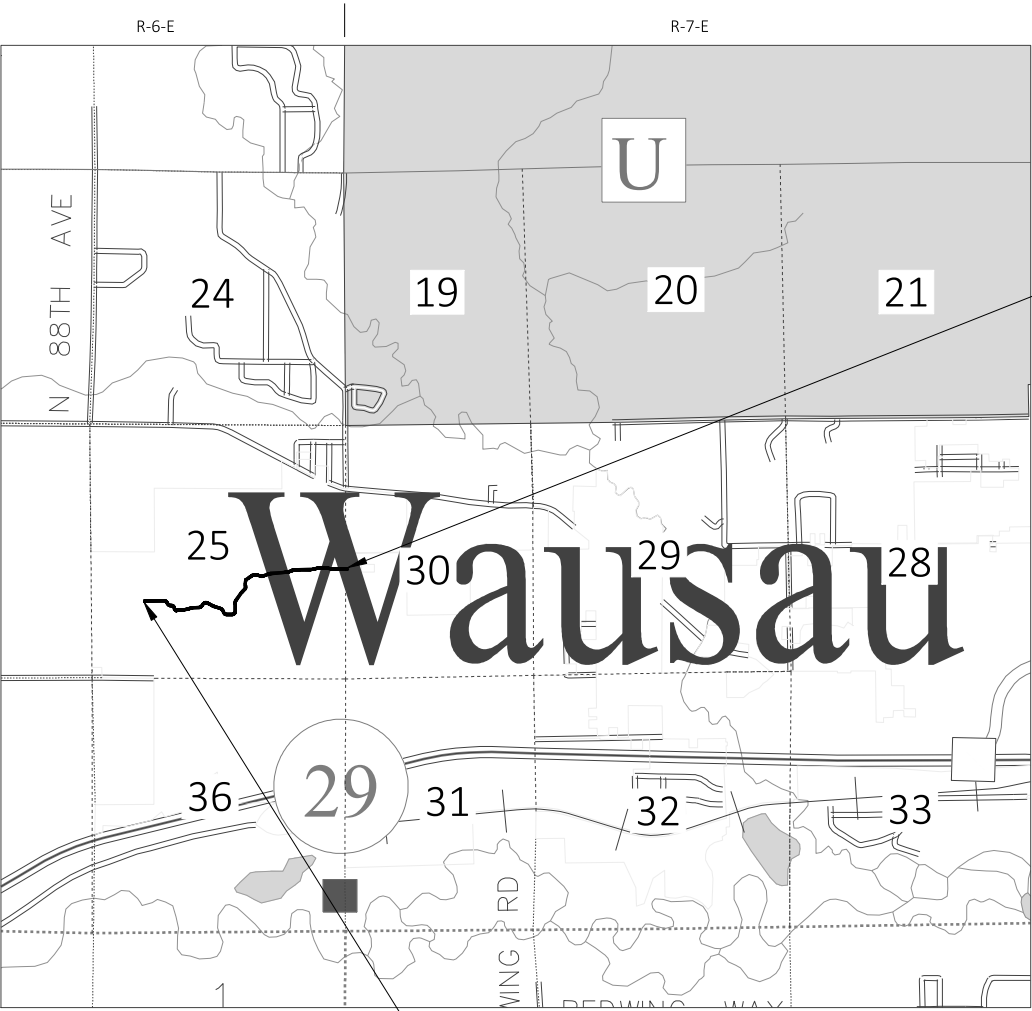
DIMENSIONING FOR THE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PERPENDICULAR TO THE NEW REFERENCE LINES.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS" OF PUBLIC RECORD.

FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE PLANNING UNIT OF THE CITY OF WAUSAU.

PARCEL AND UTILITY IDENTIFICATION NUMBERS MAY NOT POINT TO ALL AREAS OF ACQUISITION, AS NOTED ON THE DETAIL PAGES.

INFORMATION FOR THE BASIS OF EXISTING HIGHWAY RIGHT-OF-WAY POINTS OF REFERENCE AND ACCESS CONTROL ARE LISTED ON THE DETAIL PAGES.



END RELOCATION ORDER
STA. 60+81.66
Y = 203,936.126
X = 256,164.911

340.27 FEET SOUTH AND
43.03 FEET EAST OF THE
EAST QUARTER CORNER OF
SECTION 25, T-29-N, R-6-E,
CITY OF WAUSAU, MARATHON
COUNTY, WI

BEGIN RELOCATION ORDER
STA. 10+00.00
Y = 203,263.783
X = 251,917.688

1608.85 FEET NORTH AND
1557.77 FEET WEST OF THE
SOUTH QUARTER CORNER OF
SECTION 25, T-29-N, R-6-E,
CITY OF WAUSAU, MARATHON
COUNTY, WI

LAYOUT
SCALE 0 4000
TOTAL NET LENGTH OF CENTERLINE = 5081.67'

R/W PROJECT NUMBER 6999-18-11	SHEET NUMBER 1	TOTAL SHEETS 2
MSA PROJECT NUMBER 02013055		
PLAT OF RIGHT OF WAY REQUIRED FOR BUSINESS CAMPUS TRAIL E-W CONNECTOR S84TH AVE TO S 72ND AVE		
BUSINESS CAMPUS TRAIL	MARATHON COUNTY	
CONSTRUCTION PROJECT NUMBER 6999-18-11		



05/07/2025 (DATE)
Emily K. Pierce (Professional Land Surveyor)



PROJECT LOCATION

THIS PLAT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY. DEEDS MUST BE CHECKED TO DETERMINE PROPERTY BOUNDARIES AND ACCESS RIGHTS.

REVISION DATE	CITY OF WAUSAU DEPARTMENT OF ENGINEERING
	APPROVED FOR THE DEPARTMENT
	DATE: _____ (Signature)

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE

Approving Amendment to Fleet Safety Policy.

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 25-0519

Date Introduced: May 27, 2025

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau's Fleet Safety Program is intended to provide City of Wausau employees with convenient access to the operating policies and practices of the City,

WHEREAS, the City of Wausau is dedicated to maintaining up-to-date and accurate policies and procedures and,

WHEREAS, The City of Wausau is committed to providing a safe and healthy work environment,

WHEREAS, the City of Wausau's goal is to prevent vehicle accidents and promote safe driving practices while maintaining the City of Wausau's vehicles and heavy equipment in proper operating condition,

WHEREAS, this Fleet Safety Policy must be followed by all employees and,

WHEREAS, your Human Resources Committee has reviewed and approved the recommendation to approve the amended Fleet Safety Policy and,

BE IT RESOLVED by the Common Council of the City of Wausau that the Fleet Safety Policy will be updated to reflect these changes upon action of this Council.

Approved:

Doug Diny, Mayor

DRAFT

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: May 12, 2025, at 5:00 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney (C), Terry Kilian (VC), Gary Gisselman, Michael Martens,
MEMBERS ABSENT: Vicki Tierney
Also Present: Mayor Diny, Lisa Nowak, Dust Kraege, Kaitlyn Bernarde, Matthew Barnes

Discussion and Possible Action to Amend the Fleet Safety Policy.

Dustin Kraege explained that they have inspection cards in all the fleet vehicles. Since the fleet has newer vehicles, Kraege said that filling out inspection cards for the light fleet vehicles that don't fall under the requirement of having a commercial driver's license to use, they would like to remove the inspection cards from these vehicles. The employees will still need to do safety checks to make sure the vehicle is safe to drive.

Kilian questioned removing the language of the supervisor conducting annual and random license checks. Kraege said that he removed this language because Human Resources does annual license checks with the Clearinghouse and also reports any changes received to the supervisor; this is not done by Public Works. Employees are still required to notify their supervisor of any changes.

Motion by Martens to approve the amendments to the Fleet Safety Policy. Second by Gisselman. All ayes. Motion passed 4-0.

Human Resource Committee Packet

May 12, 2025

Agenda Item
Discussion and Possible Action amending the Fleet Safety Policy.
Background
Eric Lindman Director of Public Works has requested modifications to the Fleet Safety Policy. A discussion was held regarding non-dot vehicles' need for pre and post trips. It was determined that pre and post trips inspections are not warranted due to the newer age of these vehicles. Employees will still be responsible for checking vehicles for leaks, lights, and tires however, employees will not be required to record information on a card. Employees who are alerted via the vehicle system or by visual inspection will be required to notify the Fleet division of need for repair.
Fiscal Impact
None.
Staff Recommendation
Approve the amendments to the Fleet Safety Policy.
Staff contact: Anne Keenan 715-261-6632



Human Resources Department
407 Grant Street · Wausau WI 54403
Phone 715-261-6630

POLICY **draft**

DATE: **TBD**
TITLE: Fleet Safety Policy
ISSUER: Human Resources
COVERAGE: All employees
AUTHORITY: Risk Management Committee
DURATION: **Indefinite, review in 2023**

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POLICY

The City of Wausau is committed to providing a safe and healthy work environment for all our employees. In addition, the City of Wausau's goal is to comply with the OSHA SEC 5 (a) (1) General Duty Clause incorporated by reference in SPS 332 for Public Employee Safety and Health.

The purpose of the fleet safety policy is to prevent vehicle accidents and promote safe driving practices while maintaining the City of Wausau's vehicles and heavy equipment in proper operating condition. This Fleet Safety Policy also serves as the uniform best practice standard governing the privilege of operating the City of Wausau vehicles and/or heavy equipment within the scope of employment.

This Fleet Safety Policy applies to all City of Wausau full-time, part-time, and seasonal employees operating city owned vehicles or equipment. In addition to the provisions of this policy, all employees are required to comply with applicable Federal and Wisconsin DOT motor vehicle, local traffic laws, the established City of Wausau driving safety work rules, best practices and procedures.

RESPONSIBILITIES

Department Heads have the responsibility to implement the adopted Fleet Safety Policy and the overall Fleet Safety Program.

1. Direct all supervisors and employees to endorse and comply with the adopted policy and program components.
2. Identify and set fleet safety goals and priorities.
3. Provide appropriate safety and financial resources.
4. Provide support and interest in the Fleet Safety Program.

Supervisors and Crew Leaders have their responsibilities listed below.

1. Provide training to employees so that they are fully qualified to drive and maintain fleet vehicles and heavy equipment.
2. Ensure the safe operation of fleet vehicles in compliance with the overall Fleet Safety Program requirements.
3. Enforce the established Fleet Safety Policy's driving work rules, procedures, policies and best practices.
4. Thoroughly investigate all vehicles accidents.
5. Demonstrate support and interest in the Fleet Safety Program.
- ~~6. Conduct both annual and random license checks.~~

Employees will be responsible for following the below listed items.

Comply with the directives of this Fleet Safety Policy and overall Fleet Safety Program.

1. Apply their education and training to the safe operation of City vehicles and heavy equipment.
2. Employees will immediately report any changes to the status of their driver's license to their immediate supervisor.
3. Conduct and document, when necessary, all required ~~pre-trip~~ inspections and preventative maintenance on assigned city vehicles and heavy equipment.
4. Employees will complete all required inspection and maintenance forms.
5. Report unsafe conditions and/or mechanical defects.

6. Report all accidents immediately and complete the accident report.

The Fleet Maintenance Manager is responsible for the items listed below.

1. Develop, schedule and ensure implementation of the City of Wausau preventative maintenance program on all vehicles and heavy equipment.
2. Prepare specifications for purchased or leased vehicles and heavy equipment, owned by Fleet, ~~that include maximum~~ incorporating safety features.
3. Assist in the development of fleet safety rules, best practices, procedures and policies.
4. Supervise the activities of the maintenance staff to ensure quality maintenance.
5. Assist in providing training on preventative maintenance, inspection techniques, and best practices.

The Fleet Safety Committee is responsible for the items listed.

1. Maintain fleet safety accident-related records and statistics that promote safe and defensive driving.
2. Obtain literature, posters, films, videos and any other education and training aids that can be used as part of the overall Fleet Safety Program to support best practices.
- ~~3. Assist in the coordination of established driver incentive and recognition programs and distribution of program's awards.~~
4. Conduct an accident review on questionable cases to establish accident preventability or non-preventability.
5. Recommend and support post-accident opportunities for improvement.

PERSONNEL USE OF CITY OWNED VEHICLES

The Department Head or immediate supervisor may grant the use of a City vehicle. This City vehicle may be driven to and from home when the work assignment dictates the need for the vehicle and the use in accordance with the City's take home Vehicle Policy.

Personal use of City owned vehicles is generally not allowed. Any exception would have to be approved of in advance by your immediate supervisor or Department Head. Once the vehicle has reached the individuals home, it shall not be used for other personal use.

Personal mileage should accumulate only during trips to and from work. All personal mileage has to be reported and is used to calculate the employee benefit amount pursuant to the IRS regulations. A personal vehicle mileage form should be completed monthly and submitted no later than the fifth workday of the following month to the Finance Department.

USE OF PERSONAL VEHICLES ON CITY OF WAUSAU BUSINESS

An employee must comply with the following stipulations in order to continue to operate their personal vehicle on City of Wausau business.

1. Prior approval from the employee's Department Head. The employee and their supervisor must make a formal request and show compliance with the requirements.

2. Proof of Insurance; the minimum acceptable liability insurance limits are \$250,000 for bodily injury or death of one person, \$500,000 for bodily injury or death of two or more people and \$100,000 for property damage per incident. Additionally, uninsured and underinsured motorist coverage each with minimum limits of \$100,000/\$300,000 for bodily injury coverage is required. A copy of this document or a current auto insurance card must be kept in the vehicle being used. Any additional costs or charges to comply with these requirements shall be the employee's responsibility. Failure to maintain required insurance as described above will result in the loss of personal vehicle use for City business which may affect your overall employment status.
3. Motorcycles and/or mopeds are not acceptable and cannot be used to conduct City of Wausau business and are not eligible for mileage reimbursement.
4. If an employee's regular vehicle is out of service or otherwise unavailable, it is the employee's responsibility to provide an alternate vehicle.
5. Employees required to provide their own vehicle will be reimbursed on a per mile basis at a rate that is determined by the City. All maintenance, operation, insurance and other vehicle expenses are the responsibility of the employee. It is also the employee's responsibility to maintain their personal vehicle in such a manner as to ensure safe operations. The employee's insurance shall be considered primary.
6. It is the employee's responsibility to inform their insurer of the circumstances under which the vehicle is operated for City of Wausau business.
7. Employees who work in the Assessment Department and receive a monthly auto allowance are required to submit a mileage reimbursement form on a monthly basis. The City of Wausau form must be completely filled out following the adopted procedures. The mileage reimbursement forms are subject to audit. The provision of the Fleet Safety Policy shall apply whether or not an employee seeks reimbursement for the use of a non-city vehicle.
8. Any loss or restriction of driving privileges during the employee's incumbency must be immediately reported to their immediate supervisor. Failure to report a status change in licensing such as: restriction, suspension or revocation of driving privileges will result in disciplinary action up to and including termination of employment.
9. Failure to comply with the City of Wausau Fleet Safety Policy, losing driving privileges, or fraudulent reporting of vehicle use could result in disciplinary action up to and including the loss of privilege to operate a vehicle on City of Wausau business up to termination of employment. Appropriate disciplinary action will be determined on a case by case basis by the Human Resources Department.
10. The City of Wausau's Department Heads or designees will review the driving records of all employees that are required to drive in the course of their employment on a periodic basis.

FLEET SAFETY DRIVING RULES AND BEST PRACTICES

Pre-Employment Driving Standards

The following driving standards will be uniformly applied by the City of Wausau prior to an offer of employment. These driving standards are subject to change at any time at the discretion of the City of Wausau. A copy of the applicant's driving record will be obtained from the WI DOT-MV. The following

driving standards will apply in order to meet the minimum requirements for employment with the City of Wausau for a position that requires the operation of a motor vehicle.

Applicants must possess and produce a valid Wisconsin Driver's License which meets the required classification (i.e. Class A, B, C, D, or M) before an offer of employment can be made. In the case of an out-of-state applicant, the offer can be made contingent upon obtaining the appropriate Wisconsin Driver's License prior to starting employment.

Applicants, for certain positions that require a CDL, shall possess a valid Wisconsin DOT-MV-CDL with the appropriate classification, endorsements, and without an air brake restriction upon hire or within the timeframe as specified in the job description.

Driver Orientation and Training

Orientation and training ~~assures that helps new employees have the knowledge and skills necessary to perform the job according to city policy and meet expectations. in the manner expected, as well as to review the City of Wausau's policies and practices.~~ The orientation type and amount of training ~~that is needed~~ will vary directly with the complexity of the job assignments, and the knowledge and experience level of the ~~new~~ employee.

Immediate supervisors, or designated trainers, are responsible for orientation and training both new and current employees regarding ~~the proper use,~~ maintenance and operation of City of Wausau vehicles and heavy equipment. ~~The following components shall be covered during the employee's orientation. This orientation activity must be documented and filed to verify successful completion.~~

~~Following the orientation, the supervisor, or designated trainer shall conduct a road test for the purpose of verifying the employee's skill and ability to operate the vehicle and/or heavy equipment in a safe and competent manner. The road test shall include a review of the employee's ability to operate the vehicle and/or heavy equipment controls and attachments. All road tests should be conducted on pre-determined routes that include a variety of job-related driving and operating conditions.~~

In addition, the City of Wausau will provide on-going training programs which address the knowledge and skills necessary for ~~all~~ employees to perform in a satisfactory and safe manner. ~~, and will attempt to bridge the gap between the employee's existing level of knowledge and that required for the job.~~

Accident Reporting Procedure

Employees involved in an accident with a City of Wausau owned or leased fleet vehicle or personal use vehicle while on City business shall follow these steps.

1. Stop immediately.
2. Take precautions to prevent further accidents.
3. Render reasonable assistance to injured persons.
4. Call for the assistance of the Police and advise the Police Department that it involves a City of Wausau vehicle or equipment. The Police Department must be contacted in all accidents exceeding \$1,000 in damage, any damage to private property, or resulting in injury.

5. Provide all information requested by the Police.
6. Exchange names, addresses, telephone numbers, vehicle license plate numbers, insurance information, and driver's license information with the other party involved in the accident.
7. Report the accident to your supervisor at once.
8. Wait for the City of Wausau representative to arrive at the accident scene. If required, the City of Wausau representative will take the employee for drug and alcohol testing.
9. The employee who was driving the vehicle or piece of heavy equipment shall complete and submit the City of Wausau accident report form within 24 hours for their supervisor's review.

Employees should not discuss the accident with anyone other than a representative from the City of Wausau, or the Police Department. Employees should not apologize, admit guilt, or indicate that the City of Wausau will take responsibility or will pay any accident-related bills. If a citizen wishes to file a claim against the City of Wausau they should be referred to the City of Wausau Attorney's office at 715-261-6590.

Accident Review Procedure

The Fleet Safety Committee shall review all accidents and incidents involving City of Wausau vehicles and/or heavy equipment and determine if it was preventable or non-preventable. The National Safety Council defines a preventable collision as one in which the driver failed to do everything that they reasonably could have done to avoid it.

The review guidelines used to make the determination are based on the Vehicle Accident Causal Factors from the National Safety Council located in Appendix B.

1. An accident shall be judged preventable if the driver "failed to exercise every reasonable precaution" to avert the accident.
2. A thorough investigation and review of the accident report, employee's driving record, driver statements, witness statements, and any supplemental information (i.e. drawings, etc.) shall be determining factors.
3. Admission of "fault" by either driver, "blame placing" by another, mechanical failure, cost of repairs and damages, or other such factors are not definitive considerations in determining whether an accident is preventable.
4. The employee shall be given written notification of the determination.
5. The notification shall include the employee's accident history for the previous two years.
6. A copy of the notification shall be sent to the employee and their supervisor/department head.
7. The employee can appeal the determination.
8. The employee can file a request for review in the form of a letter to the chairperson of the Fleet Safety Committee.
9. The Fleet Safety Committee will only review appeals on accident classifications that are made within thirty days of the determination notification to the employee.
10. The Fleet Safety Committee shall conduct a review of the accident and give a final determination in writing to both the employee and the employee's supervisor/department or division head.

Possible disciplinary action may be warranted based on the employee's past driving record, current work record, and the severity of the accident. However, any potential disciplinary action must be in accordance with applicable City of Wausau labor agreements and/or established personnel policies.

Vehicle and Heavy Equipment Maintenance ~~and Care~~

It is the responsibility of the Fleet Manager to ensure that all City of Wausau ~~Fleet owned or leased~~ vehicles and heavy equipment, ~~except water and wastewater vehicles and equipment, that~~ are maintained ~~according to manufacturer recommendations or best practices, by the DPW Fleet Manager are in proper working condition.~~ The Water and Wastewater Utility Superintendents shall make sure water and wastewater utility vehicles and equipment are safe and in proper working condition. ~~The immediate supervisor shall ensure that a written orientation and training program is developed for vehicles and heavy equipment in the respective department.~~ Routine checklists shall be developed and used for all required vehicles and heavy equipment as required by law or determined by department head.

Employees who operate a City of Wausau vehicle(s) ~~and/or piece of~~ heavy equipment, are responsible for ~~the its safety and serviceability. It is the responsibility of the employee operating the vehicle or equipment to notify the fleet division of any safety or serviceability issues so they may be addressed properly. daily inspection of the vehicle and/or heavy equipment and completing the required forms.~~ If an employee is unfamiliar with the operation or maintenance of a vehicle or piece of heavy equipment, it is their responsibility to request information and instructions on the proper procedures from their immediate supervisor.

Vehicle Emergency Breakdown Procedure

Employees are responsible for following the breakdown procedures whenever a vehicle becomes disabled in a public roadway.

1. Get completely off the traveled roadway. Avoid curves, hills or where the view may be obstructed.
2. Shut down the vehicle.
3. Set the parking brake to prevent movement.
4. Turn on the 4-way flasher. If reflective triangles are available, set them near the vehicle and at approximately 100' to warn approaching traffic.
5. Call for assistance.
6. Stay in and with the vehicle.

Fleet Safety Equipment and Supplies

The City of Wausau will consider and make efforts to upgrade safety features when developing specifications for the purchase/lease of automobiles, vans, light trucks, medium trucks, heavy trucks, motorcycles, mopeds, specialty vehicles and heavy equipment. The following items will be considered where available, practical and functional to enhance safety and protection.

All Vehicles

- Additional or upgraded right-side mirror where possible.
- Wiring for hands-off 2-way radio or cellular phone use where possible.
- Daytime running lights.
- Anti-lock brakes, where possible.
- Ergonomic seats (adjustable, lumbar support).
- Passive restraint system, where possible.

Trucks and Commercial Trailers

- Liberal use of reflective tape for improved visibility.
- Work lights for hookup or cargo loading in the dark.
- Upgraded steps and grab rails on cabs, rear panels and trailers.
- Rear-view vision systems.
- Convex mirrors mounted at front and rear of vehicle.
- Bulkheads to protect employees from shifting cargo.
- Side racks and equipment boxes.
- Hydraulic tailgate lifts.
- Walk-up ramps.
- Hazard lights (strobe, rotational) or light bars.
- Back-up alarm devices.

Emergency Equipment and Supplies

Supervisors and employees are required to maintain and ensure that all commercial vehicles (CDL) are carrying the following emergency equipment.

- Reflective triangles.
- Basic first aid kit.
- Small multi-purpose dry fire extinguisher.
- Vehicle “Glove-Box” accident reporting kit (Proof of Insurance, vehicle and trailer registration cards, accident report form, and witness cards).

Employees are expected to don PPE when required or requested by management. The safety equipment could include: helmets, glasses, gloves, specialized padding etc...

~~In addition, all vehicle and trailer combination units must carry a minimum of 5 traffic cones for use in establishing a minimum tapered work zone when loading and unloading trailers, or abandoning a trailer on public roadways or in the parking lots.~~

POLICY REVIEW

This policy will be reviewed on an annual basis by the Fleet Safety Committee for any changes in applicable safety standards, operational procedures, or safe practices that have occurred will be incorporated to ensure compliance.

