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

OFFICIAL NOTICE AND AGENDA

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

Meeting of the:	**COMMON COUNCIL OF THE CITY OF WAUSAU**
Date/Time:	**Tuesday, September 13, 2022 at 6:30 p.m.**
Location:	**City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers**
Members:	Carol Lukens, Michael Martens, Tom Kilian, Doug Diny, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Chad Henke

		Call to Order	
		Pledge of Allegiance / Roll Call / Proclamations	
Presentation:		**Suicide Awareness and Prevention (Marathon County Health Department)**	
Public Comment:		Pre-registered citizens for matters appearing on the agenda and other public comment.	
Committee Reports:		Board of Public Works: Insurance Claims - April 2022 - June 2022	Placed on file
File #	**CMT**	**Consent Agenda**	**ACT**
22-0801	COUN	Minutes of previous meetings (8/10/2022 & 8/29/2022)	Placed on file
12-1106	CISM	Resolution Authorizing Downtown Snow/Ice Removal 2022-2023	Approved 5-0
22-0904	CISM	Resolution Vacating and discontinuing a portion of South 12th Street between Single Avenue and Sumner Street, just adjacent to 1117 Single Avenue.	Approved 4-0
22-0905	CISM	Resolution Accepting Easement with Wisconsin Public Service to bury electrical facilities at 500 Washington Street / 555 Jefferson Street	Approved 4-0
21-1210	CISM	Final Resolution Levying Special Assessments for the 2022 Alley Paving Project	Approved 4-0
21-1211	CISM	Final Resolution Levying Special Assessments for the 2022 Street Construction Projects	Approved 4-0
13-1106	FIN	Ordinance Amending Section 10.20.020 Boulevard parking	Approved 4-0
22-0108	PH&S	Resolution Approving or Denying Various Licenses as Indicated	Approved 5-0
22-0906	WWW	Ordinance Amending Section 13.62.020 Definitions	Approved 5-0
File #	**CMT**	**Resolutions and Ordinances**	**ACT**
22-0903		Mayor's Appointments	
22-0304	CISM & PLAN	Joint Resolution Approving Final Plat – Alexander Davis	Approved 3-1 Approved 6-0
15-0708	ED	Resolution Approving Third Amendment to Development Agreement between City of Wausau and Riverlife Condos, LLC (Mitch Viegut)	Approved 5-0
21-1109A	FIN	Resolution Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Infill New Construction	Approved 4-0
21-1109B	FIN	Resolution Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Affordable Rental Units	Approved 4-0
21-1109C	FIN	Resolution Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Homebuyer Education Counseling and Closing Assistance	Approved 4-0
21-1109D	FIN	Resolution Approving Modification of the 2022 Budget Fuel Expense Motor Pool Fund	Approved 5-0
21-1109E	FIN	Resolution Approving Modification of the 2022 Budget for Fencing Project	Approved 5-0
21-1109F	FIN	Resolution Approving Modification of the 2022 Budget Legal Services	Approved 5-0
21-1213	HR & FIN	Joint Resolution Approving a One-Time, Lump Sum Non-Base Building Market Adjustment for Designated Employees	Approved 4-1 Approved 5-0
03-1111	HR & FIN	Joint Resolution Authorizing a 3% general wage adjustment for non-represented employees effective January 8, 2023	Approved 4-1 Approved 5-0
22-0908	P&R	Resolution Approving the proposal from Spohn Ranch, Inc. for the design of the Wausau Skate Park and execution of a contract	Approved 5-0
22-0907	PH&S	Resolution Approving agreement for Urban Search and Rescue Emergency Response Services with the State of Wisconsin	Approved 5-0
		Suspend Rules 6(B) Filing and 12(A) Referral of Resolutions (2/3 vote required)	
19-0304	COUN	Resolution Approving Second Amendment to Lease Agreement Between City of Wausau and Briq's Soft Serve LLC	Pending
21-1109G	FIN	Resolution Approving Modification of the 2022 Budget Real Estate Services	Pending
21-1109H	FIN	Resolution Approving Modification of the 2022 Budget for Parking Ramp Capital Repairs and Improvements	Pending
		Public Comment & Suggestions	
		Adjournment	

Signed by Katie Rosenberg, Mayor

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

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 9/09/22 @ 3:00 PM. Questions regarding this agenda may be directed to the City Clerk.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6590 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