FLEET SAFETY DRIVING RULES AND BEST PRACTICES

The operation of The City of Wausau owned or leased vehicles and/or heavy equipment is a privilege which may be withdrawn at any time at the sole discretion of the City of Wausau. An employee must comply with the following fleet safety driving rules and best practices in order to continue this granted privilege to operate vehicles and heavy equipment:

1. Maintain an approved and valid WI DOT-MV driver's license with the applicable classifications and endorsements at all times. Any loss or restriction of driving privileges during the employee's incumbency must be immediately reported to their immediate supervisor. Failure to report a status change in licensing such as: restriction, suspension or revocation of driving privileges will result in disciplinary action up to and including termination of employment.
2. Maintain a satisfactory driving record both on and off the job. The City of Wausau's Human Resources Department will be reviewing driver records on a random basis.
3. Employees are required to obey all Federal DOT, Wisconsin DOT-MV, local and City of Wausau traffic regulations.
4. Seat belts and shoulder harnesses shall be worn while operating or riding in City of Wausau owned/leased commercial and fleet vehicles, personal vehicles while on duty, and when operation heavy equipment that has been equipped with a manufacturer's installed seat belt and rollover protection (ROP) feature. Inoperative or missing seat belts and/or harnesses shall immediately be reported to the immediate supervisor. The vehicle or equipment shall not be operated until the repairs have been made.
5. Employees who operate fleet automobiles, motorcycles, mopeds, and light trucks, ~~and medium trucks shall conduct a quick visual pre-trip inspection of the and have an approved inspection waiver on file, are responsible for the safety and serviceability of that vehicle. tires, brakes, headlights, taillights, directional lights, 4-way flashers, wipers, heater, and defroster on the vehicle prior to operating.~~
6. Employees who operate commercial vehicles or other vehicles and equipment established by the division/department, shall conduct and document all the required "Pre-Trip Inspections" ~~prior to operating on public roadways~~ as required by Federal or State DOT regulations or department policy.
7. Individuals not employed by the City of Wausau are not permitted as passengers in fleet vehicles unless authorized by a supervisor or manager.
8. While fueling fleet vehicles and/or heavy equipment employees need to follow safety procedures.
 - a. Smoking is prohibited within 25' while fueling.

- b. Engines shall be turned off during the fueling operation. Leaving the vehicle unattended while fueling is prohibited. (Transit will follow Transit Fueling Policy.)
 - c. Using an unauthorized object to “lock the nozzle” on a fuel pump nozzle while fueling is prohibited.
 - d. Fuel leaks and/or spills (gasoline, diesel fuel, and hydraulic oil) over one gallon shall be reported immediately to the Fleet Manager so that an internal spill report can be completed.
 - e. Using a cell phone while pumping fuel is prohibited.
- 9. Non-emergency vehicles are prohibited from parking in fire lanes or in front of fire hydrants while on job sites.
- 10. ~~Traffic cones are to be used as a warning and control measure for crews and vehicular traffic. Traffic cones should be placed at the vehicle and trailer corners when parked on public roadways, in public parking lots, busy job sites and narrow residential streets to create a safe work zone area.~~
- 11. Report any fleet vehicle and heavy equipment mechanical problems immediately. Never drive a fleet vehicle and/or operate heavy equipment that does not appear safe.
- 12. Protective guards, deflectors and shields shall be in place before starting and operating any heavy equipment.
- 13. Heavy equipment shall be properly maintained and inspected prior to each use.
- 14. Employees shall be properly trained on specialty and heavy equipment prior to its use.
- 15. Always use metal vehicle jack stands when you are working under a raised vehicle. Use safety blocks to secure the body of a vehicle in a raised position. Never exceed the rated capacity of jack stands.
- 16. The “3-Point Contact” concept shall be used when mounting and dismounting commercial vehicles, large specialty equipment, and heavy equipment. Jumping off vehicles and heavy equipment is prohibited.
- 17. Employees are not allowed to tamper, over-ride or disconnect any manufacturer installed safety feature devices.
- 18. All heavy or specialty equipment shall be turned off under the following field conditions.
 - a. Changing attachments.
 - b. Manually loading or unloading equipment.
 - c. Adjusting attachments.
 - d. In proximity to the general public.
- 19. Vehicle interiors are to be kept clean and free of rubbish.
- 20. Use of any tobacco/e-cigarette product in a City owned vehicle is prohibited.
- 21. Excess material and debris shall be cleaned off after trailers and trucks are loaded prior to moving (i.e. trailer wheel fenders, bumpers, side panels, truck bed ledges, etc.).
- 22. Riders and/or passengers are not allowed on heavy equipment while it is moving.
- 23. Vehicle and equipment steps, platforms, and deck plates shall be kept clear of grease, oil, ice and mud.
- 24. Ensure vehicle and/or vehicle trailer combination do not exceed maximum allowed height, width, or length per DOT regulations (width – 102 inches, height 13.5 feet, length 45 feet-single vehicle or 70 feet two vehicle combination).
- 25. Loading and unloading trailers.
 - a. Loading and unloading of heavy or specialty equipment on trailers shall be done on a level surface area.

- b. Equipment over 10,000 pounds shall be chained down with chains meeting grade 70 transport chain specifications.
 - c. Equipment and materials shall be properly restrained from movement in all directions.
 - d. The “4-Point Tie Down” practice and application of the emergency brake shall be done when transporting large riding landscape and construction-type equipment on trailers. The combined strength of all cargo tie-downs (straps, chain, ropes, and tension devices) must be strong enough to lift half the weight of the piece of cargo tied down.
 - e. For every 10 feet of load you must have the appropriate securement to hold the load in place.
 - f. Cargo on trailers shall not exceed the load capacity of the trailer.
 - g. Equipment attachments shall be lowered and secured on trailers while transporting.
 - h. Ensure tailgates and sides of the vehicle and trailer are free of dirt, gravel, and mud prior to traveling on the roadway.
 - i. Follow DOT Section 393 and current Subpart for proper cargo securement practices. The can be found in the Cargo Securement Handbook or Federal Motor Carrier Safety Regulations handbook.
26. The use of a cell phone, other electronic device, texting, or other distracting activity is prohibited while driving. The driver must pull off the roadway, out of traffic and stop the vehicle, to use such devices. Exceptions to this rule include: the operator of a Police or Fire vehicle when necessary in performance of official duties, when using a hands free device, the use of a City authorized two-way radio, traffic message boards, and sander/salter/plow controls. GPS units shall be programmed prior to departure.

PREVENTABLE AND NON-REVENTABLE ACCIDENT CRITERIA

For purposes of determining a driver's responsibility for safe driving, it is not enough to ascertain that they were not in violation of any traffic law or regulation. Drivers must drive in such a way that they commit no errors themselves. Drivers should control their vehicle to make due allowance for conditions of road, weather, and traffic so that mistakes of other drivers do not involve themselves in an accident.

A driver should not confuse preventability with chargeability. Preventability is what the driver should have done to avoid all accidents, with very few exceptions, in spite of weather, road, and traffic conditions, and regardless of what the other driver's action are. Chargeability is the action taken by the policing department, and normally determines the blame for the accident.

Accidents may be preventable if:

- Driver was not operating at a speed consistent with the existing conditions of road, weather and traffic.
- Driver failed to control speed so that they could stop within assured clear distance.
- Driver misjudged available clearance.
- Driver failed to yield right-of-way to avoid accident.
- Driver was in violation of any applicable traffic laws or ordinances.

All of CVMIC's members are committed to a fair and equitable treatment of their drivers. This commitment includes fair judging of preventability in all vehicle accidents. Determining preventability is essential to the creditability of the city's fleet safety effort and driver recognition and corrective action/disciplinary programs.

The below expanded National Safety Council guide, while it is designed to assist in determining the preventability of accidents, does not list every factor that may be involved in a given accident. It does cover the most common aspects of the principle causes of accidents and, as such, it can serve as a general guide when reviewing accidents.

VEHICLE ACCIDENT CAUSAL FACTORS

Struck in Rear by Other Vehicle

Non-Preventable if:

- Driver's vehicle was legally and properly parked.
- Driver was proceeding in own lane of traffic at a safe and lawful speed.
- Driver was stopped in traffic due to existing conditions or was stopped in compliance with traffic sign or signal or the directions of a police officer or other person.
- Driver was in proper lane, stopped and waiting to make turn.

Preventable if:

- Driver was passing slower traffic near an intersection and had to make sudden stop.
- Driver made sudden stop to park, load or unload.
- Driver's vehicle was improperly parked.
- Driver rolled back into vehicle behind.

Struck While Parked

Non-Preventable if:

- Driver was properly parked in a location where parking was permitted.
- Vehicle was protected by emergency warning devices as required by federal and state regulations, or if driver was in process of setting out or retrieving signals.

Accidents at Intersection

A driver has the responsibility to approach, enter and cross intersections prepared to avoid accidents that might occur through the action of other motorists. Complex traffic movement, blind intersections, or failure of the "other motorist" to conform to the traffic control device motor vehicle laws will not automatically discharge an accident as "non-preventable". Failure to take precautionary measures prior to entering the intersection are factors to be studied in making a decision.

Preventable if:

- Driver failed to control speed so that he could stop within available sight distance.
- Driver failed to check cross-traffic and wait for it to clear before entering intersection.
- Driver pulled out from side street in the face of oncoming traffic.
- Driver collided with person, vehicle or object while making right or left turn.
- Driver, going straight through an intersection, collided with another vehicle making a turn.

Striking Other Vehicle in Rear

Regardless of the abrupt or unexpected stop for the vehicle ahead, the City of Wausau driver can prevent front-end collisions by maintaining a safe following distance at all times. This includes being prepared for possible obstructions on the highway or streets, either in plain view or hidden by the crest of a hill or the curve of a roadway.

Preventable if:

- Driver failed to maintain safe following distance and have vehicle under control.
- Driver failed to keep alert to traffic conditions and note slow-down.
- Driver failed to determine whether vehicle ahead was moving slowly, stopped or slowing down for any reason.

- Driver misjudged rate of overtaking.
- Driver came too close before pulling out to pass.
- Driver failed to wait for car ahead to move into the clear before starting up.
- Driver failed to leave sufficient room for passing vehicle to get safely back in line.

Sideswiped and Head-On Collisions

Collisions with fixed objects may be preventable. They usually involve failure to check or properly judge clearances. Unfamiliar streets or new traffic situations on regularly traveled routes are not, in themselves, valid reasons for excusing a driver from being involved in an accident. The City driver must be constantly on the lookout for such conditions and make the necessary allowances.

Preventable if:

- Driver was not entirely in the proper lane of travel.
- Driver did not pull to the right and slow down and stop for vehicle encroaching on own lane of travel when such action could have been taken without additional danger.

Squeeze Plays and Shutouts

Preventable if:

- Driver failed to yield right of way to avoid an accident.

Backing Accident

Practically all backing accidents are preventable. A City of Wausau driver is not relieved of their responsibility to back safely when a “spotter” is available for the backing maneuver.

Preventable if:

- Driver backed vehicle, causing accident, when such backing could have been avoided.
- Driver failed to get out of vehicle and check proposed path of backward travel.
- Driver failed to use a “spotter” if driver was in a position where the mirrors failed to show the hazard.

Accidents Involving Grade Crossings

Collisions with trains occurring at grade crossing in traffic, or on private property are the responsibility of the City driver to prevent.

Preventable if:

- Driver attempted to cross tracks directly ahead of train or streetcar.
- Driver ran into side of train or streetcar.
- Driver stopped on or parked too close to tracks.

Accidents While Passing

Failure to pass safely indicates faulty judgement and the possible failure to consider one or more of the important factors a driver must observe before attempting the passing maneuver.

Preventable if:

- Driver passed when view of road ahead was obstructed by hill, curve, vegetation, traffic, adverse weather condition, etc.
- Driver attempted to pass in the face of closely approaching traffic.
- Driver failed to warn the driver of the vehicle being passed.
- Driver failed to signal change of lanes.
- Driver pulled out in front of other traffic overtaking from rear.
- Driver cut-in short returning to right lane.

Accidents While Being Passed

Preventable if:

- Driver failed to stay in own lane, or hold or reduce speed to permit safe passing.

Accidents While Entering Traffic Stream

Accidents involving traffic originating from alleys, driveways, street entrances, and other special intersection locations should be carefully analyzed to determine what measures the City driver might have taken to avoid the occurrence.

Preventable if:

- Driver failed to signal when pulling out from curb.
- Driver failed to check traffic before pulling out from curb.
- Driver failed to look back to check traffic if driver was in position where mirrors did not show traffic conditions.
- Driver attempted to pull out in a manner that forces other vehicle(s) to change speed or direction.
- Driver failed to make full stop before entering from side-street, alley or driveway.
- Driver failed to make full stop before crossing sidewalk.
- Driver failed to yield right-of-way to approaching traffic.

Pedestrian Accidents

Preventable if:

- Driver did not reduce speed in area of heavy pedestrian traffic.
- Driver was not prepared to stop.
- Driver failed to yield right of way to pedestrian.

Mechanical Defects Accident

Preventable if:

- Defect was of a type which the driver should have detected in making pre-trip or in-route inspection of the vehicle.

- Defect was a type which the driver should have detected during the normal operation of the vehicle.

All Types of Accidents

Preventable if:

- Driver was not operating at a speed consistent with existing conditions of the road, weather, and traffic.
- Driver failed to control speed to be able to stop within assured clear distance.
- Driver misjudged available clearance.
- Driver failed to yield right of way to avoid accident.
- Driver failed to accurately observe existing conditions and drive in accordance with those conditions.
- Driver was in violation of City operating rules or special instructions, the regulations of any federal or state regulatory agency, or any applicable traffic laws or ordinances.

Defensive Drivers

Drivers make no driving errors themselves and make allowances for the lack of skill or improper driving practices of the other motorist. They adjust their own driving to compensate for unusual weather, road, traffic conditions, and are not coerced into an accident by the unsafe actions of pedestrians and other motorists. By being alert to accident-inducing situations, the defensive drivers recognize the need for preventive action in advance and take the necessary precaution to prevent the accident. As defensive drivers, they sense the necessary precautions must be taken to prevent an accident. Most importantly, they know when it's necessary to slow down, stop, or yield their right-of-way to avoid involvement.

The absence of any violation does not make the accident non-preventable while evidence of a violation of the law is a clear-cut indication that the accident was preventable. There are many steps that the driver can take to avoid an accident which are beyond the requirements of the law. A Fleet Safety Committee should determine whether the driver could have reasonably taken other actions that would have avoided the accident.

**IN VEHICLE REPORT FORM
ACCIDENT REPORTING PROCEDURE**

NAME _____ DATE _____ EQ# _____

1. Stop your vehicle at or near the crash site, so that it does not block traffic or cause another accident.
2. Turn off ignition and turn on emergency lighting.
3. Beware of down power lines and/or other oncoming traffic.
4. Inquire status of other vehicle occupant's injuries (if any).
5. Notify DPW – via radio- or call 715-261-6971. After 3:00 p.m. call 911 and report to supervisor as soon as possible.
 - a. Report location of accident (street or intersection)
 - b. Report of ambulance if required
 - c. State if you are involved in the accident
6. Provide information only to police officer:
 - a. Title registration/Insurance carrier form
 - b. Your license
 - c. Verbal statement on accident happenings
 - d. Witnesses if available; _____, _____
 - e. Time of day _____ (am/pm) Other Vehicle Injuries (yes/no)
 - f. Injuries to city employees (yes/no)
Names of the injured city employee(s) _____

Employees should not discuss the accident with anyone other than a representative from the City of Wausau, or the Police Department. Employees should not apologize, admit guilt, or indicate that the City of Wausau will take responsibility or will pay any accident-related bills. If a citizen wishes to file a claim against the City of Wausau they should be referred to the City of Wausau Customer Service Department at 715-261-6500.

Briefly Describe the Accident

Draw Accident Scene

RESOLUTION OF THE INFRASTRUCTURE & FACILITIES COMMITTEE

Approving Amendment to Temporary Lease Agreement with Woodson YMCA Foundation Inc. (Yawkey Park).

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 25-0521

Date Introduced: May 27, 2025

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, 2024, approved entering into a Temporary Lease Agreement with Woodson YMCA Foundation Inc. to lease a portion of Yawkey Park for the relocation of their outdoor childcare play area due to the expansion of The Landing; and

WHEREAS, the lease terminates on May 31, 2025 and the YMCA has requested to extend the lease to September 30, 2025 in order for the expansion to be completed; and

WHEREAS, your Infrastructure and Facilities Committee, on May 8, 2025, discussed and recommend approving the Amendment to Temporary Lease Agreement with Woodson YMCA Foundation Inc.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve the Amendment to Temporary Lease Agreement with Woodson YMCA Foundation Inc. and directs the proper city officials to execute the Amendment, which is attached hereto and incorporated herein by reference.

Approved:

Doug Diny, Mayor

FIRST AMENDMENT TO TEMPORARY LEASE AGREEMENT BETWEEN THE
CITY OF WAUSAU AND YMCA FOUNDATION INC.

This Amendment (“Amendment”) to the Temporary Lease Agreement between the City of Wausau, a municipal corporation of the State of Wisconsin (“CITY”) and YMCA Foundation Inc. (“YMCA”) is made this _____ day of May, 2025.

WHEREAS, the City of Wausau and YMCA Foundation Inc. entered into a Temporary Lease Agreement for the lease of a portion of Yawkey Park on September 25, 2024 (“Agreement”); and

WHEREAS, the Agreement terminates on May 31, 2025; and

WHEREAS, the YMCA wishes to extend the Agreement to September 30, 2025.

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

1. As to paragraph 2., the lease shall terminate on September 30, 2025.

To the extent not amended above, the remainder of the terms in the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF WAUSAU BY:

YMCA FOUNDATION INC. BY:

Doug Diny, Mayor

Bryan Bailey, President & CEO Wausau YMCA

Kaitlyn A. Bernarde, Clerk

INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting: May 8, 2025, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Tom Neal, Sarah Watson

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Dustin Kraege, Andrew Lynch, Randy Fifrick, Lori Wunsch, *Via Webex*: Nick Patterson – T. Wall Enterprises

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

Discussion and possible action approving Amendment to Temporary Lease Agreement with Woodson YMCA Foundation Inc. (Yawkey Park)

Neal moved to approve the extension as requested. Larson seconded and the motion passed 4-0.

Agenda Item No.

14

STAFF REPORT TO INFRASTRUCTURE & FACILITIES

COMMITTEE – May 8, 2025

AGENDA ITEM
Discussion and possible action approving Amendment to Temporary Lease Agreement with Woodson YMCA Foundation Inc. (Yawkey Park)
BACKGROUND
On September 25, 2025, the City and YMCA entered into an Agreement for Temporary Lease of a Portion of Yawkey Park for the relocation of their outdoor childcare play area. The relocation was necessary due to the expansion of The Landing. The lease terminates on May 31, 2025 and the YMCA is requesting to extend the lease to September 30, 2025 in order for the expansion to be completed.
FISCAL IMPACT
STAFF RECOMMENDATION
Staff recommends approval of the Amendment to the Temporary Lease Agreement.
Staff contact: Anne Jacobson



WOODSON YMCA

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

May 6, 2025

Dear City of Wausau Infrastructure and Facilities Committee,

The Woodson YMCA currently has a temporary lease of a portion of Yawkey Park for our licensed child care center. We are utilizing this portion of Yawkey Park for a temporary playground which is required by state law while The Landing Expansion project is taking place. We needed to relocate the east side playground because there is a safety issue of having children so close to the construction project.

This temporary lease is scheduled to terminate on May 31, 2025. We are requesting to expand the lease date for the portion of Yawkey Park an additional four months, until September 30, 2025. This would allow us to safely continue the expansion project and utilize the space on and near the playground. By September the new elevator will be in place and the new playground can safely be poured and put back in place.

Thank you for your current help and your consideration of this request.

Sincerely,

Bryan Bailey
President & CEO
Woodson YMCA

FIRST AMENDMENT TO TEMPORARY LEASE AGREEMENT BETWEEN THE
CITY OF WAUSAU AND YMCA FOUNDATION INC.

This Amendment ("Amendment") to the Temporary Lease Agreement between the City of Wausau, a municipal corporation of the State of Wisconsin ("CITY") and YMCA Foundation Inc. ("YMCA") is made this _____ day of May, 2025.

WHEREAS, the City of Wausau and YMCA Foundation Inc. entered into a Temporary Lease Agreement for the lease of a portion of Yawkey Park on September 25, 2024 ("Agreement"); and

WHEREAS, the Agreement terminates on May 31, 2025; and

WHEREAS, the YMCA wishes to extend the Agreement to September 30, 2025.

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

I. As to paragraph 2., the lease shall terminate on September 30, 2025.

To the extent not amended above, the remainder of the terms in the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF WAUSAU BY:

YMCA FOUNDATION INC. BY:

Doug Diny, Mayor

Bryan Bailey, President & CEO Wausau YMCA

Kaitlyn A. Bernarde, Clerk

**AGREEMENT FOR TEMPORARY LEASE OF A PORTION
OF
YAWKEY PARK**

THIS AGREEMENT, made this 25th day of September 2024, between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY," and Woodson YMCA Foundation Inc., hereinafter referred to as "YMCA";

WITNESSETH:

WHEREAS, CITY, is the owner of the park adjacent to the YMCA's property, in the City of Wausau; and

WHEREAS, YMCA wishes to lease a portion of the park, which is delineated on "Exhibit A" attached hereto and incorporated hereby reference and shall hereinafter be referred to as "LOT" to temporarily relocate their childcare facility, allowing YMCA to utilize the LOT for their childcare facility, and CITY will permit the lease of LOT, all upon certain terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. Except as hereinafter agreed, YMCA shall have the exclusive use of LOT for the provision of temporarily relocating their childcare facility; that in return, YMCA agrees to pay CITY \$1.00 as consideration.
2. This Lease shall commence on the date entered above and shall terminate on May 31, 2025.
3. LOT shall be continuously used as a part of YMCA's childcare program. No part of LOT shall be used for any purpose which constitutes a nuisance or which is illegal, offensive, termed hazardous by insurance companies, or which may make void or voidable any insurance on the LOT or which may increase the premiums therefore. YMCA will keep LOT clean and attractive in appearance at all times.
4. YMCA shall keep LOT, and every part thereof and any fixtures or equipment contained therein, in good condition. If and when this lease is terminated, YMCA shall return LOT to its original condition.

Notwithstanding anything to the contrary contained herein, YMCA will keep, maintain, and preserve LOT in a first class condition.

5. YMCA will not make or allow any alterations, additions, improvements, or utility installations upon LOT without first obtaining the written consent of CITY. The term "utility installations," as used herein, shall include without limitation power panels, utility transformers, light fixtures, conduits, and wiring.
6. YMCA shall not voluntarily or by operation of law assign, transfer, mortgage, lease, sublet, grant license or rights to a concessionaire or otherwise transfer or encumber all or any part of YMCA's interest in this Lease or in LOT without CITY's prior written consent. Any attempted assignment, transfer, mortgage,

STATE OF WISCONSIN - MARATHON COUNTY
RECORDED
10-09-2024 at 1:49 PM
DEAN J. STRATZ, REGISTER OF DEEDS
DOC#: 1906163
Pages: 7

Digitally applied endorsement stamp
Please keep attached to original document

Recording Area

Name and Return Address

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

(\$30 Charge to City of Wausau)

PIN: Part of 291.2907.253.0649

use, lease, occupancy, encumbrance, or subletting without such consent shall be void and shall constitute a default under this Lease.

7. Nothing in this Lease shall be construed so as to authorize or permit any insurer of CITY or YMCA to be subrogated to any right of CITY or YMCA against the other party arising under this Lease. CITY and YMCA each hereby release the other to the extent of any perils to be insured against by either of the parties under the terms of this Lease, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party or persons for whose acts or negligence the other party is responsible. All insurance policies to be provided under this Lease by either CITY or YMCA shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either CITY or YMCA from obtaining any such policy.
8. Either party may terminate this Agreement upon 90 days' prior written notice to the other party.
9. YMCA hereby agrees that CITY shall not be liable for injury to YMCA's business or any loss of income or other consequential damages or for damage to the equipment or other property of YMCA, YMCA's employees, invitees, customers, sublessees, agents, occupants, contractors, public citizens, or any other person in or about LOT, nor shall CITY be liable for injury to YMCA's employees, agents, contractors, occupants, invitees, customers, sublessees, public citizens, or any other person in or about LOT.

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

10. CITY shall obtain before the Commencement Date, and shall maintain through the expiration or termination of this Lease, a policy of commercial general liability insurance on LOT with limits of general liability not less than \$1,000,000 for death/or bodily injury, including personal injury, and property damage liability of not less than \$2,000,000 per occurrence. Such insurance shall not cover any leasehold improvements installed on LOT by or for the benefit of YMCA at its expense or other equipment, or personal property located in LOT.
11. YMCA will, at all times during the term of this Lease, and at its sole cost and expense, maintain the following insurance in full force and effect:
 - A. All-risk property insurance covering the full replacement value of all of YMCA's leasehold improvements, equipment, parking meters and personal property within LOT.

- B. Commercial general liability insurance naming CITY and YMCA as the insured, to insure against injury to property, person or loss of life arising out of the ownership, use, occupancy, or maintenance of LOT with limits of general liability not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage. For each year in which this Lease is in effect, YMCA shall provide to CITY and any party designated by CITY a copy of the insurance policy endorsement or wording showing that CITY and such other parties have been added as additional named insureds. The policy described in this subsection B shall apply on a primary basis to CITY even if CITY has other liability insurance coverage. The policy shall contain a supplemental endorsement covering contractual liability voluntarily assumed by the insured under this Lease.
12. The rights of YMCA under this Lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against LOT and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof; provided, however, that YMCA's rights under this Lease and possession of LOT shall not be disturbed so long as YMCA is not in default hereunder. This paragraph is self-operative and no further instrument of subordination shall be required. In confirmation of such subordination YMCA shall promptly execute such further instruments as may be requested by CITY, including an instrument subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by CITY and/or any mortgagees or proposed mortgages. YMCA at the option of any mortgages agrees to attorn to such mortgagee in the event of a foreclosure sale or deed in lieu thereof. Failure of YMCA to execute any of the above instruments within ten (10) days upon written request to do so by CITY, shall constitute a breach of this Lease and CITY will be entitled to, at its option; (i) execute, acknowledge, and deliver any such instrument on behalf of YMCA as YMCA's attorney-in-fact (YMCA hereby constituting and irrevocably appointing CITY as YMCA's attorney-in-fact for such purpose) and/or, (ii) cancel this Lease and terminate YMCA's interest therein.
13. YMCA shall at any time, upon not less than ten (10) days after the giving of written notice by CITY, execute, acknowledge and deliver to CITY or to such person designated by CITY, a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, (ii) acknowledging that there are not, to YMCA's knowledge, any uncured defaults on the part of CITY hereunder, nor any offsets, counterclaims or defenses to the Lease on the part of YMCA, or specifying such defaults if any are claimed, and (iii) certifying as to any other matters as may be reasonably requested by CITY. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of LOT.
14. In the event any legal action is brought to enforce or interpret the provisions of this Lease, the prevailing party is entitled to recover all reasonable costs and expenses including reasonable attorneys' fees.
15. Each provision of this Lease or of any applicable governmental laws, ordinances, regulations, and other requirements with reference to the sending, mailing, or delivery of any notice or the making of any payment by CITY to YMCA or by YMCA to CITY shall be deemed to be complied with, when and if, the following steps are taken:
- A. All payments required to be made by YMCA to CITY hereunder shall be payable to CITY at City of Wausau c/o Finance Department, 407 Grant Street, Wausau, WI 54403, or such other addresses CITY may specify from time to time by written notice delivered in accordance herewith.

B. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, certified or registered mail, addressed to the parties hereto at the respective addresses set out opposite their names as follows: YMCA: YMCA Attention Director, 707 N. 3rd Street, Wausau, WI 54403; and for CITY: City of Wausau, Attn: Finance Director, 407 Grant Street, Wausau, WI 54403, or at such other address as they have theretofore specified by written notice delivered in accordance herewith.

16. This Lease shall be governed by and be construed and interpreted in accordance with the laws of the State of Wisconsin.
17. This Agreement shall run with the land during the period stated in paragraph 2 and shall be binding upon CITY, its successors in title, or assigns.

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

[Signatures follow on next page]

CITY OF WAUSAU

By:

Doug Diny
Doug Diny, Mayor

BY:

Kaitlyn A. Bernarde
Kaitlyn A. Bernarde, Clerk

WOODSON YMCA FOUNDATION, INC.

By:

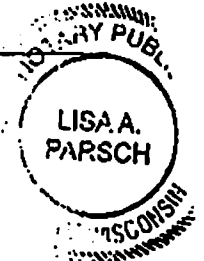
Bryan Bailey
President, CEO Woodson YMCA

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 8th day of October, 2024, the above-named Doug Diny, Mayor, and Kaitlyn A. Bernarde, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Lisa A. Parsch

Notary Public, Wisconsin
My commission: 5/4/2028

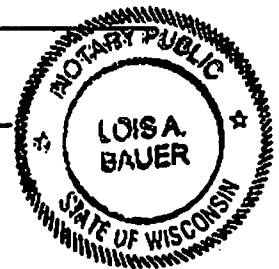


STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 4th day of October, 2024, the above-named Bryan Bailey of Woodson YMCA Foundation, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

Loisa A. Bauer

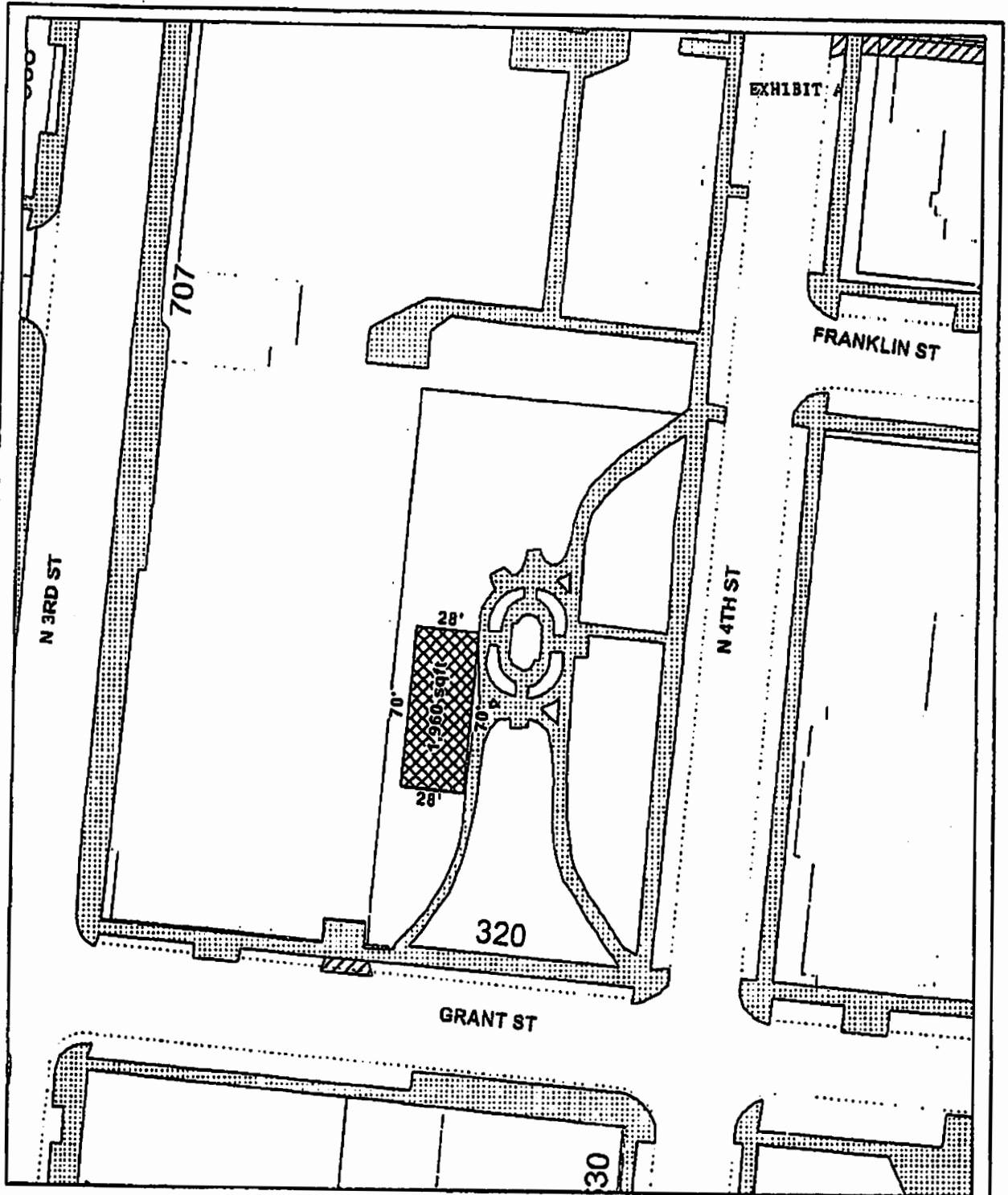
Notary Public, Wisconsin
My commission: 5/30/24



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

Part of Lot 2 (Yawkey Park) of Certified Survey Map No. 19888 recorded as Document No. 1904150 in the Office of Register of Deeds for Marathon County, Section 25. Township 29 North, Range 7 East. City of Wausau, Marathon County. Wisconsin, described as follows:

The Northerly 70 feet of the Southerly 138 feet of the Easterly 28 feet of the Westerly 36 feet of said Lot 2.



Map Date September 5, 2024

City of Wausau
Marathon County Wisconsin

0 25 50
Feet

- Road Edge
- Sidewalks
- Driveways
- Existing Building Footprints
- Proposed Easement

Map Location



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

ORDINANCE OF INFRASTRUCTURE & FACILITIES COMMITTEE

Amending Section 10.20.080(a) Designating No Parking on the North Side of Sherman Street Beginning at the Intersection with S. 9th Avenue and Extending East to the Alley.

Committee Action: Approved 5-0 **Ordinance Number:** 61-5990

Fiscal Impact: Minimal cost to install signs

File Number: 25-0522 **Date Introduced:** May 27, 2025

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

Add ()

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

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

...

Sherman Street

- North side of Sherman Street beginning at the intersection with S. 9th Avenue and extending east to the alley

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Doug Diny, Mayor

Attest:

Kaitlyn A. Bernarde, City Clerk

INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting: May 8, 2025, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Tom Neal, Sarah Watson

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Dustin Kraege, Andrew Lynch, Randy Fifrick, Lori Wunsch, *Via Webex*: Nick Patterson – T. Wall Enterprises

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

Discussion and possible action on parking restrictions in the 800 block of Sherman Street

Tonia VanSlate, 810 Sherman Street, has a son that was born with tuberous sclerosis. He can only see out of the right eye. He has epilepsy and daily non-convulsive seizures where he wonders. He does not know what he is doing when he has them and basically does not have control of his body. Behavioral issues and other things come with this. He will eventually have to get tumors removed. His visual impairment is the biggest concern. VanSlate bought her house about 3 years ago. There are issues with parking in front of her house, especially during the fair. She bought no parking signs and put them up for her son's safety. However, the Police Department said she legally could not do that. She was told the best thing to do would be to ask for permanent no parking. Her neighbors across the street have extra people living with them and have an abundance of vehicles. They like to park two vehicles directly in front of her house or across from each other. This has almost caused accidents. VanSlate showed pictures of the parking issues. This does not impact anyone else on her block.

Larson noted that there is no parking on that side of the street to 8th Avenue. If it helps for the safety of the family, he does not have a problem extending no parking another block.

Larson moved to extend no parking one block to the corner of 9th Avenue and Sherman Street. Seconded by Watson.

Wesolowski asked if this would be for both sides of the street or just the north side. Larson stated just the north side. Discussion followed on the existing parking restrictions.

Watson asked if there is any other signage, such as children at play signs, that could be installed. Lindman stated that type of signage is not typically used as it has been found it does not work.

There being a motion and a second, motion to extend no parking one block to the corner of 9th Avenue and Sherman Street passed 5-0.

Henke combined agenda items 3, 4, 5, and 6 with no objection from committee.

Agenda Item No.

2

STAFF REPORT TO INFRASTRUCTURE AND FACILITIES

COMMITTEE – May 8, 2025

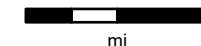
AGENDA ITEM
Discussion and possible action on parking restrictions in the 800 block of Sherman Street
BACKGROUND
Tonia Vanslate, owner of 810 Sherman Street contacted the engineering department requesting ‘No Parking’ be posted in front of the property along Sheman Street. Tonia has stated she will be at the meeting to make the request in person and explain her unique situation.
FISCAL IMPACT
Minimal, cost of signs.
STAFF RECOMMENDATION
Engineering staff recommends the committee hear the request from Tonia Vanslate and make an informed decision.
Staff contact: Allen Wesolowski 715-261-6762

ArcGIS Web Map

City of Wausau / DPW

Date: 4/28/2025

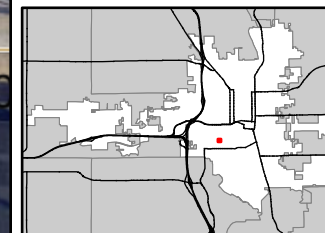
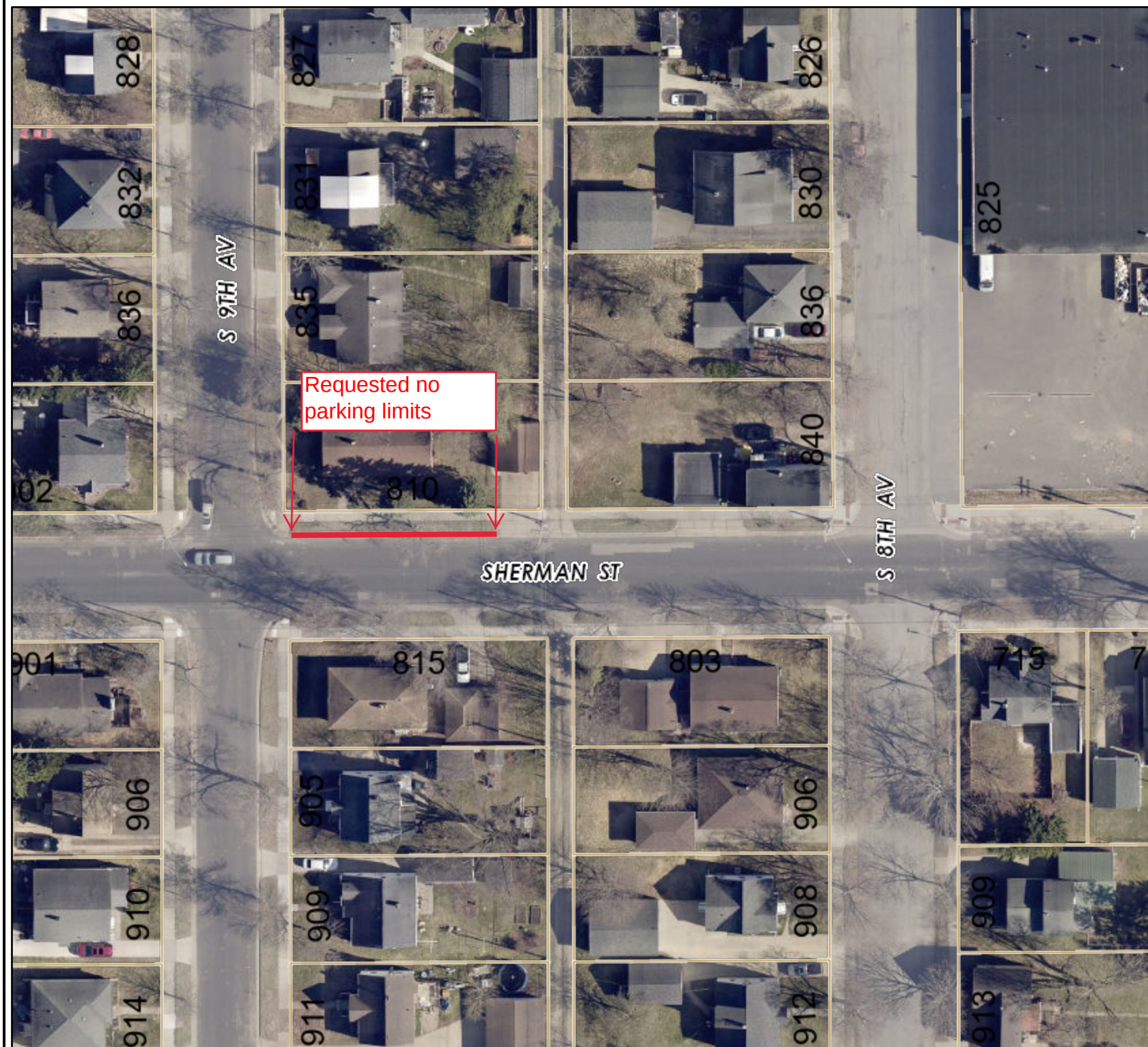
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mi

Right Of Way

Parcel



NOTES:

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

Office of the Mayor
Doug Diny



TEL: (715) 261-6800
FAX: (715) 261-6808

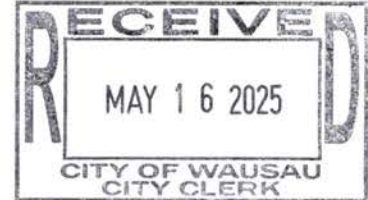
MEMORANDUM

DATE: May 16, 2025

TO: Clerk's Office

FROM: Mayor Doug Diny

RE: Veto of Council Action 25-0507



VETO MESSEGE,

I am vetoing the resolution on the sale of the Wyatt Street property, File# 25-0507, after Council Member Terry Kilian, who lives blocks away from the Wyatt St site, raised several concerns during the Council meeting on May 13th that I agree warrant more discussion including:

1. Selling lake view property for \$1,000. (City acquired for about \$23,000)
2. Offering more remediation services and fill (\$25,000 estimated) after selling at a deep discount.
3. Concerns that the property was not advertised in a way to allow others, including neighbors like Kilian, to know the property was in the City Property Disposition Program.

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Authorizing the Sale of City-Owned Property at 208-214 Wyatt Street to 208 Wyatt Street, LLC.

Committee Action: Economic Development approved 3-2

Fiscal Impact: +\$1,000 for sale of the property. Federal funds for clean-up. Additional increase to tax base once property is developed

File Number: 25-0507

Date Introduced: May 13, 2025

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	N/A – no costs	
	<i>Included in Budget:</i>	Yes ☐ No ☐		
	<i>One-time Costs:</i>	Yes ☐ No ☐		
	<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>TID Source: Increment Revenue ☐ Debt Funds on Hand ☐ Interfund Loan ☐</i>			

WHEREAS, the City of Wausau purchased two blighted, contaminated buildings/sites in 2003 (208 Wyatt Street) and 2007 (210 & 214 Wyatt St) and utilized Wisconsin Department of Natural Resources funding for the testing, and remediation of such sites and DPW for the demolition of properties on each site; and

WHEREAS, the City placed 208 Wyatt Street for sale through advertisement in the Wausau Daily Herald on July 3, 2005 of which no offers were received; and

WHEREAS, in 2015, the property became associated with the newly developed Property Disposition Program and as advertised as such policy indicated reflecting 210 & 214 Wyatt was still in the process of being remediated with the DNR; and

WHEREAS, the City received a Final Case Closure with Continuing Obligations from the DNR in 2018 allowing the redevelopment of such lots; and

WHEREAS, in 2023 City Staff tried to redevelop said property into a 6-unit apartment complex utilizing American Rescue Plan Act funds but was denied through a zoning change request; and

✓

WHEREAS, staff received a request to purchase through the Property Disposition program from Gunther Nowak, in the amount of \$1,000, and

WHEREAS, the purchaser's income falls under the Community Development Block Grant income guidelines; which qualifies him for CDBG assistance with any DNR required brownfield remediation during the construction and in-fill needed to bring the building out of the flood plain; and

WHEREAS, your Economic Development Committee has approved such sale to Gunther Nowak, through his newly formed 208 Wyatt Street, LLC, in the amount of \$1,000 and the ability to utilize federal funds for the necessary site improvements.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau hereby approves the sale of 208 – 214 Wyatt Street to 208 Wyatt Street, LLC in the amount of \$1,000; and

BE IT FURTHER RESOLVED that the appropriate City officials are hereby authorized and directed to execute the necessary real estate documents for the sale of 208 – 214 Wyatt Street to 208 Wyatt Street, LLC.

Approved:

Doug Diny, Mayor



MEMO

TO: Economic Development Committee Members

FROM: Tammy Stratz, Community Development Manager

DATE: April 23, 2025

RE: 208 – 214 Wyatt Street

The attached is a Property Disposition Application the Development Department received from Gunther Nowak. Gunther is proposing to purchase the properties over on Wyatt Street of which he will be building a side-by-side duplex. Gunther will occupy one side of the duplex and then rent out the other side.

Through multiple conversations and the documentation provided, Gunther is aware of the environmental requirements set by the DNR for the property. He also understands that, in order to proceed with construction, the property must be elevated to meet FEMA standards and remove the lot from the designated floodplain. Additionally, the property will need to be rezoned to accommodate his proposed duplex. Gunther plans to present his proposal to the Plan Commission on May 20, with the goal of obtaining Council approval by the end of May. This timeline would allow for closing to occur shortly thereafter, giving them the full summer to move forward with construction.

Gunther has requested financial assistance to help cover the costs associated with the required soil remediation and the additional expenses of elevating the new construction out of the floodplain. After reviewing his income documentation, staff has confirmed that he qualifies for the use of Community Development Block Grant (CDBG) funds to support these efforts. As a condition of receiving this assistance, he will be required to reside in the property for a minimum of five (5) years following the issuance of the occupancy permit.

Due to the cost of construction and his income status, he is requesting the City to sell the property for the reduced rate of \$1,000.

If you have any questions prior to the meeting, please feel free to contact me at 715-261-6682 or email me at tammy.stratz@wausauwi.gov.

Thank you.



PROPERTY DISPOSITION PROGRAM for REDEVELOPMENT PURPOSES APPLICATION

Date submitted: 3/25/2025

Address requesting: 208- 214 Wyatt St.

Applicant's name and address: Gunther Nowak 166307 Green Hill Rd. Wausau, WI. 54403

Applicant's phone number: 715-573-8636

Offering purchase price: \$1000.00 One Thousand Dollars

Proposed use: See Attached

Proposed timeline: One Year from Closing

Financing/Owner See Attached

Downpayment Info: Upon Closing

Applicant's signature

Please submit pertinent documentation; i.e., drawing of proposed building, financing commitments, contractor information, income information (if required), and any other documents that may assist to better explain your proposed project.

Date Introduced to Economic Development Committee _____

Economic Development recommendation _____

Date Introduced at Common Council _____

Common Council recommendation _____

Proposed use

To whom it may concern:

Hi my name is Gunther Nowak, I propose to build a side by side duplex on the Wyatt Street property. I would live in one side and rent the other side out.

This property proves to have several challenges that I have researched extensively and can be overcome.

-soil contamination from previous land use

-building within flood plain

I have consulted with REI Engineering in regard to both items above. Our discussions have led to include DNR and FEMA to rectify both situations at hand. Building greater value/use of this property on Wyatt Street.

My offer is contingent upon:

1. Zoning change to MRL-12
2. Confirmation of flood plain survey by REI
3. Availability of funding for both contaminated soil and flood plain remediation

Please see attached proposed building that I have fit on the property, financing approval and property disposition application.

Thank you for your consideration.

Gunther Nowak



Loan Commitment

This Loan Commitment is made and entered into effective 3/15, 2025, by and between ECN Leasing LLC., and Gunther Nowak or his assignees, with its principal office and place of business at 166307 Green Hill Rd. Wausau WI. 54403 ("Company").

1. Commitment to Lend. Lender hereby agrees to lend to Company the sum of (\$250,000.00) (the "Loan") or as much thereof as the Company requests be advanced to it by Lender while this commitment is in effect. Advances to the Company shall be made upon written request to the Lender, with such advance to be made within 24 hours of such request by wire transfer to the Company's bank account identified to Lender.

2. Availability of Loan. Lender and Company agree that the Loan shall be unconditionally available to be drawn upon by Company from 4/15/2025 to 4/15/2027 during which time Company may draw upon the Loan up to the maximum amount stated above. Provided, however, the Company's ability to draw on the Loan shall terminate upon the Company's receipt of proceeds from its planned initial public offering.

3. Interest and Repayment. Company shall pay to Lender a annual interest rate equal to 6.38_% starting (i) 6 months from the date of the first advance to the Company hereunder loan is amortized over a 30 year period.

4. Notices. All notices and other communications given to or made upon any party hereto in connection with this Agreement shall be in writing and mailed, faxed, emailed, or delivered to the addresses set forth on page 1 hereof, or at such other address as shall be specifically designated by any such party.
5. Governing Law. This Agreement and the rights and obligations of the parties hereto and thereto shall be governed by and construed and enforced in accordance with the substantive law of the State of Wisconsin.
6. Entire Agreement. This Agreement constitutes the entire agreement and the understanding between the parties with respect to the subject matter hereof and supersedes all other previous and contemporaneous negotiations and agreements between the parties and no parole evidence of any prior or other agreements shall be permitted to contradict or vary the terms of this Agreement. Any amendment to this Agreement must be in writing.



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

RESOLUTION OF THE FINANCE COMMITTEE

Adopting 2025 Budget Modifications for Carryover of Capital Project Funds from 2024 to 2025.

Committee Action: Approved 4-0

Fiscal Impact (2020): This action will modify the 2025 budget by re-establishing unspent project funds.

File Number: 24-1109I

Date Introduced: May 27, 2025

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: 2024 Budget Carryovers</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$6,553,422</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the Finance Committee has received a request to carry forward certain 2024 budget appropriations for uncompleted projects and contractual obligations and non-lapsing committed fund balances as outlined in Exhibit A, thus modifying the 2025 budget, and

WHEREAS, your Finance Committee has reviewed and recommends the list of non-lapsing and committed funds as noted in Exhibit A

WHEREAS, the Finance Committee has reviewed the requests and recommends carry forward appropriations and the modification of the 2025 budget presented in Exhibit A, and

BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to modify the 2025 budget as presented.

Approved:

Doug Diny Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, May 13, 2025, at 5:15 p.m., Council Chambers

Members Present: Gary Gisselman (VC), Becky McElhaney, Chad Henke, Vicki Tierney

Members Excused: Michael Martens (C)

Others Present: Maryanne Groat, Eric Lindman, Solomon King

Noting the presence of a quorum Vice Chairperson Gisselman called the meeting to order at 5:15 p.m.

Discussion and possible action approving budget modification for carryover of Capital Project Funds from 2024 to 2025.

Motion by Henke, seconded by Tierney, to approve. Motion carried 4-0.

DRAFT

Project/Program	Amount	*Fund	*Cost Center	Spend Category
2024-2025 CIP 13/31 Runway Reconstruction/Signage/LED upgrade	\$80,666.40	400 Capital Projects Fund	53512 Airport Capital Projects	58243 Airport Runways, Taxiways and Aprons
City Hall Improvements	\$18,003.37	451 Central Capital Purchasing Fund	57141 Facilities Capital	58220 General Municipal Buildings
Parks Small Projects	\$15,874.67	451 Central Capital Purchasing Fund	55206 City Parks Capital Outlay	52192 Other Professional Services
Video Upgrade	\$57,991.00	451 Central Capital Purchasing Fund	51406 IT Capital Plan	58132 IT Equipment and Hardware - Capital
Wausau Software - Court, Assessment, Financial	\$115,257.00	400 Capital Projects Fund	51406 IT Capital Plan	58133 Software - Capital
Able Stormwater Lift Station	\$88,000.00	440 Capital Projects Fund - Bond Proceeds	57336 Storm Water Capital Projects	58250 Storm Sewers
DOT East Wausau Ave - 6th St to 18th St	\$92,193.39	440 Capital Projects Fund - Bond Proceeds	57332 Wisconsin DOT Projects	52904 DOT Project Services/Charges
DOT - Grand Avenue Intersections Engineering	\$126,356.82	440 Capital Projects Fund - Bond Proceeds	57332 Wisconsin DOT Projects	58231 Streets/curb/gutter - state
DOT W Wausau Ave - 10th to Stevens Dr	\$155,327.69	440 Capital Projects Fund - Bond Proceeds	57332 Wisconsin DOT Projects	52150 Architectural, Engineering and Planning Services
DOT N 18th Street Asphalt Overlay	\$128,368.25	440 Capital Projects Fund - Bond Proceeds	57332 Wisconsin DOT Projects	52904 DOT Project Services/Charges
DOT - Grand Avenue from Lakeview to Kent Street	\$54,391.58	440 Capital Projects Fund - Bond Proceeds	57332 Wisconsin DOT Projects	58231 Streets/curb/gutter - state
2025 Parks Rolling Stock	\$5,065.68	400 Capital Projects Fund	55206 City Parks Capital Outlay	58191 Other Capital Equipment-Rolling Stock
2023 Airport Pavement Rehabilitation Project	\$37,500.00	400 Capital Projects Fund	53512 Airport Capital Projects	58243 Airport Runways, Taxiways and Aprons
2024-2025 CIP Taxiway/Apron Rehab Signage and LED Lighting	\$82,500.00	400 Capital Projects Fund	53512 Airport Capital Projects	58243 Airport Runways, Taxiways and Aprons
Total	\$1,057,495.85			

NON-LAPSING FUNDS

In addition to the above carryovers the following funds are considered non-lapsing and committed:

230 Grants Fund	400 Capital Improvement Fund
232 HUD Mortgage Program Fund	451 Central Capital Purchasing
233 DLAD Mortgage Program Fund	251 Room Tax Fund
234 HCRI Fund	252 Public Access Fund
235 Economic Development Fund	253 Recycling Fund
236 Federal Rental Rehabilitation Fund	215 ARPA Fund
237 WRRP Rehabilitation Fund	650 Water Utility Fund
238 Environmental Fund	660 Sewer Utility Fund
289 Hazardous Materials Funds	690 WATS Fund
300 Debt Service Fund	680 Parking Fund
239 Home Program Income Fund	670 Airport Fund
240 Home Rental Rehab Fund	267 Animal Control Fund
241 Home Administration Fund	770 Motor Pool Fund
242 Neighborhood Stabilization Fund	771 Insurance Fund
244 WRRP Administration Fund	773 Employee Benefits Fund
440 Capital Projects Fund	287 EMS Grant Fund
243 Housing Stock Improvement Fund	277 400 Block Fund
403 Tax Increment District Number Three Fund	801 Cemetery Trust Fund
407 Tax Increment District Number Seven Fund	290 Other Trust Fund
408 Tax Increment District Number Eight Fund	
409 Tax Increment District Number Nine Fund	
410 Tax Increment District Number Ten Fund	
411 Tax Increment District Number Eleven Fund	
412 Tax Increment District Number Twelve Fund	

RESOLUTION NO. 25-0512

RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF UP TO \$2,172,756 TAXABLE GENERAL OBLIGATION
PROMISSORY NOTES, SERIES 2025,
AND PROVIDING FOR OTHER DETAILS AND COVENANTS
WITH RESPECT THERETO

WHEREAS, the City of Wausau, Marathan County, Wisconsin (the "Municipality") owns and operates a water system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, certain improvements to the System and connections thereto, specifically the replacement of private side and public side lead service lines, are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 4930-14 by the Department of Natural Resources; and

WHEREAS, under the provisions of Section 67.12(12), Wisconsin Statutes, any municipality (as defined in Section 67.01(5), Wisconsin Statutes) may, by action of its governing body, issue promissory notes as evidence of indebtedness for any public purpose (as defined in Section 67.04(1)(b), Wisconsin Statutes) which promissory notes are general obligations of the municipality; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell general obligation promissory notes of the Municipality, pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, such notes are to be issued for purposes of Sections 281.58, 281.59, 281.60 or 281.61, Wisconsin Statutes; and

WHEREAS, due to certain provisions of the Internal Revenue Code of 1986, as amended, it is necessary to issue such notes on a taxable basis, and the State of Wisconsin Safe Drinking Water Loan Program has approved the issuance of such notes on a taxable basis; and

WHEREAS, the Municipality currently has outstanding general obligation indebtedness totaling \$59,549,779.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Chapter 67, Wisconsin Statutes;

(b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Notes;

(c) "Debt Service Fund" means the Debt Service Fund of the Municipality, which shall be the "debt service fund" as such term is defined in the Act;

(d) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Notes are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

(e) "Fiscal Year" means the twelve-month period ending on each December 31;

(f) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;

(g) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(h) "Municipality" means the City of Wausau, Marathon County, Wisconsin;

(i) "Notes" means the \$2,172,756 Taxable General Obligation Promissory Notes, Series 2025, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;

(j) "Note Year" means the twelve-month period ending on each May 1;

(k) "Project" means the Project described in the preamble to this Resolution; and

(l) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date.

Section 2. Authorization of the Notes and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the full faith and credit of the Municipality up to the sum of \$2,172,756; and fully registered general obligation promissory notes of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Promissory Notes, Series 2025" (the "Notes"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 0.250% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates

and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Note form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Notes shall be payable commencing on November 1, 2025 and semiannually thereafter on May 1 and November 1 of each year. The Notes shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

Section 4. Form, Execution, Registration and Payment of the Notes. The Notes shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Notes shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Notes shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Notes shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Note will be payable upon presentation and surrender of the Note to the Bond Registrar. Payment of principal on the Note and each installment of interest shall be made to the registered owner of each Note who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by electronic transfer or by check or draft of the Municipality (as directed by the registered owner) and if by check or draft, mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Application of Note Proceeds; Borrowed Money Fund. The sale proceeds of the Notes (exclusive of accrued interest and any premium received, which shall be deposited in the Debt Service Fund) shall, forthwith upon receipt, be placed in and kept by the Treasurer as a separate fund to be known as the "Taxable General Obligation Promissory Notes, Series 2025, Borrowed Money Fund" (hereinafter referred to as the "Borrowed Money Fund"). Monies in the Borrowed Money Fund shall be used solely for the purposes for which borrowed or for transfer to the Debt Service Fund as provided by law. Moneys in the Borrowed Money Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 6. Tax Levy. (a) For the express purpose of paying interest on the Notes as it falls due and also to pay and discharge the principal thereof at maturity, the full faith, credit and taxing powers of the Municipality are hereby pledged and there is hereby levied upon all of the taxable property in the Municipality, in addition to all other taxes, a direct, annual irrevocable tax in an amount and at the times sufficient for that purpose. This tax shall be levied in the years 2025 through 2034, inclusive, and shall be in such amounts as are necessary to provide for payment of the principal of and interest on the Notes in 2025 through 2035, inclusive, when due. The amount of tax levied for collection in the year 2026 shall be the total amount of debt service due on the Notes in the years 2025 and 2026; provided that the amount of such tax carried onto

the tax rolls shall be abated by any amounts appropriated pursuant to subsection (d) below which are applied to payment of interest on the Notes in the year 2025.

Assuming the entire principal amount of the Notes is drawn as of the closing date, this tax will be levied for collection in the following years in the following amounts:

<u>Tax Collection</u> <u>Year</u>	<u>Amount</u>
2026	\$222,118.18
2027	220,005.10
2028	220,004.43
2029	220,003.76
2030	220,003.08
2031	220,002.40
2032	220,001.73
2033	220,001.05
2034	220,000.36
2035	219,999.68

The actual tax carried onto the tax rolls each year shall equal the amount necessary to repay the actual principal amount drawn under the Notes, and any interest thereon, when due.

(b) The Municipality shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried into the tax rolls of the Municipality and collected as other taxes are collected, provided that the amount of tax carried into said tax rolls may be reduced in any year by the amount of any surplus money in the Debt Service Fund created in Section 7 hereof.

(c) If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the Municipality then available, which sums shall be replaced upon the collection of the taxes herein levied.

(d) There be and there hereby is appropriated from funds of the Municipality on hand a sum sufficient to be deposited in the Debt Service Fund to meet payments with respect to debt service due on November 1, 2025.

Section 7. Debt Service Fund. The proceeds of the taxes levied pursuant to Section 6 above, when collected by the Municipal Treasurer, and such further deposits as may be required by Section 67.11, Wisconsin Statutes, shall be placed and kept by the Municipal Treasurer as a separate fund irrevocably pledged for paying the principal of and interest on the Notes so long as any such Notes shall remain outstanding, to be known as the "Taxable General Obligation Promissory Notes, Series 2025 Debt Service Fund" (hereinafter referred to as "Debt Service Fund"). The accrued interest and any premium received at the time of delivery of the Notes shall

be paid into the Debt Service Fund. Interest on or principal of the Notes falling due at any time when there shall be on hand in the Debt Service Fund insufficient funds for the payment of such principal and interest shall be paid promptly when due from other funds of the Municipality.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Notes as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34 of the Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m) and 67.10(3), Wisconsin Statutes. All income derived from such investments shall be regarded as revenues of the Municipality.

Section 9. Operation of Project; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Notes, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 10. Sale of Notes. The sale of the Notes to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to \$2,172,756 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Notes as hereinabove provided, necessary to conclude delivery of the Notes to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Notes shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Notes.

Section 11. Amendment to Resolution. After the issuance of any of the Notes, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Notes have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Notes, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Notes then outstanding, exclusive of Notes held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of tax revenues of the Municipality or the maturity of any Note issued hereunder, or a reduction in the rate of interest on any Note, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Notes may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Note to which the change is applicable.

Section 12. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Notes, and after issuance of any of the Notes no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 11, until all of the Notes have been paid in full as to both principal and interest. The owner or owners of any of the Notes shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to take any and all actions necessary to carry out all of the provisions and agreements contained in this Resolution.

Section 13. Requirements of Municipality. The officers of the Municipality, staff of the Municipality, attorneys for the Municipality, financial consultants of the Municipality, or other agents or employees of the Municipality are hereby authorized to do all acts and things required of them by this Resolution for the full, punctual and complete performance of all of the provisions of this Resolution.

Section 14. Illegal or Invalid Provisions. In case any one or more of the provisions of this Resolution or any of the Notes shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Notes.

Section 15. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Safe Drinking Water Loan Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 16. Conflicting Resolutions. All ordinances, resolutions, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage.

Passed: May 27, 2025

Approved: May 27, 2025

Doug Diny
Mayor

Attest:

Kaitlyn A. Bernarde
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____

UNITED STATES OF AMERICA
STATE OF WISCONSIN
MARATHAN COUNTY
CITY OF WAUSAU

REGISTERED
\$ _____

TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2025

Final
Maturity Date

May 1, 2035

Date of
Original Issue

_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN
PROGRAM

FOR VALUE RECEIVED the City of Wausau, Marathan County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, the principal sum of an amount not to exceed _____ DOLLARS (\$) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2026 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 0.250% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2025.

The principal amount evidenced by this Note may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration (the "Financial Assistance Agreement") including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2026 in an amount equal to an amount which when amortized over the remaining term of this Note plus current payments of interest (but only on amounts drawn hereunder) at Zero and 250/1000ths percent (0.250%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Note shall be payable only upon presentation and surrender of this Note at the office of the Municipal Treasurer. Principal hereof and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date (as directed by the registered owner) and if by check or draft, mailed from the office of the Municipal Treasurer to the person in whose name this Note is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

This Note shall not be redeemable prior to its maturity, except as provided in the Financial Assistance Agreement.

This Note is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Note, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Note shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Note is issuable solely as a negotiable, fully-registered note, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Note is issued for the purpose of providing for the payment of the cost of constructing improvements to the Water System of the Municipality, specifically the replacement of private side and public side lead service lines, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 67.12(12), Wisconsin Statutes, and a resolution adopted May 27, 2025, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$2,172,756 Taxable General Obligation Promissory Notes, Series 2025, and Providing for Other Details and Covenants With Respect Thereto". The principal of and interest on this Note are payable in lawful money of the United States of America as aforesaid, and for the prompt payment of the principal and interest on this Note, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Municipality are hereby irrevocably pledged.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Note have existed, have happened and have been performed in due time, form and manner as required by law; that the indebtedness of the Municipality, including this Note and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual irrepealable tax has been levied by the Municipality sufficient to pay the interest on this Note when it falls due and also to pay and discharge the principal hereof at maturity.

IN WITNESS WHEREOF, the Municipality has caused this Note to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF WAUSAU, WISCONSIN

(SEAL)

By: _____
Doug Diny
Mayor

By: _____
Kaitlyn A. Bernarde
City Clerk

COPY

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

the within Note and all rights thereunder, hereby irrevocably constituting and appointing

Attorney to transfer said Note on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

SCHEDULE A

\$2,172,756

CITY OF WAUSAU, WISCONSIN
TAXABLE GENERAL OBLIGATION
PROMISSORY NOTES, SERIES 2025

<u>Amount of Disburse- ment</u>	<u>Date of Disbursement</u>	<u>Series of Notes</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Amount</u>
May 1, 2026	\$214,842.44
May 1, 2027	215,379.54
May 1, 2028	215,917.99
May 1, 2029	216,457.79
May 1, 2030	216,998.93
May 1, 2031	217,541.43
May 1, 2032	218,085.29
May 1, 2033	218,630.50
May 1, 2034	219,177.07
May 1, 2035	219,725.02

FINANCE COMMITTEE

Date and Time: Tuesday, May 13, 2025, at 5:15 p.m., Council Chambers

Members Present: Gary Gisselman (VC), Becky McElhaney, Chad Henke, Vicki Tierney

Members Excused: Michael Martens (C)

Others Present: Maryanne Groat, Eric Lindman, Solomon King

Noting the presence of a quorum Vice Chairperson Gisselman called the meeting to order at 5:15 p.m.

Discussion and possible action Authorizing the Issuance and Sale of Up to \$2,172,756 taxable general obligation water System promissory notes, Series 2025, and Providing for Other Details and Covenants With Respect Thereto, and approval of related \$4,922,191 financial assistance agreement.

McElhaney questioned the items that were not covered by the funding. It was stated the Wisconsin Department of Natural Resources would not pay for professional services above a certain amount and it was further stated that since the expectations were set the future expenses are covered. McElhaney requested that a discussion be held with the contractor on those fees.

Motion by Henke, seconded by McElhaney, to approve. Motion carried 4-0.



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May 13, 2025

VIA EMAIL AND UPS

Ms. Maryanne A. Groat
Finance Director/Treasurer
City of Wausau
407 Grant Street
Wausau, WI 54403

Re: Note Resolution - \$2,172,756 City of Wausau Taxable General Obligation
Promissory Notes, Series 2025 (Safe Drinking Water Loan) (the "Notes")

Dear Maryanne:

Enclosed for consideration at the May 27, 2025 Common Council meeting is a copy of a **Resolution** authorizing the execution of the Financial Assistance Agreement and the issuance of the Notes to the State of Wisconsin Safe Drinking Water Loan Program. A copy of the draft Financial Assistance Agreement provided by DNR should be distributed to the Common Council along with the Resolution.

If you have not already done so, please include the title of this Resolution on the agenda for the meeting. Please then post the agenda in at least three public places and provide it to the official newspaper of the City (or if the City has no official newspaper, to a news medium likely to give notice in the area) and to any other requesting media at least twenty-four hours prior to the meeting (see Section 19.84(1)(b), Wisconsin Statutes). **If the meeting will be a virtual meeting, please be sure to include on the agenda and the notices the dial-in number or other information necessary for the public and the media to access and monitor the meeting.** The enclosed **Certificate of Compliance with Open Meeting Law** must be completed in connection with the meeting at which this Resolution is adopted.

Ms. Maryanne A. Groat
May 13, 2025
Page 2

Unless the Common Council has adopted special rules regarding the adoption of borrowing resolutions, a vote of at least a majority of the members of the Common Council is necessary to adopt this Resolution. We have enclosed an **Excerpts of Minutes** form for you to complete which records the vote on the Resolution.

We are also enclosing a **Municipal Information Questionnaire**. Please review, correct, if necessary, complete and return it to us.

Please return one executed copy of the Resolution, the Excerpts of Minutes, the Certificate of Compliance with Open Meeting Law and the Questionnaire to us by an overnight delivery service so that we receive them no later than **Friday, May 30**. A copy of the Resolution should be incorporated into the minutes of the May 27, 2025 meeting.

Finally, we are enclosing a **Notice** regarding the adoption of the resolution authorizing the issuance and sale of the Notes which you should provide to the City's official newspaper to be published as a class 1 notice as soon as possible after adoption of the Resolution. Please forward an Affidavit of Publication (which must be signed by a representative of the newspaper) for the Notice to us once it has been published.

If you have any questions regarding these documents or any other matter, please do not hesitate to call me at (414) 277-5790 or Jacob P. Lichter at (414) 277-5430

Very truly yours,

QUARLES & BRADY LLP



Bridgette J. Keating

BJK:JPL:TAB

Enclosures

#940025.00122

cc: Kaitlyn A. Bernarde (w/enc. via email)
Kody Hart (w/enc. via email)
Season Welle (w/enc. via email)
Anne Jacobson, Esq. (w/enc. via email)
Eric Lindman (w/enc. via email)
Scott Boers (w/enc. via email)
Greg Schanen (w/enc. via email)
Phil Cosson (w/enc. via email)
Brian Roemer (w/enc. via email)

Aaron Heintz (w/enc. via email)
Katherine C. Miller (w/enc. via email)
Jessica Fandrich (w/enc. via email)
Rachel Liegel (w/enc. via email)
Andrea Ceron (w/enc. via email)
Amy Johnson (w/enc. via email)
Kathryn Leja-Brennan (w/enc. via email)
Jacob P. Lichter (w/enc. via email)
Tracy A. Berrones (w/enc. via email)



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May 13, 2025

VIA EMAIL

Ms. Maryanne A. Groat
Finance Director/Treasurer
City of Wausau
407 Grant Street
Wausau, WI 54403

Scope of Engagement Re: Proposed Issuance of \$2,172,756 City of Wausau (the "City")
Taxable General Obligation Promissory Notes, Series 2025 (Safe Drinking Water Loan)

Dear Maryanne:

We are pleased to be working with you again as the City's bond counsel.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Notes (the "Securities") by the City.

Role of Bond Counsel

Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor (if any), prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the opinion. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the Securities are valid and binding general obligations of the City;

QB\96363689.1

- 2) all taxable property in the territory of the City is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and
- 3) the interest paid on the Securities will be included in gross income for federal income tax purposes.

The opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party, or participating in an Internal Revenue Service, Securities Exchange Commission or other regulatory body survey or investigation regarding or audit of the Securities.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, the firm may be asked to represent other clients in matters adverse to the City, for example, in zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements require that we obtain the City's consent to such representations. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. Your approval of this letter will serve to confirm that the City consents and agrees to our representation of other present or future clients in matters adverse to the City which are not substantially related to the borrowing and finance area or any other area in which we have agreed to serve it. We agree, however, that your prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of our representation of the City, we have obtained proprietary or other confidential information, that, if known to the other client, could be used by that client to your material disadvantage. We will not disclose to the other client(s) any confidential information received during the course of our representation of the City. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent the purchaser of the Bonds, the State of Wisconsin, and various departments and agencies of the State (collectively, the "State") or other bond market participants such as the City's financial advisor, if any. In past and current transactions that are not related to the issuance of the Bonds and our role as bond counsel to the City, we may have served or be serving as bond counsel or other counsel to the State or the City's financial advisor. We may also be asked to represent the State or the City's financial advisor in future transactions that are not related to the issuance of the Bonds or our role as bond counsel to the City. We would like to have an understanding with you that the City consents to our firm undertaking representations of this type.

As bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. However, if a disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of:

- i) Wisconsin and federal law pertinent to the validity of the Bonds and the tax treatment of interest paid thereon and
- (ii) our opinion.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee as bond counsel would be approximately \$13,770 including all expenses. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that the City is responsible for our fee.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice

Ms. Maryanne A. Groat
May 13, 2025
Page 4

insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP



Bridgette J. Keating

BJK:JPL:TAB
#940025.00122

cc: Kaitlyn A. Bernarde (via email)
Kody Hart (via email)
Season Welle (via email)
Anne Jacobson, Esq. (via email)
Eric Lindman (via email)
Scott Boers (via email)
Greg Schanen (via email)
Jacob P. Lichter (via email)
Tracy A. Berrones (via email)

Accepted and Approved:

CITY OF WAUSAU

By: _____

Its: _____
Title

Date: _____

MUNICIPAL INFORMATION QUESTIONNAIRE

Prepared and Submitted By:

Maryanne A. Groat

Finance Director/Treasurer

1. Official Name of Government Unit: City of Wausau
2. County: Marathon County
3. Employer I. D. #: 39-6005648
4. Address: 407 Grant Street, Wausau, WI 54403
Phone Number: 715-261-6500 Fax Number: 715-261-6626
5. Contact Person: Maryanne A. Groat, Finance Director/Treasurer 715-261-6645
6. Date/Time/Place of Regular Meetings: Second and fourth Tuesday, 6:30 p.m. in City Council Chambers
7. Does Municipality have an official or corporate seal? ☒ YES ☐ NO
8. Name of Official Newspaper, if any: Wausau Daily Herald
☐ WEEKLY ☒ DAILY What day: N/A
9. Class and form of government (i.e., mayor/ council plan, etc). Mayor/council plan
Second Class
10. Administrators and Officers: *(Please complete with official names (including middle initials) as used to sign legal documents.)*

<u>Name</u>	<u>Elected or Appointed?</u>	<u>Date Term of Office Expires</u>
<u>Doug Diny</u> Mayor	<u>Elected</u>	<u>04/2026</u>
<u>Kaitlyn A. Bernarde</u> City Clerk <u>kaitlyn.bernarde@ci.wausau.wi.us</u>	<u>N/A</u>	<u>N/A</u>
<u>Kody Hart</u> Deputy City Clerk <u>Kody.Hart2@ci.wausau.wi.us</u>	<u>N/A</u>	<u>N/A</u>
<u>Maryanne A. Groat</u> Finance Director/Treasurer <u>maryanne.groat@ci.wausau.wi.us</u>	<u>N/A</u>	<u>N/A</u>
<u>Season Welle</u> Assistant Finance Director <u>Season.Welle@ci.wausau.wi.us</u>	<u>N/A</u>	<u>N/A</u>

Anne Jacobson
City Attorney
407 Grant Street
Wausau WI 54403

Phone Number: 715-261-6590 Fax Number: 715-261-6808
anne.jacobson@ci.wausau.wi.us

11. Number of Common Council members? 11 (*Please attach current list*)
12. Are there any special resolutions or ordinances in effect (other than Wisconsin's Open Meeting law) regarding meeting notices, quorum requirements, etc.? ☐ YES ☐ NO
If yes, please provide detail. _____
13. Are there any proceedings now pending with respect to a change in the form of government or the detachment of territory? ☐ YES ☐ NO
If yes, please provide detail. _____
14. Has the governing body or electors adopted any charter ordinances under electors adopted any charter ordinances under Section 66.0101, Wis. Stats. or direct legislation under Section 9.20, Wis. Stats. restricting borrowing by the City or are any proceedings for such purposes now pending? ☐ YES ☐ NO
If yes, please provide detail. _____
15. Is there any litigation pending or threatened with respect to the corporate existence, organization, or boundaries of the government unit or the right of title of any officer of the government unit to his or her respective office? ☐ YES ☐ NO
If yes, please provide detail. _____
16. Are there any resolutions in effect which require any officers other than the mayor and clerk, to execute bonds or notes or other documents evidencing indebtedness? ☐ YES ☐ NO
If yes, please provide detail. _____

17. Other than the attached, are there any other facts or circumstances which could have an impact on the issuance of the bonds or notes in question (e.g., debt policy or litigation other than as set forth above, annexations, etc)?

☐ YES ☐ NO

If yes, please discuss. _____

Prepared and submitted by:

Maryanne A. Groat
Finance Director/Treasurer

Signed on: _____

CITY OF WAUSAU, WISCONSIN DEBT MANAGEMENT POLICIES ON TAX EXEMPT DEBT

The City of Wausau recognizes the foundation of any well-managed debt program is a comprehensive debt policy. A debt policy provides the financial management tools to guide the Council with the City's overall debt financing structure.

Primary objectives of the policy are to:

- Establish the appropriate use of debt.
- Find alternative methods to pay debt service costs other than property tax.
- Minimize the City's debt service and issuance costs.
- Retain the highest practical credit rating.
- Provide complete financial reporting and disclosure.
- Maintain level and affordable annual debt service payments.

The City Council has adopted this policy, by resolution, to provide general guidelines for the debt management structure of the City. Situations and conditions may occur requiring a variation from the policy. These variations must be clearly communicated to the Council and citizens prior to deliberation on such debt policy changes.

POLICIES

CAPITAL PLANNING

The City's long term capital and financing plan will be documented in a multi-year Capital Improvement Plan. The plan will be submitted to the Common Council for consideration and adoption as part of the annual budget process. Individual departments will prepare an annual multi-year plan, and assist in the coordination of the overall city-wide plan. The capital plan will represent a one year, capital improvement budget and a five-year, long term capital plan. The capital plan will contain a comprehensive description of the sources and uses of funds, and a forecast of future debt issuance. The plan will examine the long range implications of future debt issues on debt outstanding, annual principal and interest requirements, and the general property tax levy required for debt service payments.

USES OF DEBT AND OTHER FORMS OF BORROWING

The City may use long term financing for the acquisition, maintenance, replacement, or expansion of capital assets and infrastructure. The City will not issue long term debt to fund current operations. Financing options allowed under State of Wisconsin Statutes, including but not limited to: general obligation bonds and notes, State Trust Fund Loans, utility mortgage revenue bonds, capital or secured equipment leases, tax increment bonds, special obligation bonds and bond anticipation notes may be considered.

LENGTH OF DEBT AND TIMING OF BOND ISSUES

Debt will be structured to provide for the shortest repayment period, while minimizing large fluctuations in property tax or other revenue requirements for debt retirement. The amortization period will be based upon a fair allocation of costs to current and future beneficiaries of the capital and infrastructure assets, and to revenue streams used to finance the annual debt service payments. Generally, the City issues promissory notes with a ten (10) year amortization for general capital improvement projects. Tax increment financing projects, and significant facility projects may warrant a longer term debt schedule, but in most cases no to exceed a twenty year repayment schedule. Call features may be included if appropriate and financially feasible. Under no situations will the financing term exceed the useful life or average useful lives of the assets to be financed. To help protect the City's bond rating, bond sales will be scheduled in an orderly schedule to assure the markets of the stability of the City's financial decisions.

CAPITALIZED INTEREST

The City will generally not capitalize interest on its general fixed assets and infrastructure assets. Capitalized interest will be considered an increased cost of the project for proprietary fund assets for which borrowing is used as a financing mechanism.

DEBT CAPACITIES

Utilizing the City's debt capacity will be used only after other financing options have been exhausted. Such debt issuance must comply with all other requirements of the debt policy. The increased use of debt shall not negatively impact the City's credit rating.

DEBT GUARANTEES AND ENHANCEMENTS

The City may consider, on an individual basis, the use of bond insurance or other debt enhancements when it proves cost effective or otherwise desirable. Such guarantees could consider the commitment of assets, and other resources to secure the City's financial position. Fiscal analysis must indicate areas of risk and show that revenues are sufficient to cover annual debt requirements. Selection of credit enhancements will be recommended by the financial advisor and finance director.

CONDUIT FINANCING

Conduit financing is debt issued by the City of Wausau to finance a project of a non-city third party. The City may sponsor conduit financing for those activities (economic and industrial development, housing, health facilities, etc.) that have a general public purpose and are consistent with the City's overall goals. Unless a compelling public policy rationale exists, such conduit financing will not in any way pledge the City's faith and credit. Information regarding the financial feasibility of the project and financial capacity of the company may be reviewed by the City prior to the approval of such financing.

CREDIT RATING

The City of Wausau seeks to maintain the highest possible credit rating for all categories of debt that can be achieved without compromising the City's operational objectives. The City recognizes that its credit rating can be impacted by conditions of the economy which are out of its control.

FINANCIAL DISCLOSURE

Every financial report and bond prospectus will follow the City's commitment to complete and full disclosure in conformance with industry requirements. The City's intent is to provide necessary information to constituents, council members, investors, departments, financial institutions, rating agencies, grantors, governmental agencies, and other interested parties. This includes, but is not limited to, meeting the Securities and Exchange Commission Rule 15c2-12 secondary disclosure requirements.

DEBT LIMITS

The City will maintain outstanding debt in an amount not exceeding one-half of the City's aggregate statutory borrowing limit prescribed by State Statute 67.03(1)(a), in order to maintain a borrowing appropriate with our credit rating objectives, and the City's desire to preserve its financial flexibility by maintaining an adequate unused margin to be available for extreme emergencies.

PAY AS YOU GO FINANCING

The City will strive to provide pay as you go financing at levels appropriate to the current years capital improvement budget. Using combinations of current year's property tax levy and previously unspent funds, the City will also commit an annual contribution of general property tax dollars equal to or greater than the previous years commitment.

INDEPENDENCE, METHOD AND AWARD OF SALE

The City will select a method of sale that is most appropriate in light of the City's financial position, the market environment, project specific needs, and other related conditions. Unless specific situations exist, the City will issue its debt obligations through a competitive sale. Award of the sale will be based on the True Interest Cost Method (TIC). Under certain situations, it may be appropriate to seek financing through other methods such as negotiated sale, or private placement. All such alternative methods of sale will receive prior approval from the Finance Committee and Common Council. The financial advisor shall maintain complete independence from the underwriting process.

REFUNDING PRACTICES

Periodic reviews of all outstanding debt will be performed to determine refunding opportunities. Refunding will be considered when there is a net economic benefit, (as measured in "present value"), of the refunding, to improve restrictive debt covenants, or to improve debt structure.

ARBITRAGE

The City's bond counsel will prepare a nonarbitrage certificate with each tax-exempt issue. It is the responsibility of the Finance Department to assure compliance with the most current arbitrage regulations. The City will segregate bond fund investments or, at a minimum, maintain monthly allocations of commingled bond investments. The City will plan projects carefully in advance to determine the applicability of the rebate exceptions and if necessary, will have rebate calculations performed annually during the construction period, and no less often than on a five year basis thereafter, until the bonds mature.



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414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
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Milwaukee
Minneapolis
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Phoenix
St. Louis
San Diego
Tampa
Tucson
Washington, D.C.

May 13, 2025

VIA EMAIL AND UPS

Ms. Maryanne A. Groat
Finance Director/Treasurer
City of Wausau
407 Grant Street
Wausau, WI 54403

Re: \$2,172,756 Taxable General Obligation Promissory Notes,
Series 2025 (Safe Drinking Water Loan) - Closing Documents

Dear Maryanne:

Enclosed is one copy of each of the closing documents for this issue, as well as the Note itself. Please arrange for each document to be signed by the officer whose name appears below the respective signatory line, and sealed where indicated.

These closing documents contain certifications upon which we are relying in giving our opinion as to the validity of the Notes. These certifications reflect information we have obtained from you or other transaction participants. Please review all of the certifications carefully and confirm that the information is correct. If you have questions about any of the certifications, please call us to discuss them.

Please return the executed documents by an overnight delivery service so that we receive them no later than **Friday, May 30**, so we can prepare the transcript of proceedings for the closing scheduled for Wednesday, June 11. If you have any questions regarding the enclosed, please give me a call.

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Ms. Maryanne A. Groat
May 13, 2025
Page 2

Please also note that since the City entered into a continuing disclosure undertaking in connection with bonds or notes issued on or after February 27, 2019, the incurrence of this Safe Drinking Water Loan may constitute a material event of which notice must be posted on the EMMA website within 10 business days.

Very truly yours,

QUARLES & BRADY LLP



Bridgette J. Keating

BJK:JPL:TAB

Enclosures

#940025.00122

cc: Kaitlyn A. Bernarde (w/enc. via email)
Kody Hart (w/enc. via email)
Season Welle (w/enc. via email)
Anne Jacobson, Esq. (w/enc. via email)
Eric Lindman (w/enc. via email)
Scott Boers (w/enc. via email)
Greg Schanen (w/enc. via email)
Phil Cosson (w/enc. via email)
Brian Roemer (w/enc. via email)
Aaron Heintz (w/enc. via email)
Katherine C. Miller (w/enc. via email)
Jessica Fandrich (w/enc. via email)
Rachel Liegel (w/enc. via email)
Andrea Ceron (w/enc. via email)
Amy Johnson (w/enc. via email)
Kathryn Leja-Brennan (w/enc. via email)
Jacob P. Lichter (w/enc. via email)
Tracy A. Berrones (w/enc. via email)

\$2,172,756
City of Wausau, Wisconsin
Taxable General Obligation Promissory Notes, Series 2025

CLOSING CERTIFICATE

Doug Diny, the Mayor, and Kaitlyn A. Bernarde, the City Clerk of the City of Wausau, Marathan County, Wisconsin (the "Municipality"), hereby certify as follows:

1. We are the duly qualified and acting Mayor and City Clerk of the Municipality and have been such at all times pertinent to the authorization and delivery of the "Taxable General Obligation Promissory Notes, Series 2025" of the Municipality (the "Notes").

2. We have executed and sealed the negotiable, fully-registered Notes. The Notes are in the aggregate principal amount of \$2,172,756, are dated June 11, 2025, and are numbered from 1 upward. The Notes mature in installments of principal due on May 1 of each of the years 2026 through 2035, and bear interest at a rate of 0.250% per annum. We were duly authorized to execute the same.

3. Attached in the Closing Transcript is a true and complete copy of a resolution entitled: "Resolution Authorizing the Issuance and Sale of Up to \$2,172,756 Taxable General Obligation Promissory Notes, Series 2025, and Providing for Other Details and Covenants With Respect Thereto" (the "Note Resolution"). The Note Resolution was duly adopted by the Common Council of the Municipality (the "Governing Body") on May 27, 2025. The Note Resolution has not been repealed, amended or modified in any respect and remains in full force and effect today.

4. Attached in the Closing Transcript is a true and complete copy of the Certificate of Compliance with Open Meeting Law Public Notice Requirements with respect to the May 27, 2025 meeting of the Governing Body of the Municipality, evidencing compliance with Subchapter V of Chapter 19, Wisconsin Statutes.

5. Attached in the Closing Transcript is a true and complete copy of the part of the minutes of the May 27, 2025 meeting of the Governing Body wherein the Governing Body adopted the Note Resolution.

6. Attached in the Closing Transcript is a true and complete copy of a sworn affidavit from an authorized representative of the official newspaper of the Municipality, in which a notice has been published pursuant to Section 893.77, Wisconsin Statutes, regarding the adoption of the Note Resolution.

7. Attached in the Closing Transcript is a Specimen Note. The signatures of Doug Diny, the Mayor, and Kaitlyn A. Bernarde, the City Clerk of the Municipality, are their respective true signatures, and the seal of the Municipality appearing on the Notes is an accurate impression or facsimile of the seal of the Municipality.

8. Attached in the Closing Transcript is a true and complete copy of the Financial Assistance Agreement relating to the Notes; said Financial Assistance Agreement has not been amended or modified in any respect and remains in full force and effect today.

9. The Municipality is a duly organized and existing municipal corporation of the State of Wisconsin.

10. There are no rules or resolutions in effect which require any officer or official of the Municipality, other than the Mayor and the City Clerk of the Municipality, to execute bonds or promissory notes of the Municipality.

11. Each meeting of the Governing Body or any committee of the Municipality at which the Note Resolution was taken up was held at the place and time and called and notified in the manner routinely established by the Governing Body or such committee and proceeded in accordance with a written agenda; was notified to the public and news media and conducted in full compliance with the "open meeting" laws of the State of Wisconsin, and particularly Subchapter V, Chapter 19, Wisconsin Statutes; was held in a public, accessible place in the Municipality, with doors open at all times to the public; and no secret ballot was taken thereat; and no such meeting was commenced, subsequently convened in closed session and thereafter reconvened in open session, unless public notice of such subsequent open session was given at the same time and in the same manner as the public notice of the meeting convened prior to the closed session. All such meetings were fully lawful and in all respects in accordance with the rules of the Municipality. Each such meeting was a regular meeting or duly-called special meeting, held at the place in the Municipality, on the date and at the time and notified in the manner routinely established by rule of the Governing Body.

12. The meeting of the Governing Body was held on May 27, 2025, at which a quorum was present throughout. The Governing Body consists of 11 Alderpersons. At such meeting, the Note Resolution was introduced by one of the Governing Body members in accordance with routinely established procedures of the Governing Body (all Governing Body members having full copies thereof in advance and adequate time to read and examine prior to adoption, and no member objecting); and, on motion duly made and seconded, duly adopted by the unanimous affirmative vote of the members present, upon an aye or no vote duly recorded in the Governing Body minutes.

13. The City Clerk of the Municipality has recorded a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in a separate record book as required by law. This record has been available for public inspection during normal business hours at the City Clerk's office in the Municipality and no person was denied the right to inspect or duplicate it.

14. Attached in the Closing Transcript is a true and complete copy of a "Certificate of Equalized Value," furnished by the state officer authorized by law so to certify, certifying that the aggregate, full, equalized value of all the taxable property in the Municipality, as last determined by the Wisconsin Department of Revenue pursuant to Sections 67.03 and 70.57, Wisconsin Statutes, is \$4,387,427,300, an amount which, to the best of our information and belief, is correct.

15. We have reviewed, the Note Resolution appearing in the Closing Transcript, and to the best of our information and belief, all of the statements made therein are true and correct.

16. No petition has been filed with the Municipality protesting against issuance of the Notes, and any period for filing such a petition as permitted by law has expired.

17. No litigation is pending or, to our knowledge, threatened (i) to restrain or enjoin the issuance or delivery of any of the Notes, or (ii) in any way contesting or affecting the validity of the Notes or the Note Resolution.

18. There is no litigation pending or, to our knowledge, threatened against the Municipality or involving any of the property or assets under the control of the Municipality that involves the possibility of any judgment or uninsured liability which may result in any material adverse change in the business, properties, assets or in the condition, financial or otherwise, of the Municipality or the Water System.

19. Neither the corporate existence nor boundaries of the Municipality nor the title of its present or former officers to their respective offices is being contested, and no authority or proceedings for the issuance of the Notes have been repealed, revoked or rescinded. No petition has been filed requesting that the Notes not be issued.

20. Based on our inquiry, information and belief, no part of the funds of the Municipality or the Water System derived from the issuance and sale of the Notes shall inure to the benefit of or be distributable to any official of the Water System or of the Municipality, except for the lawful payment or compensation for services rendered and its lawful reimbursement of expenses incurred, and no loans shall be made, and no property or services shall be purchased or sold, leased or otherwise disposed of, to any such official as a result of the use of such funds by the Municipality or by the Water System.

21. Based on our inquiry, information and belief, no official of the Water System or of the Municipality has any private interest, direct or indirect, in any of the proceedings relating to the authorization, issuance and sale of the Notes.

22. The Municipality is able to pay all of its current operating expenses in the usual course as they come due without need for special or exceptional tax levies.

23. Excluding the Notes, the Municipality currently has outstanding general obligation indebtedness in an aggregate principal amount not exceeding \$59,549,779.

24. The total general obligation indebtedness of the Municipality, including the Notes, is not more than \$61,722,535 and does not exceed any general or special constitutional or statutory limitation thereon.

25. The Municipality is not in default on any borrowed money obligation.

26. The Municipality delivered the Notes to the State on the date of this Certificate.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the Municipality as of June 11, 2025.

CITY OF WAUSAU, WISCONSIN

(SEAL)

By: _____
Doug Diny
Mayor

By: _____
Kaitlyn A. Bernarde
City Clerk

IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF WAUSAU

By: _____
Doug Diny
Mayor

Attest: _____
Kaitlyn Bernarde
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

REGISTERED
NO. 1

UNITED STATES OF AMERICA
STATE OF WISCONSIN
MARATHAN COUNTY
CITY OF WAUSAU

REGISTERED
\$2,172,756

TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2025

Final
Maturity Date

May 1, 2035

Date of
Original Issue

June 11, 2025

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN
PROGRAM

FOR VALUE RECEIVED the City of Wausau, Marathan County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, the principal sum of an amount not to exceed TWO MILLION ONE HUNDRED SEVENTY-TWO THOUSAND SEVEN HUNDRED FIFTY-SIX DOLLARS (\$2,172,756) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2026 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 0.250% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2025.

The principal amount evidenced by this Note may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration (the "Financial Assistance Agreement") including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2026 in an amount equal to an amount which when amortized over the remaining term of this Note plus current payments of interest (but only on amounts drawn hereunder) at Zero and 250/1000ths percent (0.250%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Note shall be payable only upon presentation and surrender of this Note at the office of the Municipal Treasurer. Principal hereof and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date (as directed by the registered owner) and if by check or draft, mailed from the office of the Municipal Treasurer to the person in whose name this Note is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

This Note shall not be redeemable prior to its maturity, except as provided in the Financial Assistance Agreement.

This Note is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Note, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Note shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Note is issuable solely as a negotiable, fully-registered note, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Note is issued for the purpose of providing for the payment of the cost of constructing improvements to the Water System of the Municipality, specifically the replacement of private side and public side lead service lines, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 67.12(12), Wisconsin Statutes, and a resolution adopted May 27, 2025, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$2,172,756 Taxable General Obligation Promissory Notes, Series 2025, and Providing for Other Details and Covenants With Respect Thereto". The principal of and interest on this Note are payable in lawful money of the United States of America as aforesaid, and for the prompt payment of the principal and interest on this Note, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Municipality are hereby irrevocably pledged.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Note have existed, have happened and have been performed in due time, form and manner as required by law; that the indebtedness of the Municipality, including this Note and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual irrepealable tax has been levied by the Municipality sufficient to pay the interest on this Note when it falls due and also to pay and discharge the principal hereof at maturity.

IN WITNESS WHEREOF, the Municipality has caused this Note to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF WAUSAU, WISCONSIN

(SEAL)

By: _____
Doug Diny
Mayor

By: _____
Kaitlyn A. Bernarde
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

the within Note and all rights thereunder, hereby irrevocably constituting and appointing

Attorney to transfer said Note on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

SCHEDULE A

\$2,172,756

CITY OF WAUSAU, WISCONSIN
TAXABLE GENERAL OBLIGATION
PROMISSORY NOTES, SERIES 2025

<u>Amount of Disburse- ment</u>	<u>Date of Disbursement</u>	<u>Series of Notes</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Amount</u>
May 1, 2026	\$214,842.44
May 1, 2027	215,379.54
May 1, 2028	215,917.99
May 1, 2029	216,457.79
May 1, 2030	216,998.93
May 1, 2031	217,541.43
May 1, 2032	218,085.29
May 1, 2033	218,630.50
May 1, 2034	219,177.07
May 1, 2035	219,725.02

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE

Approving an Adjusted Summer Hours Pilot for July 7, 2025 – August 29, 2025.

Committee Action: Approved 3-1

Fiscal Impact: None

File Number: 25-0520

Date Introduced: May 27, 2025

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, in 2021 a summer hours pilot proposal was introduced to the Human Resources Committee, which was not voted on due to the value of being available to assist residents and the desire for many employees to be able to participate, and

WHEREAS, in 2022 the Employee Relations Committee, now called the Employee Engagement Committee, discussed and championed an adjusted summer hours schedule, and

WHEREAS, in 2024 the mayor authorized a 4-week adjusted summer hours pilot at City Hall which received positive feedback from employees with minimal complaints from residents, and

WHEREAS, municipalities across Wisconsin, including the Village of Rib Mountain, City of Schofield, and Village of Rothschild have adopted adjusted summer hours schedules which follow regional trends, and

WHEREAS, the city recognizes that adjusted summer hours schedules enhance employee morale and retention at no additional cost with minimal impacts to public access, and

NOW, THEREFORE, BE IT RESOLVED that the Common Council approves and adopts the adjusted summer hours pilot program for July 7, 2025 – August 29, 2025, with the hours of 7:15am – 4:30pm Monday through Thursday, and 7:15am – 12:15pm on Fridays, and directs the appropriate staff to notify the public and employees of this change, and

BE IT FURTHER RESOLVED that the appropriate staff are directed to implement a resident feedback plan that includes online, and paper survey methods with partnership outreach to obtain feedback from a diverse section of our community and share back the results to the Human Resources Committee at the conclusion of the pilot program.

Approved:

Doug Diny, Mayor

DRAFT

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: May 12, 2025, at 5:00 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney (C), Terry Kilian (VC), Gary Gisselman, Michael Martens,
MEMBERS ABSENT: Vicki Tierney
Also Present: Mayor Diny, Lisa Nowak, Dust Kraege, Kaitlyn Bernarde, Matthew Barnes

Discussion and Possible Action to Approve Adjusted Summer Hours Pilot.

McElhaney said that this item was brought back from last month, and the committee had asked for some items to be vetted.

Nowak explained that the updated information in the packet included ways in which the City could collect data from the public year-round to get an idea of how the residents feel about the pilot and adjusting hours. Also included was transaction data for 2023 and 2024 compiled by the Customer Service department, followed by information for hours of other municipalities and counties compiled by the Human Resources department. Nowak said that most have adopted year-round hours after doing summer hours, and though she's not suggesting this, to realize that it might be a possibility in the future to provide a better work-life balance for employees.

Kilian asked how Nowak would reach out to non-English speaking residents. Nowak said that she would personally find ways to reach out to non-English speaking residents and that working with schools and PTO groups will be a first step to finding ways to reach these citizens. Kilian asked if information included with water bills would be in different languages as well, and Nowak said that she would like to be able to do this as well.

Gisselman asked when the suggestions for communication and surveys would be done, as the initial request was for the summer hours to start after Memorial Day, which doesn't leave a lot of time to get the word out and collect feedback. Nowak said that the timeline is not ideal, but that if this item is approved, she will work with staff to ensure that communication and surveys are available as soon as possible.

Kilian said that she has received unsolicited feedback from 5-6 residents last year who were unaware and upset that City Hall was closed last summer, and 2 phone calls recently from residents who are against summer hours. Kilian said the feedback was strong and the feeling was that employees are paid by the residents to be at City Hall from 8:00 to 4:30 and that if someone wants to be off on Friday they should use vacation.

McElhaney invited Kaitlyn Bernarde up to speak. Bernarde said that a lot of staff request to be off on Fridays, and by shifting the hours open to the public as proposed, residents should

receive better customer service when City Hall is open. Kilian said that she appreciated Bernarde's response, but to keep in mind that the feedback Kilian received was from residents and was not her own, and that if City Hall was open on Fridays, residents would be provided with good customer service. Bernarde said that recently, with their department being short-staffed, one employee was scheduled off and one called in sick, which then put them in a position of having to pull someone to work the front counter.

Motion by Martens to approve Option 1. McElhaney clarified that Option 1 is 7:15 a.m. – 4:30 p.m., Monday through Thursday, Friday 7:15 a.m. – 12:15 p.m.

Gisselman asked why the opening hours would change to 7:15 a.m. during the summer and suggested that the opening time should be the same all year-round for consistency, whether it be 8:00 a.m. or 7:30 a.m., and doesn't think that opening at 7:15 a.m. makes sense. Bernarde said that the hours came from the Employee Relations Committee and that staff preferred to start earlier instead of stay later. Bernarde explained that several other departments such as DPW and Water start earlier.

Kilian said that residents who start work at 8:00 a.m. or earlier won't or cannot come to City Hall at 7:15 a.m. and believes that this doesn't serve the residents well. Bernarde said the hours open already overlap with many people's schedules, but since this idea was brought forward in 2021, several other options have become available for people to conduct their business without coming into City Hall, such as the drop box and online payments. Bernarde said that Eau Claire is open extended hours on Monday and closed on Friday, and maybe after data is collected, other options could be looked at that would provide work-life balance for 2026 or year-round.

McElhaney said that she will not vote for this because she is afraid of what it may turn into, as first the discussion was about a pilot, then summer, and now year-round. McElhaney asked about Municipal Court and their hours. Bernarde said that if hours are changed temporarily, they just need to post this on the website, but if hours were permanently changed, an ordinance change would need to be done.

Kilian asked if the pilot program could be delayed and resident input could be gathered first; get resident input this year and then do a pilot program next year? Bernarde suggested shortening the pilot program this year to start after July 4th as an option, allowing for collection of some pre-data and giving more time to communicate the change in hours.

Chief Barnes said that last year he did not allow the clerical staff to participate in the summer hours, and that staff communicated with him their desire to be included. Barnes said he told his staff that if council passes this item, he is willing to try it, but that he will expect data to be collected of how many people are serviced between 7:15 and 8:00 in the morning, and if they are creating more or less opportunity for residents. Barnes said that he is willing to try it and provide information to the council of the information gathered.

Gisselman agreed with starting the pilot after July 4th to have more time to get survey information and communication out. Bernarde said that changing the start date would also allow time for the item to go to Council and be included in the summer newsletter.

Second by Gisselman approve Option 1 with amendment to do the pilot from July 4th to Labor Day holiday. Motion passed 3-1 (*Kilian was the dissenting vote*).

Human Resource Committee Packet

May 5, 2025

Agenda Item
Discussion and possible action approving adjusted summer hours pilot.
Background
The HR Committee is asked to review data and suggestions for a 2025 summer business hours pilot. The HR Department has received input from the Employee Engagement Committee regarding an adjusted summer hours schedule, and after review of the hours other municipalities in Wisconsin are open, the best options are as follows: Option 1: 7:15 am – 4:30 pm Monday through Thursday, Friday 7:15 am - 12:15pm Option 2: 8:00 am – 4:30 pm Monday through Thursday, Friday 8:00 am – 12:00 pm Option 3: 8:00 am – 4:30 pm Monday through Thursday, Friday 8:00 am – 12:00 pm *Staff still answers phones until 4:30* Some departments would be exempted from summer hours, based on service needs. Each department Director must determine whether their divisions can participate. There is no impact or additional work for payroll as employees would be expected to work their scheduled number of hours each week. This plan encourages a healthy work-life balance, encourages positive employee morale, and provides the city with a no-cost employee attraction and retention tool. The 2024 summer hour pilot received positive employee feedback. The goal is to gather more information and data in 2025 so we can make an informed decision on a permanent go-forward basis.
Fiscal Impact
None
Staff Recommendation
Option 1 – open earlier all week long for the public to have even more access to city services.
Staff contact: Lisa Nowak 715-261-6634

City Council Proposal

Subject: Proposal to Pilot City Hall Public Hours Adjustment on Fridays During Summer Months

Submitted by: Employee Relations Committee

Date: May 5, 2025

Purpose

To propose a pilot program adjusting City Hall public hours on Fridays from Memorial Day through Labor Day, and to seek public feedback using cost-effective and inclusive survey methods.

Background

Since 2021, City employees have expressed interest in a summer office schedule that allows for reduced hours on Fridays to support work-life balance, morale, and wellness. In 2024, the City piloted adjusted summer hours and surveyed staff post-pilot. Results indicated strong employee support and minimal operational disruption. This proposal builds upon that pilot and incorporates both internal and external feedback opportunities.

Proposal Overview

	OPTION 1	OPTION 2	OPTION 3
Monday – Thursday Hours	7:15am – 4:30pm	8:00am – 4:30pm	8:00am – 4:30pm
Friday Hours	7:15am – 12:15pm	8:00am – 12:00pm	8:00 – 4:30 [building closes at noon, staff answers phones until 4:30]
Hours City Hall is open to the Public	42.5	38	38
Staff Answering Friday Afternoons	No	Yes	Yes
Hours Staff Are Working	40	40	40
Staff Work Hours Outside Building Hours	No	Yes	Yes
Other Municipalities having Same or Similar Hours	Rothschild, Kronenwetter, Rib Mountain	La Crosse	Eau Claire
Benefits to Employees	Reduced work hours on Fridays	More uninterrupted work time	More flexibility over work schedule

Departments: All eligible departments encouraged to participate, subject to service needs and the discretion of each department Director. Divisions outlined in the handbook as receiving overtime- defined as work in excess of (8) hours per day-will be eligible for overtime after 40 hours of work performed while under the summer schedule.

Public Engagement and Marketing Plan

To ensure transparency and community input, we recommend launching a low-cost, city-wide survey to gather resident and business feedback on the proposed summer hours. These same low-cost methods can be used to communicate the updated hours.

Survey and Communication Methods:

1. Online Survey via Google Forms: Shared on the City's website, Facebook page, and email newsletters.
2. Utility Bill Insert: Flyer including a summary and QR code distributed with utility bills. This can be done both pre and post-adjustment, as the utility bills are staggered throughout the year.
3. Drop Box Surveys: Paper surveys and QR codes available at City Hall and community spaces.
4. Social Media Polls: Pulse-checks through City-run platforms.
5. Partnership Outreach: Collaborations with local institutions to reach underserved populations.
6. Mailer: Summer Flyer
7. Press Release

Supporting Data

- In 2023, 31 transactions occurred on average between 1:00–4:30 p.m. Fridays; some days as low as 14.
- In 2024, an average of 21.75 transactions occurred between 12:15 and 4:30 pm on Fridays.
- In 2024, 17 other municipalities had shorter Friday hours; 12 have adopted this schedule year-long.
- The 2024 pilot showed no issues with employee accountability or customer service impacts.
- Peer municipalities like Eau Claire, La Crosse, Rothschild, and Schofield use similar schedules.

Benefits of the Proposal

- Enhances Employee Morale & Retention at no additional cost
- Increases Operational Efficiency
- Aligns with Regional Trends
- Maintains or Minimally Impacts Public Access

Recommendation

Authorize a 2025 pilot program for adjusted City Hall hours and approve the launch of a city-wide public feedback survey. Option 1 works best for Customer Service; other departments can flex around this schedule.

Requested Action

- Committee selection and approval of the 2025 summer pilot program
- Committee approval of the resident feedback plan to accompany the pilot

CITY OF WAUSAU - MUNICIPALITY SUMMER HOURS SURVEY (Conducted by Human Resources 4/2025)

MUNICIPALITY	POPULATION	SUMMER HOURS?	DETAIL
Green Bay	107,395	Year Round	M-Th 7:30 - 5:00, Fr 7:30-11:00
Kenosha	99,986	No	
Racine	77,816	No	
Appleton	75,644	No	
Waukesha	71,158	No	
Eau Claire	69,421	Year Round	M 7:30-6:00, Tu-Th 7:30-4:30, Fr closed
Oshkosh	66,816	No	
La Crosse	52,680	Year Round	M-Th 8:00-4:00, Fr closed
Sheboygan	49,929	Year Round	M-Th 7:00-4:30, Fr 7:00-11:00
Wauwatosa	48,387	No	
Fond du Lac	44,678	No	
Brookfield	41,464		
New Berlin	40,451	No	
Wausau	39,994		
Menomonee Falls	38,527	No	
Greenfield	37,803	No	
Franklin	36,816	No	
Beloit	36,657	No	
Oak Creek	36,497	No	
Manitowoc	34,626	Year Round	M-Th 7:30 - 5:00, Fr 7:30-11:00
West Bend	31,752	No	
Fitchburg	29,609	Year Round	M-Th 8:00-4:00, Fr 8:00-2:00
Superior	26,751	No	
Stevens Point	25,666	No	
Marshfield	18,929	Year Round	M-Th 7:30-4:30, Fr 7:30-12:00
Wisconsin Rapids	18,877	Year Round	M-Th 8:00-4:30, Fr 8:00-12:00
Weston (Village)	15,723	*	*Public Works has alternative hours
Elkhorn	10,247	No	
Kronenwetter	8,500	Yes	M-F 7:00 - 4:30, F 7:00 - 11:00
Rhineland	8,285	No	
Rib Mountain	7,000	Yes	M-Th 7:30 - 5:00, Fr 8:30-1:00
Rothschild	5,500	Yes	M-F 7:00 - 4:30, F 7:00 - 11:00

Summer Hours Pilot 2025 – Project Plan

Project Timeline

Phase	Dates
Planning & Community Identification	May 15 – June 1
Outreach Material Development	June 1 – June 15
Community Engagement	June 15 – August 15
Data Collection & Evaluation	Ongoing
Report & Recommendation	Ongoing

Key Roles and Responsibilities

Area	Task	Assigned To
Project Manager	Lead overall coordination, timeline, and stakeholder meetings.	[Name]
Community Outreach Lead	Identify neighborhoods and outreach areas.	[Name]
Equity & Inclusion Advisor	Ensure accessibility and inclusivity.	[Name]
Language Services Coordinator	Translate and coordinate multilingual efforts.	[Name]
Public Communications	Develop digital and print materials.	[Name]
Survey/Data Coordinator	Collect and analyze public feedback.	[Name]
Community Liaisons	Engage local trusted messengers.	[Name]

Communications & Feedback Assignments

Task	Description	Assigned Committee Member
City Website Updates	Post changes and info on City homepage.	[Name]
City Facebook Page	Schedule and post updates.	[Name]
Social Media Polls	Run polls before, during, and after pilot.	[Name]
Emailed Newsletters	Distribute info to residents and staff.	[Name]
Summer Flyer Mailer	Mail flyers to all residents.	[Name]
QR Code Survey	Develop digital survey link for distribution.	[Name]
Paper Surveys (City Hall Vestibule)	Set up station and manage supply / gather responses.	[Name]
Utility Bill Mailers	Include info in monthly bills.	[Name]
Press Release	Draft and distribute official statement.	[Name]

Documentation & Survey Development

Task	Description	Assigned To
Develop Survey Questions	Draft survey questions in multiple formats.	[Name]
Create Central Documentation Hub	Set up shared folder for all files.	[Name]

Adjusted Summer Hours Schedule Proposal
Frequently Asked Questions

A. BACKGROUND

1. Why do some employees want a different summer schedule?

- i. City staff have expressed interest in having a summer office schedule that would allow employees to work fewer hours on Fridays to allow for:
 - 1. Low-Cost morale boost for employees
 - 2. Remain competitive with other municipalities for talent.
 - 3. Increased engagement and productivity during the workweek.

2. Why are you bringing these proposals to the HR Committee now?

- i. This has been an important topic for employees since 2021. There was a pilot in 2024 designed to identify potential problems, and gauge staff's perception of the schedule change. Half of City Hall employees completed a post-pilot survey in 2024 that stated overall they like approved the pilot. City leadership then wanted the project brought to Council for approval to either extend the pilot or add permanently to the handbook.

B. HOLIDAY WEEKS AND RECORDING EMPLOYEE TIME

1. How will you handle employee hours during holiday weeks?

- a. Employees would receive their 8-hour (or pro-rated as applicable) holiday pay and would adjust / flex their workweek hours depending on schedules.
 - i. In 2025 Memorial Day and the 4th of July fall on weekdays: adjust your schedule during the week to 32 hours to accommodate the 8-hour holiday.
- b. As another example, in 2026, the 4th of July falls on a Saturday, so it's observed on Friday and would be treated the same as 2025.

2. What about when the holiday falls on other days of the week like on a Tuesday or Wednesday?

- a. It would be treated the same as above.

3. This seems very complicated to keep track of. Is it worth it?

- a. Departments are already managing time off 52 weeks a year to ensure there is office coverage. The 2 holiday weeks in 2025 can be managed if there is communication and support with department heads and supervisors to ensure:
 - i. Office coverage
 - ii. Employees are working their agreed upon hours per week.

4. How will this adjusted schedule be handled in Workday?

- a. Alternate schedules are unnecessary in Workday. Employees will record their clock in and clock out times, and supervisors review and approve all hours per week before payroll is processed.

C. SERVICE TO RESIDENTS AND BUSINESSES

1. Will you provide the same number of hours being open to the public?

- i. Currently City Hall and most City facilities are open Monday – Friday 8:00am – 4:30pm. That is 42.5 hours open. Full time staff work 40 hours per week with a 30-minute lunch break. Option 1 would maintain the same 42.5 hours per week. Options 2 and 3 would be open for a total of 38 hours per week but offer additional hours earlier or later. The 2024 pilot maintained 42.5 hours per week.

2. How many customers do you help with Friday afternoons?

- i. In 2023, an average of 131 transactions occurred between 8 am and 1 pm. Between 1 pm and 4:30, the average was 31, with some days being as low as 14 (that is 4 people per hour).
- ii. Unfortunately, we don't have specific data on this for 2024. With Options 1 or 2, we would provide the same level of service to residents in the mornings. Communication will be distributed to

residents regarding the schedule change, with emphasis on the different options available to pay or connect with staff members including:

1. Using the drop box in front of City Hall
2. Scheduling automatic payments online, or utilizing the Water Works website.
3. Utilize forms, email and phone calls Monday-Thursday and Friday mornings.

3. How would the adjusted schedule be communicated to residents and businesses?

- i. We would communicate the adjusted schedule with the public, like how we did in 2024 plus more including:
 1. Posting on the City website (news story, banner, posted hours)
 2. Signage in participating facilities
 3. Facebook posts on City pages (Police
 4. Press Release
- ii. Proper communication will be posted outside of City Hall during closure; with envelopes to place payments in the payment drop box. We have used this previously during the winter holidays with success.

D. INDIVIDUAL EMPLOYEES AND DEPARTMENTS

1. Which departments would participate in an adjusted summer schedule?

- i. It is acknowledged that certain jobs may not be able to participate in this particular pilot, however there are other ancillary benefits available to them as well that may not be available to others. However, some administrative positions are interested in participating even if the entire department cannot.

DEPARTMENT	2025	2021	NOTES
Assessment		Yes	
Attorney	Yes	Yes	
Community Development	Yes	Yes	
CDA	Yes	Yes	Support Staff
Customer Service	Yes	Yes	
Engineering	Yes	No	Office Manager and Engineering Technician
Fire	Yes	Yes	Support Staff
Human Resources		Yes	
Inspections	Yes	No	
Mayor	Yes	Yes	
Metro	No	No	Does not work for Administrative Staff
Municipal Court	Yes		
Police	Yes	Yes	Support staff
Public Works/ Streets	Yes	No	Support staff
Water	Yes	No	Support staff

2. What if employees want to work a different schedule?

- i. Supervisors, employees and co-workers will work together on scheduling to ensure sufficient office coverage, and provide the same level of customer service.
- ii. The Customer Service Department must be staffed whenever City Hall is open. We have found that either having City Hall open or closed will provide the best service to customers and be the fairest to staff. Individual departments are already planning on their own schedules to address summer vacations. By either having City Hall open or closed and communicating that to residents, it will

ensure that people who come to City Hall can get the best service, rather than the departments they want to see being closed and irregular times.

3. What if departments in the city don't want to participate?

- i. Other municipalities have different schedules for different departments or facilities.

4. How will part-time employees still get their regularly scheduled hours?

- i. Individual departments will work with part-time staff to ensure that they are working the same number of hours if desired. The Customer Service Department consists mostly of part-time staff, and in 2024 they created a schedule that allowed each part-time employee to take a Friday off.

5. Can the Municipal Court department participate due to our city ordinance?

- i. Yes, if it is a temporary schedule change, the Municipal Court can notify the public on the City's website at the discretion of the Municipal Judge. If it were to turn into a permanent schedule change, you would need to update the city ordinance.

6. How will you ensure staff are working their agreed to number of hours per week?

- i. It is the responsibility of supervisors to ensure that their employees are working their agreed upon hours. We did not have any problems with this during the 4-week pilot in 2024.

7. What if people already have vacations scheduled during this time for 2025?

- i. Employees can adjust their absence requests in Workday by either adding or removing hours as needed. Hopefully, we can get an option approved so we can communicate out the change with enough notice.

E. OTHER MUNICIPALITIES

1. What are our neighboring municipalities doing for summer hours?

- i. See proposal chart.

County	Holidays	Hours	1/2 Day Fridays	Notes
Shawno County	10	8-4:30 M-F	Y	Summer 1/2 day Friday
Green Bay	10	7:30 - 5 M-TH 7:30-11:30 F	Y	Year round 1/2 day Friday
Kimberly		6-3:30 M-TH 6-10 F	Y	Year round 1/2 day Friday
Manitowoc	9	7:30 - 5 M-TH 7:30-11:30 F	Y	Year round 1/2 day Friday
Sheboygan		7-4:30 M-TH 7- 11 F	Y	Year round 1/2 day Friday
Kenosha	12	8-5 M-F	Y	Summer 1/2 day Friday
City of Wausau	10	8-4:30 M-F	Y	Summer 1/2 day Friday
Green County	9	8-4:30 M-F	Y	Alternative Schedule
Price	10	8-4:30 M-TH 8-12 F	Y	Year round 1/2 day Friday
Rib Mountain	10	Varies	Y	Summer 1/2 day Friday
Lincoln County	10	8-4:30 M-TH 8-1 F	Y	Year round 1/2 day Friday
Antigo	8.5	7:30 -4:30 M-F 7:30 - 12 F	Y	Year round 1/2 day Friday
Marshfield	10	7:30 -4:30 M-F 7:30 - 12 F	Y	Year round 1/2 day Friday
Lafayette County	11	7:30-4:30 M-TH 7:30 -2 F	Y	Year round 1/2 day Friday
Rusk	10	8-4:30 M-TH 8-12 F	Y	Year round 1/2 day Friday
Iron County	11	8-4 M-F & 7:30- 4:30 M-TH 7:30 -11:30 F	Y	Year round 1/2 day Friday
Pepin County	10	8-5 M-TH 8-11:30 F	Y	Year round 1/2 day Friday
Oneida	9	8-4:30 M-F	N	Flex
Eau Claire County	11	8-4:30 M-F	N	Flex
Bayfield County	11	8-4 M-F	N	Flex
Crawford County	11	8-4:30 M-F	N	Alternative Schedule
Taylor County	9.5	8/8:30 - 4:30 M-F	N	
Juneau County	11	8-4:30 M-F	N	Flex
Portage County	10	7:30 - 4:40 M-F	N	Alternative Schedule
Sauk County	11	8-4:30 M-F	N	Flex
Dodge County	10	8-4:30 M-F	N	Flex
Buffalo County	11	8-4:30 M-F	N	
Florence County	11	8:30 - 4:00 M-F	N	Alternative Schedule
Sawyer County	11	8-4 M-F	N	Flex
St. Croix	10	8-4:30 M-F	N	Flex
Monroe	10	8-4:30 M-F	N	Flex
Wood County	10	8-4:30 M-F	N	Alternative Schedule
Green Lake	11	8-4:30 M-F	N	
Rock	11	8-5 M-F	N	Alternative Schedule
Langlade County	11	8-4:30 M-F	N	
Douglas County	11	8-4:30 M-F	N	Flex
Winnebago	10	8-4:30 M-F	N	Alternative Schedule
Walworth	10	8-4:30 M-F	N	
Stevens Point	13	7:30 - 4	N	Flex
Barron	11	8-4:30 M-F	N	Flex
Dunn	10	8-4:30 M-F	N	Flex
Rhineland	12	8-4:30 M-F	N	Alternative Schedule
Marquette County	13.5	8-4:30 M-F	N	
Kewaunee	11	8-4:30 M-F	N	Alternative Schedule
Sheboygan County	10	8-5 M-F	N	Flex
Burnett County	11	8:30 – 4:30 M-F	N	Alternative Schedule

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

RESOLUTION OF THE INFRASTRUCTURE & FACILITIES COMMITTEE

Approving Parking Stall Lease Agreement with Foundry on 3rd Ph 1, LLC – former Sears Ramp.

Committee Action: Approved 3-1

Fiscal Impact:

File Number: 19-0921

Date Introduced: May 27, 2025

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City is the owner of certain real property on which is located a City parking ramp (Sears); and

WHEREAS, Foundry on 3rd Ph 1, LLC (“Developer”) is the owner of certain real property located to the north of the Sears parking ramp on which Developer is constructing a mixed-use building (residential and commercial) pursuant to a Development Agreement dated September 28, 2022; and

WHEREAS, the City and Developer entered into a skywalk agreement dated July 22, 2024 connecting the parking ramp to the Developer’s building; and

WHEREAS, the Developer is interested in entering into a 20 year parking stall lease agreement with the City for 100 reserved stalls on the third floor of the parking ramp; and

WHEREAS, your Infrastructure and Facilities Committee, at their May 8, 2025 meeting, discussed and recommended approving the Parking Stall Lease Agreement with Foundry on 3rd Ph 1, LLC

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve of the Parking Stall Lease Agreement with Foundry on 3rd Ph 1, LLC, and further directs the proper city officials to execute the attached Agreement.

Approved:

Doug Diny, Mayor

PARKING STALL LEASE AGREEMENT

This Parking Stall Lease Agreement (the "Lease") is made and entered into as of the ____ day of _____, 2025, by and between the CITY OF WAUSAU, WISCONSIN, a Wisconsin municipal corporation ("CITY"), as Lessor, and FOUNDRY ON 3RD PH 1, LLC ("FOUNDRY"), with a principal address of 1818 Parmenter Street, Suite 400, P. O. Box 620037, Middleton, WI 53562, as Lessee.

BASIC TERMS

The following Basic Terms are hereby made a part of this Lease; if any provision of the General Terms Lease and the Basic Terms conflict, the General Terms of this Lease shall apply:

1. **Premises:** 100 reserved permit parking stalls on the third floor of the PARKING FACILITY (as defined below) closest in proximity to the skywalk entrance connecting the Phase 1 Development to the PARKING FACILITY as depicted in **Exhibit B** attached hereto.
2. **Lease Term:** Commencing on December 1, 2025 ("Effective Date") and expiring the earlier of: (a) December 1, 2045; (b) the date on which the PARKING FACILITY ceases to be available to the CITY for any reason; or (c) the date on which the CITY, in its sole and absolute discretion, terminates parking operations at the PARKING FACILITY.
3. **Rent:** \$29.00 (the "Base Rate") plus sales tax per stall multiplied by 100, less a discount of 20%, per month. During the Lease Term, the Base Rate is subject to increases equivalent to those increases established by CITY for monthly per-stall parking permit fees charged to the public.
4. **CITY Rent Payment Address:** City of Wausau, c/o Finance Director
407 Grant Street
Wausau, WI 54403
Telephone: 715-261-6620
Facsimile: 715-261-6626

Address of CITY for Notices: City of Wausau, c/o City Clerk
407 Grant Street
Wausau, WI 54403
Telephone: 715-261-6622

With a copy to: City Attorney

5. Address of FOUNDRY for Notices: 1818 Parmenter Street, Suite 400
P. O. Box 620037
Middleton, WI 53562

Registered Agent: Foundry on 3rd Mgr, LLC
1818 Parmenter Street, Suite 400
P. O. Box 620037
Middleton, WI 53562

GENERAL TERMS

WITNESSETH:

WHEREAS, CITY is the owner of the parking facility situated on the northwest corner of Fifth and Forest Streets, in the City of Wausau, and on the real property more particularly described on **Exhibit A** attached hereto, and shall hereinafter be referred to as the "PARKING FACILITY"; and

WHEREAS, FOUNDRY desires to secure sufficient parking for the tenants and guests of its residential development located at 301 Washington Street in the City of Wausau (the "Phase 1 Development") and CITY wishes to lease permit parking spaces in the PARKING FACILITY for the exclusive use of the tenants and guests of the Phase 1 Development, all upon certain terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

LEASE OF PREMISES AND LEASE TERM

1. CITY leases to FOUNDRY, and FOUNDRY leases from CITY, the Premises for the use of the tenants and guests of the Phase 1 Development (the "Users") to be used in common with other lessees and the public.
 - A. FOUNDRY and the Users are authorized to use and occupy the Premises, seven (7) days a week, twenty-four (24) hours per day.
 - B. FOUNDRY and the Users may only use and occupy the spaces for the express purpose of private parking of passenger vehicles including pick up trucks and passenger size vans, provided they meet any height restriction of the PARKING FACILITY.
 - C. Neither FOUNDRY nor any User shall use the PARKING FACILITY in any fashion that violates any laws, ordinances or codes, causes injury or damage to the PARKING FACILITY or to any person, or constitutes a public or private nuisance or waste.
 - D. CITY shall have no obligation to undertake any construction, alterations or additions to the PARKING FACILITY or the Premises, and CITY makes no warranties or representations regarding the condition of the PARKING FACILITY or the Premises. The Premises is leased to FOUNDRY in "as is" condition.
2. The term of this Lease (the "Lease Term") shall begin on December 1, 2025 ("Effective Date") and shall terminate on the earlier of:
 - A. December 1, 2045;

- B. The date on which the PARKING FACILITY ceases to be available to the CITY for any reason; or
- C. The date on which the CITY, in its sole and absolute discretion, terminates parking operations at the PARKING FACILITY; provided, however, that CITY shall give FOUNDRY written notice of its determination, in its sole and absolute discretion, to cease parking operations at the PARKING FACILITY at least twenty-four (24) months prior to such termination.

RENT

- 3. During the Lease Term, FOUNDRY will pay rent in monthly installments to CITY, in advance and without demand therefor, commencing on the Effective Date and continuing on or before the first day of each and every month, to the address specified in the Basic Terms of this Lease or at such other place as CITY may from time to time designate in writing to FOUNDRY.
 - A. The rent for each parking stall included in the Premises shall be consistent with the per-stall parking permit fee charged to the public for ramp parking established by CITY from time to time, plus tax (the "Per-Stall Rate"). In the event that CITY increases the Per-Stall Rate by more than 5% in any one year during the Lease Term, the Per-Stall Rate used in this Lease shall only increase by 5%.
 - B. The Per-Stall Rate on the Effective Date shall be \$29.00 plus tax.
 - C. During the Lease Term, the aggregate rent paid monthly by FOUNDRY for the Premises shall be an amount equal to (the "Monthly Rent"): (1) the then current Per-Stall Rate multiplied by 100; less (2) a discount of twenty percent (20%) of the amount calculated in subclause (1).
 - D. Monthly Rent not paid when due is subject to a 1-1/2% per month finance charge.

CITY'S OBLIGATIONS

- 4. CITY shall be responsible for:
 - A. Maintenance, cleaning, repainting and repairs of the PARKING FACILITY as determined by CITY in its reasonable discretion, except that CITY agrees to perform the following:
 - (i) Graffiti/Vandalism: Removal within 1 week.
 - (ii) Snow Removal: Removal within 24 hours of snow fall.
 - (iii) Structural Inspection: Performed at least once every 3 years.
 - B. CITY shall, at all times during the Lease Term, at its own cost and expense, keep and maintain the PARKING FACILITY in reasonably good order and condition, ordinary

wear and tear excepted. At any time and from time-to-time during the Lease Term, CITY reserves the right to close the PARKING FACILITY for repairs and maintenance for as long as necessary to complete such repairs and maintenance when, in CITY's sole discretion, it is necessary. When closing the PARKING FACILITY, the CITY shall seek to avoid any inconveniences to FOUNDRY. CITY will provide as much advance notice as is reasonably possible and will use reasonable efforts to provide alternate parking during the closure period. If the PARKING FACILITY remains closed for repairs or maintenance for more than five (5) consecutive days and CITY has not provided alternative parking to FOUNDRY as required by this section, Monthly Rent shall abate for each day of such closure.

- C. CITY reserves the right to remove or expel from the PARKING FACILITY, any person, including, without limitation, any User, engaging in or conducting him/herself in a manner that violates any provision of Wausau municipal code, whether cited or not. Neither CITY, nor any of its officers, agents or employees shall be liable to FOUNDRY for any damages that may be sustained by FOUNDRY through CITY's exercise of such right.
- D. CITY shall, at its sole cost and expense, provide all utilities used in the PARKING FACILITY, including, but not limited to, adequate lighting for all portions of the PARKING FACILITY at standards deemed adequate by CITY, in its reasonable discretion, for public safety and use typically found in structures of these types in Wisconsin.
- E. CITY reserves all rights respecting the PARKING FACILITY not specifically granted to FOUNDRY under this Lease, including, without limitation, the right to install, operate, and maintain security systems that monitor all persons entering or leaving the PARKING FACILITY.
- F. CITY and its officers, agents, employees, and other authorized representatives may enter the PARKING FACILITY to (a) inspect the PARKING FACILITY or (b) exercise and perform CITY's rights and obligations under this Lease, provided such access does not unreasonably interfere with the use of the Premises by FOUNDRY or any User.

FOUNDRY'S OBLIGATIONS

- 5. By its signature below, FOUNDRY:
 - A. Expressly acknowledges receipt of the PARKING FACILITY rules ("Rules"). FOUNDRY expressly agrees to provide a copy of said Rules to its agents and employees and all Users who utilize the PARKING FACILITY. FOUNDRY is solely

responsible to CITY for any violation of the Rules by FOUNDRY or any of its agents, employees, or Users.

- B. Shall have control over the distribution to, and collection from, Users, the parking permits as provided by CITY to FOUNDRY for designating parking privileges on the Premises.
- C. Shall be permitted to post directional and/or promotional signage for the Phase 1 Development, inside the PARKING FACILITY's vestibule and elevator. FOUNDRY shall be solely responsible for marking and maintaining signage for their reserved stalls in the PARKING FACILITY as approved in writing by CITY in its reasonable discretion.
- D. Understands and expressly agrees that CITY will not accept any vehicle in bailment or for safekeeping; nor shall CITY be responsible for any loss or damage to any vehicle or its contents by fire, vandalism, theft or any other cause, nor for loss, damage, injury, or death by or to any USER, other customers of the PARKING FACILITY or any other individual. FOUNDRY expressly acknowledges that CITY shall have no duty to provide security, and expressly does not assume any obligation to provide for the security of the PARKING FACILITY, or to protect any individuals, including without limitation any User, using the PARKING FACILITY, or vehicles or property in the PARKING FACILITY, from criminal activity.
- E. Agrees that FOUNDRY shall be solely responsible, if FOUNDRY, any of its agents or employees, or any User, damages the PARKING FACILITY, any personal property at the PARKING FACILITY, or any PARKING FACILITY equipment, and in addition to any liability FOUNDRY may have for any claims, losses or costs arising out of such damage, CITY may terminate this Lease if FOUNDRY does not pay for such damages incurred by CITY within 30 days of notice given pursuant to the Termination paragraph hereof.
- F. FOUNDRY shall not make or contract to have made any alterations, additions, substitutions or improvements in or to the PARKING FACILITY or the Premises, or any portion thereof.

DEFAULT

- 6. An event of default shall be deemed to occur should any of the following events happen:
 - A. FOUNDRY's failure to timely pay any monetary amount due pursuant to this Lease, including, but not limited to, Monthly Rent;
 - B. Repeated failure of FOUNDRY, any of its employees or agents, or any User to obey the rules of CITY concerning security, safety, or preservation of the PARKING FACILITY, during the Lease Term; or

- C. Failure of FOUNDRY to comply with any other term or condition of this LEASE.

TERMINATION

7. This Lease may be terminated:
- A. By either party upon 5 days' written notice to the other party upon an event of "Force Majeure" as described in this Lease;
 - B. In addition to all other remedies available to CITY at law or in equity, by CITY for any default by FOUNDRY without penalty or liability to CITY; provided, however, that CITY shall notify FOUNDRY in writing of such default and FOUNDRY shall have 30 days of receipt of CITY'S notice to cure such default;
 - C. By CITY upon written notice from CITY to FOUNDRY of any damage to the PARKING FACILITY, any personal property at the PARKING FACILITY, or any PARKING FACILITY equipment, caused by FOUNDRY, any of its agents or employees, or any User, if FOUNDRY does not pay for such damage within 30 days, as described in this Lease; or
 - D. Upon at least twenty-four (24) months' prior written notice from CITY to FOUNDRY of CITY's decision to terminate parking operations at the PARKING FACILITY.

INSURANCE

8. FOUNDRY will, at all times during the Lease Term, and at its sole cost and expense, maintain the applicable insurance required, and comply with all of the requirements, in the City's Insurance Requirements attached hereto as **Exhibit C**.

INDEMNIFICATION

9. FOUNDRY shall indemnify, save harmless and defend the CITY and its officers, agents and employees from and against any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including reasonable attorney costs and fees, for claims of any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the PARKING FACILITY or the Premises by FOUNDRY, its agents or employees, and any User.

MISCELLANEOUS PROVISIONS

- A. It is the intent that this Lease is for the benefit of the Phase 1 Development and as such FOUNDRY may, without the consent of CITY but upon reasonable prior notice to CITY, assign this Lease to any person or entity that purchases or acquires the Phase I Development; provided, however, that such person or entity assumes all of FOUNDRY's obligations under this Lease. Notwithstanding anything to the contrary in this Lease, FOUNDRY may assign up to 50 of the 100 parking stalls included in the Premises to any affiliate for its Phase 2 development but shall provide prior notice to CITY in writing of its assignment.
- B. CITY's acceptance of Monthly Rent or failure to complain of any action, non-action or default of FOUNDRY, whether singular or repetitive, shall not constitute a waiver of any of CITY's rights. If FOUNDRY's payment of any sum due CITY is accompanied by written conditions or is represented by FOUNDRY to be a settlement or satisfaction of any obligation, CITY may accept and deposit such monies without being bound by such conditions or representations unless CITY expressly agrees in a separate written instrument. CITY's waiver of any right of CITY, or any default of FOUNDRY, shall not constitute a waiver of any other right or constitute waiver of any other default or subsequent default.
- C. If CITY is required to file suit to collect any amount owed it under this Lease, CITY shall be entitled to collect reasonable attorney's fees for its prosecution of the suit.
- D. If the PARKING FACILITY or any portion thereof shall be destroyed or damaged by fire or other calamity, acts of God or other causes beyond the reasonable control of FOUNDRY or CITY, then this Lease may be terminated in accordance with this Lease. In the event of a termination by reason of "Force Majeure," CITY shall not be liable or responsible to FOUNDRY for any damages caused thereby and FOUNDRY waives all claims against CITY for damages sustained by reason of such termination, except that any unearned portion of payments shall be abated or if previously paid, refunded.
- E. This Lease constitutes the entire agreement between the parties and supersedes any and all previous written or oral agreements or representations between the parties. This Lease may only be amended in writing signed by both parties.
- F. If any covenant, condition, provision, term or agreement of this Lease is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Lease will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.
- G. Any notice under this Lease shall be given by certified mail, overnight mail, or by personal delivery, and shall be effective upon receipt. Notice shall be addressed to the receiving party and sent to its address, both as listed on page one of this Lease, Basic Terms.

- H. Each individual signing this Lease on behalf of FOUNDRY represents and warrants that they are duly authorized to sign on behalf of and to bind FOUNDRY and that this Lease is a duly authorized obligation of FOUNDRY. CITY and each individual signing this Lease on behalf of CITY represents and warrants that they are duly authorized to sign on behalf of and to bind CITY and that this Lease is a duly authorized obligation of CITY.
- I. This Lease is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Lease must be brought in Marathon County, Wisconsin.
- J. Time is of the essence with respect to this performance of every provision of this Lease in which time of performance is a factor.
- K. This Lease does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between CITY and FOUNDRY.
- L. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of CITY have any personal liability arising out of this Lease, and no party shall seek or claim any such personal liability.
- M. Notwithstanding anything to the contrary in this Lease, CITY shall not be liable to FOUNDRY, any of its agents or employees, or any User, and each of the foregoing hereby waives all claims against CITY, for any injury or damage to any person or property in or about the PARKING FACILITY or the Premises. All property in or about the PARKING FACILITY or the Premises belonging to FOUNDRY, any of its agents or employees, or any User shall be there at the risk of FOUNDRY or such other person only, and CITY shall not be liable for damage thereto or theft, misappropriation, or loss thereof, except as provided above.
- N. This Lease may be signed in any number of counterparts, and signature to any one counterpart shall be deemed signature to all counterparts, which when taken together shall constitute one contract. Transmission of the signed signature page to this Lease by DocuSign, electronic mail, or other electronic transmission of a scanned document, shall constitute effective execution and delivery of this Lease and shall be deemed to be an original signature for all purposes.

[Signature page follows.]

IN WITNESS WHEREOF, this Lease is effective as of the first date written above.

FOUNDRY: FOUNDRY ON 3RD PH 1, LLC

CITY OF WAUSAU

By: _____

Name: Terrence R. Wall, President of
T. Wall Enterprises Manager, LLC,
Its Manager

By: _____

Name: Doug Diny
Title: Mayor

By: _____

Name: Kaitlyn Bernarde
Title: City Clerk

Approved as to form: _____

EXHIBIT A

Legal Description of Parking Facility

Lot seven (7) of Alexander Davis Plat, a municipal plat, in the City of Wausau, Marathon County, Wisconsin.

PIN: 291-2907-362-0290

EXHIBIT B

Depiction of Premises

[To be attached.]

EXHIBIT C

City's Insurance Requirements

FOUNDRY shall provide proof of insurance required in writing to the City.

FOUNDRY shall procure and maintain, during the Lease Term, and for such length of time as is specified, if any, in the Lease or listed below, whichever is longer, insurance coverage in the following amounts and types:

- (a) Commercial General Liability Coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:
 - (i.) \$1,000,000 each Occurrence limit
 - (ii.) \$1,000,000 Personal and Advertising Injury limit
 - (iii.) \$2,000,000 general aggregate (other than Products-Completed Operations) per project
 - (iv.) \$2,000,000 Products-Completed Operations aggregate
 - (v.) \$50,000 Fire Damage limit – any one fire
 - (vi.) \$5,000 Medical Expense limit – any one person
- (b) Automobile Liability Coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1 – “Any Auto” basis.
- (c) Worker's Compensation and Employer's Liability if required by Wisconsin State Statute or any Worker's Compensation Statutes of a different state. Must carry coverage for Statutory Worker's Compensation and an Employer's Liability with limits of:
 - (i.) \$100,000 Each Accident,
 - (ii.) \$500,000 Disease-Policy Limit
 - (iii.) \$100,000 Disease-Each Employee
 - (iv.) Employer's Liability limits must be sufficient to meet umbrella liability insurance requirements.
- (d) Umbrella Liability Coverage at least as broad as the underlying Commercial General Liability, Automobile Liability, and Employer's Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City. Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.
- (e) Applicable Requirements and Provisions for Liability Insurance of FOUNDRY
 - (i.) Primary and Non-contributory requirement - All insurance must be primary and non-contributory to any insurance or self-insurance carried by City.
 - (ii.) Acceptability of Insurers - Insurance is to be placed with insurers who have an A.M. Best rating of no less than A- and a Financial Size Category rating of no less than Class VII, and who are authorized as an admitted insurance company in the State of Wisconsin.
 - (iii.) Additional Insured Requirements - The following must be named as additional insureds on all liability policies: City of Wausau, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04. This does not apply to Worker's Compensation policies.
 - (iv.) Waivers of Subrogation - All developer and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Wausau, its officers, elected or appointed officials, agents, employees, and authorized volunteers.
 - (v.) Deductibles and Self-Insured Retentions - Any deductible or self-insured retention in the FOUNDRY's policy must be declared to the City of Wausau and satisfied by the contractor.

- (vi.) Evidence of Insurance - Prior to execution of the Lease, the FOUNDRY shall file with the City a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by the Lease.
- (vii.) Limits and Coverage - The insurance requirements under the Lease shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits.
- (viii.) Cancellation/Non-Renewal - No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days' prior written notice to the City of Wausau, except where cancelation is due to the non-payment of premiums, in which event, 10 days' prior written notice shall be provided.

INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting: May 8, 2025, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Tom Neal, Sarah Watson

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Dustin Kraege, Andrew Lynch, Randy Fifrick, Lori Wunsch, *Via Webex*: Nick Patterson – T. Wall Enterprises

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

Discussion and possible action on Foundry on 3rd Ph 1, LLC Parking Lease Agreement

Fifrick explained this is a parking agreement with the Foundry on 3rd for the Sears/East Ramp. Currently there are 975 parking spots available in the ramp; last check we had 159 permits. This agreement is for 100 reserved stalls on the 3rd floor of the ramp that would be paid for on a monthly basis starting December 1, 2025. It provides a 20-year guaranteed revenue to the City or as long as the ramp is operable. For this long-term commitment, we have provided a 20% discount for the Foundry. There is one change; Section 4A(i) under City commitments we are looking at removing the sweeping provision under City responsibilities. Based on the equipment we have, this is not something we can do.

Henke said this came to Economic Development and it didn't seem like it was whole, so it was referred back. There was talk it should come to this committee because it is part of the facilities. Fifrick explained that sometimes when talking about development we start to silo things through the Economic Development Committee. Since we are talking about a City facility it made sense to come to Infrastructure & Facilities.

Larson does not have a problem with reserving 100 spots. He questioned the life span of the ramp as we just tore down a ramp that was 30 some years old and these ramps are 30 some years old. He asked if we are going to be on the hook to build another ramp if this one is dead in 5 years. He strongly opposes giving a 20% discount as we already have given them multiple tax-free years. He would rather see 100 stalls saved for T. Wall and whoever wants to park in the spots would have to get a permit like everyone else.

Wesolowski explained that Walker Restoration inspects the ramps every year and we do have a budget every year for ramp maintenance. The Sears and Penney's Ramps are of different construction than the McClellan Ramp was. Sears and Penney's are a post tension structure, which is a lot more robust. The ramps are in good condition, and we put money into maintenance each year and will continue to. This year there is \$600,000 for maintenance in the Jefferson Ramp. Funds are rotated each year. He is confident that we will get at least 20 years out of the Sears ramp.

Neal disagrees with Larson about the discount. He believes a discount is something you do with a development partner. The property is essentially delivering no revenue and is largely vacant. We can work with a development partner, give them a sweetened deal for a limited number of parking spaces, and maybe look forward to working with this partner again in the future. Strategically, in terms of revenue and for the sake of future development, he strongly supports this.

Henke said this is not the first discount we have on parking ramps. Fifrick indicated there are other agreements with discounted fees. He noted there are agreements that reserve stalls for a company. That does not necessarily mean they have to pay for the stalls, but we need to account for the stalls. One agreement is for up to 400 stalls for a building that now sits empty. We wanted to ensure that if we are reserving these stalls for them, that they are paying for them. It is very unlikely that they will have 100 people parking there the whole time. They could go the route of individual parking, but for their development they want to streamline it and make it easier for their tenants. This provides a guaranteed stream of revenue where we are lacking one now.

Martens asked if this was the source of parking for the Foundry, or if they had underground or street parking. Fifrick said they do have underground parking as well; this additional parking will supplement that. Martens said

Finance offers discounts to other businesses that utilize parking downtown. Compass Properties has a number of spaces for employees and businesses in their buildings. Offering a discount is not unusual. For a 20-year commitment, he thinks a discount is the least we can do.

Neal moved to approve. Seconded by Martens and the motion passed 3-1 with Larson the dissenting vote.

To: Infrastructure & Facilities Committee
From: Randy Fifrick, Development Director
Date: May 1, 2025
Re: Foundry on 3rd PH 1 LLC - Parking Agreement



City Staff have negotiated a parking space lease agreement with Foundry on 3rd Ph 1, LLC to secure parking spaces in Lot 7 of Alexander Davis Plat which is also known as the **Sears/East Mall/Ramp 4**.

Since the closure of the mall, the ramp has dramatically been underutilized. At last check of the 975 parking spots in the ramp, we only have 159 permit holders. Regular users include those utilizing the Marathon Courthouse, HOM Furniture and the Children's Imaginarium. Foundry on 3rd Ph 1 LLC is constructing a skywalk on the third floor to connect their building to the ramp.

Key Terms:

1. 100 reserved stalls on the 3rd floor
2. Foundry is responsible for signage of those spots.
3. Foundry would pay monthly for all 100 stalls
4. Rate would be consistent with the City's standard rate less a 20% percent discount
5. Lease would start December 1, 2025 and last for 20 years or until the parking facility is terminated.
6. City responsibilities: Maintenance, cleaning, repainting and repairs of the PARKING FACILITY as determined by CITY in its reasonable discretion, except that CITY agrees to perform the following:
 - a. Sweeping: Broom sweeping the PARKING FACILITY at least once per month.
 - b. Graffiti/Vandalism: Removal within 1 week.
 - c. Snow Removal: Removal within 24 hours of snow fall.
 - d. Structural Inspection: Performed at least once every 3 years.

PARKING STALL LEASE AGREEMENT

This Parking Stall Lease Agreement (the “Lease”) is made and entered into as of the ____ day of _____, 2025, by and between the CITY OF WAUSAU, WISCONSIN, a Wisconsin municipal corporation (“CITY”), as Lessor, and FOUNDRY ON 3RD PH 1, LLC (“FOUNDRY”), with a principal address of 1818 Parmenter Street, Suite 400, P. O. Box 620037, Middleton, WI 53562, as Lessee.

BASIC TERMS

The following Basic Terms are hereby made a part of this Lease; if any provision of the General Terms Lease and the Basic Terms conflict, the General Terms of this Lease shall apply:

1. **Premises:** 100 reserved permit parking stalls on the third floor of the PARKING FACILITY (as defined below) closest in proximity to the skywalk entrance connecting the Phase 1 Development to the PARKING FACILITY as depicted in **Exhibit B** attached hereto.
2. **Lease Term:** Commencing on December 1, 2025 (“Effective Date”) and expiring the earlier of: (a) December 1, 2045; (b) the date on which the PARKING FACILITY ceases to be available to the CITY for any reason; or (c) the date on which the CITY, in its sole and absolute discretion, terminates parking operations at the PARKING FACILITY.
3. **Rent:** \$29.00 (the “Base Rate”) plus sales tax per stall multiplied by 100, less a discount of 20%, per month. During the Lease Term, the Base Rate is subject to increases equivalent to those increases established by CITY for monthly per-stall parking permit fees charged to the public.
4. **CITY Rent Payment Address:** City of Wausau, c/o Finance Director
407 Grant Street
Wausau, WI 54403
Telephone: 715-261-6620
Facsimile: 715-261-6626

Address of CITY for Notices: City of Wausau, c/o City Clerk
407 Grant Street
Wausau, WI 54403
Telephone: 715-261-6622

With a copy to: City Attorney

5. Address of FOUNDRY for Notices: 1818 Parmenter Street, Suite 400
P. O. Box 620037
Middleton, WI 53562

Registered Agent: Foundry on 3rd Mgr, LLC
1818 Parmenter Street, Suite 400
P. O. Box 620037
Middleton, WI 53562

GENERAL TERMS

WITNESSETH:

WHEREAS, CITY is the owner of the parking facility situated on the northwest corner of Fifth and Forest Streets, in the City of Wausau, and on the real property more particularly described on **Exhibit A** attached hereto, and shall hereinafter be referred to as the “PARKING FACILITY”; and

WHEREAS, FOUNDRY desires to secure sufficient parking for the tenants and guests of its residential development located at 301 Washington Street in the City of Wausau (the “Phase 1 Development”) and CITY wishes to lease permit parking spaces in the PARKING FACILITY for the exclusive use of the tenants and guests of the Phase 1 Development, all upon certain terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

LEASE OF PREMISES AND LEASE TERM

1. CITY leases to FOUNDRY, and FOUNDRY leases from CITY, the Premises for the use of the tenants and guests of the Phase 1 Development (the “Users”) to be used in common with other lessees and the public.
 - A. FOUNDRY and the Users are authorized to use and occupy the Premises, seven (7) days a week, twenty-four (24) hours per day.
 - B. FOUNDRY and the Users may only use and occupy the spaces for the express purpose of private parking of passenger vehicles including pick up trucks and passenger size vans, provided they meet any height restriction of the PARKING FACILITY.
 - C. Neither FOUNDRY nor any User shall use the PARKING FACILITY in any fashion that violates any laws, ordinances or codes, causes injury or damage to the PARKING FACILITY or to any person, or constitutes a public or private nuisance or waste.
 - D. CITY shall have no obligation to undertake any construction, alterations or additions to the PARKING FACILITY or the Premises, and CITY makes no warranties or representations regarding the condition of the PARKING FACILITY or the Premises. The Premises is leased to FOUNDRY in “as is” condition.
2. The term of this Lease (the “Lease Term”) shall begin on December 1, 2025 (“Effective Date”) and shall terminate on the earlier of:
 - A. December 1, 2045;

- B. The date on which the PARKING FACILITY ceases to be available to the CITY for any reason; or
- C. The date on which the CITY, in its sole and absolute discretion, terminates parking operations at the PARKING FACILITY; provided, however, that CITY shall give FOUNDRY written notice of its determination, in its sole and absolute discretion, to cease parking operations at the PARKING FACILITY at least twenty-four (24) months prior to such termination.

RENT

- 3. During the Lease Term, FOUNDRY will pay rent in monthly installments to CITY, in advance and without demand therefor, commencing on the Effective Date and continuing on or before the first day of each and every month, to the address specified in the Basic Terms of this Lease or at such other place as CITY may from time to time designate in writing to FOUNDRY.
 - A. The rent for each parking stall included in the Premises shall be consistent with the per-stall parking permit fee charged to the public for ramp parking established by CITY from time to time, plus tax (the "Per-Stall Rate"). In the event that CITY increases the Per-Stall Rate by more than 5% in any one year during the Lease Term, the Per-Stall Rate used in this Lease shall only increase by 5%.
 - B. The Per-Stall Rate on the Effective Date shall be \$29.00 plus tax.
 - C. During the Lease Term, the aggregate rent paid monthly by FOUNDRY for the Premises shall be an amount equal to (the "Monthly Rent"): (1) the then current Per-Stall Rate multiplied by 100; less (2) a discount of twenty percent (20%) of the amount calculated in subclause (1).
 - D. Monthly Rent not paid when due is subject to a 1-1/2% per month finance charge.

CITY'S OBLIGATIONS

- 4. CITY shall be responsible for:
 - A. Maintenance, cleaning, repainting and repairs of the PARKING FACILITY as determined by CITY in its reasonable discretion, except that CITY agrees to perform the following:
 - (i) Sweeping: Broom sweeping the PARKING FACILITY at least once per month.
 - (ii) Graffiti/Vandalism: Removal within 1 week.
 - (iii) Snow Removal: Removal within 24 hours of snow fall.
 - (iv) Structural Inspection: Performed at least once every 3 years.

- B. CITY shall, at all times during the Lease Term, at its own cost and expense, keep and maintain the PARKING FACILITY in reasonably good order and condition, ordinary wear and tear excepted. At any time and from time-to-time during the Lease Term, CITY reserves the right to close the PARKING FACILITY for repairs and maintenance for as long as necessary to complete such repairs and maintenance when, in CITY's sole discretion, it is necessary. When closing the PARKING FACILITY, the CITY shall seek to avoid any inconveniences to FOUNDRY. CITY will provide as much advance notice as is reasonably possible and will use reasonable efforts to provide alternate parking during the closure period. If the PARKING FACILITY remains closed for repairs or maintenance for more than five (5) consecutive days and CITY has not provided alternative parking to FOUNDRY as required by this section, Monthly Rent shall abate for each day of such closure.
- C. CITY reserves the right to remove or expel from the PARKING FACILITY, any person, including, without limitation, any User, engaging in or conducting him/herself in a manner that violates any provision of Wausau municipal code, whether cited or not. Neither CITY, nor any of its officers, agents or employees shall be liable to FOUNDRY for any damages that may be sustained by FOUNDRY through CITY's exercise of such right.
- D. CITY shall, at its sole cost and expense, provide all utilities used in the PARKING FACILITY, including, but not limited to, adequate lighting for all portions of the PARKING FACILITY at standards deemed adequate by CITY, in its reasonable discretion, for public safety and use typically found in structures of these types in Wisconsin.
- E. CITY reserves all rights respecting the PARKING FACILITY not specifically granted to FOUNDRY under this Lease, including, without limitation, the right to install, operate, and maintain security systems that monitor all persons entering or leaving the PARKING FACILITY.
- F. CITY and its officers, agents, employees, and other authorized representatives may enter the PARKING FACILITY to (a) inspect the PARKING FACILITY or (b) exercise and perform CITY's rights and obligations under this Lease, provided such access does not unreasonably interfere with the use of the Premises by FOUNDRY or any User.

FOUNDRY'S OBLIGATIONS

- 5. By its signature below, FOUNDRY:
 - A. Expressly acknowledges receipt of the PARKING FACILITY rules ("Rules"). FOUNDRY expressly agrees to provide a copy of said Rules to its agents and

employees and all Users who utilize the PARKING FACILITY. FOUNDRY is solely responsible to CITY for any violation of the Rules by FOUNDRY or any of its agents, employees, or Users.

- B. Shall have control over the distribution to, and collection from, Users, the parking permits as provided by CITY to FOUNDRY for designating parking privileges on the Premises.
- C. Shall be permitted to post directional and/or promotional signage for the Phase 1 Development, inside the PARKING FACILITY's vestibule and elevator. FOUNDRY shall be solely responsible for marking and maintaining signage for their reserved stalls in the PARKING FACILITY as approved in writing by CITY in its reasonable discretion.
- D. Understands and expressly agrees that CITY will not accept any vehicle in bailment or for safekeeping; nor shall CITY be responsible for any loss or damage to any vehicle or its contents by fire, vandalism, theft or any other cause, nor for loss, damage, injury, or death by or to any USER, other customers of the PARKING FACILITY or any other individual. FOUNDRY expressly acknowledges that CITY shall have no duty to provide security, and expressly does not assume any obligation to provide for the security of the PARKING FACILITY, or to protect any individuals, including without limitation any User, using the PARKING FACILITY, or vehicles or property in the PARKING FACILITY, from criminal activity.
- E. Agrees that FOUNDRY shall be solely responsible, if FOUNDRY, any of its agents or employees, or any User, damages the PARKING FACILITY, any personal property at the PARKING FACILITY, or any PARKING FACILITY equipment, and in addition to any liability FOUNDRY may have for any claims, losses or costs arising out of such damage, CITY may terminate this Lease if FOUNDRY does not pay for such damages incurred by CITY within 30 days of notice given pursuant to the Termination paragraph hereof.
- F. FOUNDRY shall not make or contract to have made any alterations, additions, substitutions or improvements in or to the PARKING FACILITY or the Premises, or any portion thereof.

DEFAULT

- 6. An event of default shall be deemed to occur should any of the following events happen:
 - A. FOUNDRY's failure to timely pay any monetary amount due pursuant to this Lease, including, but not limited to, Monthly Rent;
 - B. Repeated failure of FOUNDRY, any of its employees or agents, or any User to obey the rules of CITY concerning security, safety, or preservation of the PARKING FACILITY, during the Lease Term; or

C. Failure of FOUNDRY to comply with any other term or condition of this LEASE.

TERMINATION

7. This Lease may be terminated:

- A. By either party upon 5 days' written notice to the other party upon an event of "Force Majeure" as described in this Lease;
- B. In addition to all other remedies available to CITY at law or in equity, by CITY for any default by FOUNDRY without penalty or liability to CITY; provided, however, that CITY shall notify FOUNDRY in writing of such default and FOUNDRY shall have 30 days of receipt of CITY'S notice to cure such default;
- C. By CITY upon written notice from CITY to FOUNDRY of any damage to the PARKING FACILITY, any personal property at the PARKING FACILITY, or any PARKING FACILITY equipment, caused by FOUNDRY, any of its agents or employees, or any User, if FOUNDRY does not pay for such damage within 30 days, as described in this Lease; or
- D. Upon at least twenty-four (24) months' prior written notice from CITY to FOUNDRY of CITY's decision to terminate parking operations at the PARKING FACILITY.

INSURANCE

8. FOUNDRY will, at all times during the Lease Term, and at its sole cost and expense, maintain the applicable insurance required, and comply with all of the requirements, in the City's Insurance Requirements attached hereto as **Exhibit C**.

INDEMNIFICATION

9. FOUNDRY shall indemnify, save harmless and defend the CITY and its officers, agents and employees from and against any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including reasonable attorney costs and fees, for claims of any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the PARKING FACILITY or the Premises by FOUNDRY, its agents or employees, and any User.

MISCELLANEOUS PROVISIONS

- A. It is the intent that this Lease is for the benefit of the Phase 1 Development and as such FOUNDRY may, without the consent of CITY but upon reasonable prior notice to CITY, assign this Lease to any person or entity that purchases or acquires the Phase I Development; provided, however, that such person or entity assumes all of FOUNDRY's obligations under this Lease. Notwithstanding anything to the contrary in this Lease, FOUNDRY may assign up to 50 of the 100 parking stalls included in the Premises to any affiliate for its Phase 2 development but shall provide prior notice to CITY in writing of its assignment.
- B. CITY's acceptance of Monthly Rent or failure to complain of any action, non-action or default of FOUNDRY, whether singular or repetitive, shall not constitute a waiver of any of CITY's rights. If FOUNDRY's payment of any sum due CITY is accompanied by written conditions or is represented by FOUNDRY to be a settlement or satisfaction of any obligation, CITY may accept and deposit such monies without being bound by such conditions or representations unless CITY expressly agrees in a separate written instrument. CITY's waiver of any right of CITY, or any default of FOUNDRY, shall not constitute a waiver of any other right or constitute waiver of any other default or subsequent default.
- C. If CITY is required to file suit to collect any amount owed it under this Lease, CITY shall be entitled to collect reasonable attorney's fees for its prosecution of the suit.
- D. If the PARKING FACILITY or any portion thereof shall be destroyed or damaged by fire or other calamity, acts of God or other causes beyond the reasonable control of FOUNDRY or CITY, then this Lease may be terminated in accordance with this Lease. In the event of a termination by reason of "Force Majeure," CITY shall not be liable or responsible to FOUNDRY for any damages caused thereby and FOUNDRY waives all claims against CITY for damages sustained by reason of such termination, except that any unearned portion of payments shall be abated or if previously paid, refunded.
- E. This Lease constitutes the entire agreement between the parties and supersedes any and all previous written or oral agreements or representations between the parties. This Lease may only be amended in writing signed by both parties.
- F. If any covenant, condition, provision, term or agreement of this Lease is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Lease will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.
- G. Any notice under this Lease shall be given by certified mail, overnight mail, or by personal delivery, and shall be effective upon receipt. Notice shall be addressed to

the receiving party and sent to its address, both as listed on page one of this Lease, Basic Terms.

- H. Each individual signing this Lease on behalf of FOUNDRY represents and warrants that they are duly authorized to sign on behalf of and to bind FOUNDRY and that this Lease is a duly authorized obligation of FOUNDRY. CITY and each individual signing this Lease on behalf of CITY represents and warrants that they are duly authorized to sign on behalf of and to bind CITY and that this Lease is a duly authorized obligation of CITY.
- I. This Lease is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Lease must be brought in Marathon County, Wisconsin.
- J. Time is of the essence with respect to this performance of every provision of this Lease in which time of performance is a factor.
- K. This Lease does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between CITY and FOUNDRY.
- L. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of CITY have any personal liability arising out of this Lease, and no party shall seek or claim any such personal liability.
- M. Notwithstanding anything to the contrary in this Lease, CITY shall not be liable to FOUNDRY, any of its agents or employees, or any User, and each of the foregoing hereby waives all claims against CITY, for any injury or damage to any person or property in or about the PARKING FACILITY or the Premises. All property in or about the PARKING FACILITY or the Premises belonging to FOUNDRY, any of its agents or employees, or any User shall be there at the risk of FOUNDRY or such other person only, and CITY shall not be liable for damage thereto or theft, misappropriation, or loss thereof, except as provided above.
- N. This Lease may be signed in any number of counterparts, and signature to any one counterpart shall be deemed signature to all counterparts, which when taken together shall constitute one contract. Transmission of the signed signature page to this Lease by DocuSign, electronic mail, or other electronic transmission of a scanned document, shall constitute effective execution and delivery of this Lease and shall be deemed to be an original signature for all purposes.

[Signature page follows.]

IN WITNESS WHEREOF, this Lease is effective as of the first date written above.

FOUNDRY: FOUNDRY ON 3RD PH 1, LLC

CITY OF WAUSAU

By: _____
Name: Terrence R. Wall, President of
T. Wall Enterprises Manager, LLC,
Its Manager

By: _____
Name: Doug Diny
Title: Mayor

By: _____
Name: Kaitlyn Bernarde
Title: City Clerk

Approved as to form: _____

EXHIBIT A

Legal Description of Parking Facility

Lot seven (7) of Alexander Davis Plat, a municipal plat, in the City of Wausau, Marathon County, Wisconsin.

PIN: 291-2907-362-0290

EXHIBIT B

Depiction of Premises

[To be attached.]

EXHIBIT C

City's Insurance Requirements

FOUNDRY shall provide proof of insurance required in writing to the City.

FOUNDRY shall procure and maintain, during the Lease Term, and for such length of time as is specified, if any, in the Lease or listed below, whichever is longer, insurance coverage in the following amounts and types:

- (a) Commercial General Liability Coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:
 - (i.) \$1,000,000 each Occurrence limit
 - (ii.) \$1,000,000 Personal and Advertising Injury limit
 - (iii.) \$2,000,000 general aggregate (other than Products-Completed Operations) per project
 - (iv.) \$2,000,000 Products-Completed Operations aggregate
 - (v.) \$50,000 Fire Damage limit – any one fire
 - (vi.) \$5,000 Medical Expense limit – any one person
- (b) Automobile Liability Coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1 – “Any Auto” basis.
- (c) Worker's Compensation and Employer's Liability if required by Wisconsin State Statute or any Worker's Compensation Statutes of a different state. Must carry coverage for Statutory Worker's Compensation and an Employer's Liability with limits of:
 - (i.) \$100,000 Each Accident,
 - (ii.) \$500,000 Disease-Policy Limit
 - (iii.) \$100,000 Disease-Each Employee
 - (iv.) Employer's Liability limits must be sufficient to meet umbrella liability insurance requirements.
- (d) Umbrella Liability Coverage at least as broad as the underlying Commercial General Liability, Automobile Liability, and Employer's Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City. Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.
- (e) Applicable Requirements and Provisions for Liability Insurance of FOUNDRY
 - (i.) Primary and Non-contributory requirement - All insurance must be primary and non-contributory to any insurance or self-insurance carried by City.
 - (ii.) Acceptability of Insurers - Insurance is to be placed with insurers who have an A.M. Best rating of no less than A- and a Financial Size Category rating of no less than Class VII, and who are authorized as an admitted insurance company in the State of Wisconsin.
 - (iii.) Additional Insured Requirements - The following must be named as additional insureds on all liability policies: City of Wausau, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04. This does not apply to Worker's Compensation policies.
 - (iv.) Waivers of Subrogation – All developer and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Wausau, its officers, elected or appointed officials, agents, employees, and authorized volunteers.
 - (v.) Deductibles and Self-Insured Retentions - Any deductible or self-insured retention in the FOUNDRY's policy must be declared to the City of Wausau and satisfied by the contractor.

- (vi.) Evidence of Insurance - Prior to execution of the Lease, the FOUNDRY shall file with the City a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by the Lease.
- (vii.) Limits and Coverage – The insurance requirements under the Lease shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits.
- (viii.) Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days' prior written notice to the City of Wausau, except where cancelation is due to the non-payment of premiums, in which event, 10 days' prior written notice shall be provided.

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

RESOLUTION OF THE COMMON COUNCIL

Approving First Amended and Restated Declaration of Easement by City of Wausau at 700 Grand Avenue.

Committee Action: None

Fiscal Impact: None

File Number: 25-0427

Date Introduced: May 27, 2025

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, on April 29, 2025, the Common Council approved a Declaration of Easement for the proposed development of affordable housing at 700 Grand Avenue which would allow the city to enter the property for the installation, repair and/or replacement of a storm sewer and watermain; and

WHEREAS, modifications to the Declaration are required in the form of a First Amended and Restated Declaration of Easement.

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of Wausau hereby approves the First Amended and Restated Declaration of Easement in substantial form as that attached, and authorizes and directs the proper City officials to execute the document.

Approved:

Doug Diny, Mayor

FIRST AMENDED AND RESTATED DECLARATION OF EASEMENT

Recording Area

Name and Return Address:

City Attorney's Office 407 Grant Street Wausau, WI 54403
--

Parcel No.: Part of 291-2907-363-0071

FIRST AMENDED AND RESTATED DECLARATION OF EASEMENT

This FIRST AMENDED AND RESTATED DECLARATION OF EASEMENT (this “Declaration”) is made as of _____, 2025 (the “Effective Date”) by the CITY OF WAUSAU, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin.

RECITALS

A. WHEREAS, the City of Wausau, as the owner of the real property (in such capacity, “Declarant”) commonly known as 700 Grand Avenue, Wausau, WI 54403 and legally described in Exhibit A attached hereto and made a part hereof (the “Property”), recorded against the Property, for the benefit of the City of Wausau (in such capacity, the “City”), that certain Declaration of Easement dated as of April 30, 2025, recorded in the Register of Deeds Office for Marathon County, Wisconsin on May 1, 2025 as Document No. 1916279 (the “Original Declaration”); and

B. WHEREAS, Declarant hereby amends and restates the Original Declaration.

1. Declarant hereby declares for the benefit of the City a permanent non-exclusive easement and right-of-way and perpetual right to enter upon the real estate described in Exhibit B attached hereto and made a part hereof (the “Easement Area”) at any time to construct, reconstruct, maintain, inspect and/or repair a storm sewer and watermain (the “Easement”).

2. The City shall forever agree to hold any owner of the Property harmless from all damages, loss or claims which may arise from the existence, use and/or maintenance of the Easement. The City further agrees that it shall return the disturbed lands subject to this Easement to a similar condition which existed prior to said construction, reconstruction, maintenance, inspection and/or repair.

3. No buildings or structures shall be constructed upon or across the Easement Area, but trees and shrubs not exceeding eight feet (8’) in height at maturity are permitted in the Easement Area, provided, however that any such trees or shrubs are not planted within fifteen feet (15’) of the existing facilities. Garbage enclosures, other utilities, paved surfaces and curbing shall be permitted in the Easement Area. Signage is permitted in the Easement Area as long as the foundation does not interfere with said storm sewer and watermain.

4. The City shall not unreasonably interfere with the operation of the Property by any owner of the Property while exercising any rights under this Declaration or accessing the Easement Area.

5. This Declaration shall run with the land, encumbering the Property encompassed by the Easement in perpetuity, and shall be binding upon, inure to the benefit of and be enforceable by Declarant, the City and the owner(s) of the Property and each of their respective successors and assigns. Notwithstanding the foregoing, the City may not allow any other entity to use any portion of the Easement Area or install any facilities therein without the express

written amendment to this agreement, signed by Declarant.

6. The easements and rights declared in this instrument shall continue to exist and not merge with any other interest in the real estate described herein, or any portion of such real estate, regardless of whether the real estate is owned by Declarant or by one or more different parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this First Amended and Restated Declaration of Easement has been duly executed and sealed as of the Effective Date.

CITY OF WAUSAU BY:

Doug Diny, Mayor

Kaitlyn A. Bernarde, City Clerk

STATE OF WISCONSIN)
 ss
COUNTY OF MARATHON)

Personally came before me this ____ day of _____, 2025, the above-named Doug Diny, Mayor, and Kaitlyn A. Bernarde, City Clerk for the City of Wausau to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public
_____ County, Wisconsin
My Commission expires: _____

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

EXHIBIT A

Legal Description of Property

LOT ONE (1) OF CERTIFIED SURVEY MAP NO. 20050 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MARATHON COUNTY, WISCONSIN, ON APRIL 8, 2025 AS DOCUMENT NO. 1915043, SAID CERTIFIED SURVEY MAP BEING ALL OF LOTS 2, 3, & 4 AND PART OF LOT 1 OF ASSESSOR'S PLAT NUMBER 5 TO THE CITY OF WAUSAU, LOCATED IN GOVERNMENT LOT 2 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

EXHIBIT B

Legal Description of Easement Area

Part of Lot 1 of Certified Survey Map No. 20050 recorded in the Office of Register of Deeds for Marathon County as Document No. 1915043, being part of Government Lot 2, Section 36, T29N, R7E, City of Wausau, Marathon County, Wisconsin, described as follows:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 36; THENCE N 88°36'04" E ALONG THE EAST - WEST 1/4 LINE 1827.36 FEET; THENCE S 14°50'48" E 381.83 FEET TO THE WEST LINE OF GRAND AVENUE; THENCE S 73°42'16" W ALONG THE SOUTH LINE OF E. THOMAS STREET 20.00 FEET AND TO THE POINT OF BEGINNING; THENCE S 14°50'48" E ALONG THE WEST LINE OF GRAND AVENUE 79.21 FEET; THENCE S 55°10'37" W 187.08 FEET TO THE SOUTH LINE OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 20050; THENCE S 87°08'56" W ALONG THE SOUTH LINE OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 20050; THENCE 86.84 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE EAST WHOSE RADIUS IS 5664.58 FEET, WHOSE CENTRAL ANGLE IS 0°52'42" AND WHOSE CHORD BEARS N 49°27'23" W 86.84' FEET TO THE SOUTH LINE OF E. THOMAS STREET; THENCE N 55°10'37" E ALONG THE SOUTH LINE OF E. THOMAS STREET 201.82 FEET; THENCE N 73°42'16" E ALONG THE SOUTH LINE OF E. THOMAS STREET 43.00 FEET TO THE POINT OF BEGINNING.

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

RESOLUTION OF THE FINANCE COMMITTEE

Proceeding with Airport Terminal Renovations Construction Change Orders as Temporarily City Only Funded Project Administered by Wisconsin Bureau of Aeronautics (BOA) with Approximately 95% of Project Costs to Be Ultimately Reimbursed with FAA Funding, Contingent on Assurance from Boa that Faa Reimbursement Will Occur: Cost of \$75,000.

Committee Action: Approved pending

Fiscal Impact: \$75,000 of renovations with grant funding of \$71,250

File Number: 24-0915

Date Introduced: May 27, 2025

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: Capital Budget</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$3,750</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: \$71,250</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

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

WHEREAS, the Wausau Airport Terminal building required extensive restorations totaling \$1,400,000; and

WHEREAS, the renovation project is underway with 95% grant funding; and

WHEREAS, the renovations exposed some additional work on the brick façade, roof, and windows in the amount of \$75,000; and

WHEREAS, the BOA is requesting that the city expedite the approval process by authorizing the \$75,000 change order and funding the change order while the Bureau of Aeronautics obtains the additional approvals and grant funding; and

WHEREAS, additional grant funds will reimburse the city \$71,250, with timing dependent on the BOA approval process; and

WHEREAS, your Finance Committee recommends proceeding with the City Airport Terminal renovation change order in the amount of \$75,000 as sponsor-only funded, contingent on assurance from BOA that reimbursement will occur.

NOW THEREFORE BE IT RESOLVED, that the Common Council approves and accepts the City Airport Terminal renovation project change order for \$75,000; and

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau, that the City and the Airport Manager are authorized and directed to proceed with the City Airport Terminal renovation project change order as sponsor-only funded, contingent on assurance from BOA that reimbursement will occur.

Approved:

Doug Diny, Mayor