To: Kaitlyn Bernarde, City Clerk

From: Board of Public Works

Date: August 12, 2022

Subject: Insurance Claims – April 2022 – June 2022
06-1215

The Board of Public Works has settled, compromised, or denied the following claims during the months of April 2022 – June 2022

Date of Incident	Claimant	Claim Details	Amount of claim	Action
1/14/22	West Bend Insurance for YMCA	Drove sewer vehicle into parking lot, exiting hitting building	$15,468.00	Approved 4/19/22
2/2/22	Todd Steinfest 714 W Randolph St	Cleaning snow from Blvd. & damaged homeowners retaining wall	$1,366.00	Approved 4/19/22
3/14/22	Victorio Leyva 721 Scott St #5	Car legally parked & snowplow, hit driver's side & headlight area	$2,103.74	Approved 4/19/22
4/24/22	Joyce Firkus 817 S 5th Ave	Sewer back-up	443.75	Deny 5/17/22
5/7/22	Brittany Boyce 1300 N 9th Ave #*K	Flat tire caused by pothole in road	145.57	Deny 5/17/22
5/16/22	Gordon Schulz 5305 Alex St. Weston	Rocks hit vehicle when blowing out cracks to seal coat @ DPW parking lot	$1,428.05	Approved 5/31/22
5/13/22	Glen Haas 9710 Camp Phillips Rd Weston	Sewer back-up	$431.25	Deny 5/31/22
5/16/22	Craig Czerwinski 8807 Scenic Dr. Weston	Rocks hit vehicle when blowing out cracks to seal coat @ DPW parking lot	$1,642.19	Approved 6/14/22
5/31/22	Brittne Mortimer 529 ½ N. 3rd St Apt 2	Rusted parking sign fell over & damaged car in parking lot	$1,419.57	Deny 7/12/22
6/19/22	Patrick McKee 6500 Tranquil River Ln	Damage to vehicle tire & rear end from hitting manhole cover	$1,802.09	Deny 7/12/22
6/15/22	Yer Vang 710 N 14th St	Blvd tree branch fell on truck that was parked on road	$11,160.00	Deny 7/12/22
6/12/22	Jon Kittel 2085 Walker Rd Kronenwetter	Another car kicked up concrete piece & hit side of vehicle	$500.00	Deny 7/12/22

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL

held on Wednesday, August 10, 2022, in Council Chambers, beginning at 6:30 p.m.,
Mayor Rosenberg presiding.

Roll Call 8/10/2022

Roll Call indicated 10 members present.

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

Proclamations:

Mayor Rosenberg proclaimed **September 2022** as **Ovarian Cancer Awareness Month** in the City of Wausau and commended the observance to all citizens

Presentations: City of Wausau Strategic Plan Presentation - BerryDunn

Michelle Kennedy, BerryDunn, presented a PowerPoint on the Strategic Plan, followed by Council discussion.

Presentation can be viewed online at: https://www.youtube.com/watch?v=0PVlSG7P0po

A hard copy of the PowerPoint is also available in the online Council packet, pages 6 - 25:
https://www.ci.wausau.wi.us/Portals/0/Departments/Council/Archives/Council/Council/2022/COUN_20220810_Packet.pdf

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

None.

Consent Agenda 8/10/2022

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

22-0701 Minutes of the previous meeting (7/12/22).

22-0106 Resolution of the Capital Improvements & Street Maintenance Committee Approving Agreement for the Management and Maintenance of a Storm water Facility (Badger Liquor Co. Inc. -9913 Innovation Way)

22-0804 Resolution of the Capital Improvements & Street Maintenance Committee Approving State/Municipal Agreement for East Wausau Avenue from North 6th Street to North 18th Street

21-1105A Resolution of the Finance Committee Approving Grant Agreements for the Neighborhood Investment Fund Grant Program for the Community Partners Campus project in the amount of $1,500,000

21-1105B Resolution of the Finance Committee Approving Grant Agreements for the Neighborhood Investment Fund Grant program for the Gorman & Company -- Westside Battery Redevelopment project in the amount of $1,750,000

21-0811 Resolution of the Finance Committee Approving Advance Ordering of 2023 Vehicles and Equipment

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

12-0607 Ordinance of the Public Health & Safety Committee Amending Section 8.08.120 Number of dogs and cats limited.

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

22-0803 8/10/2022

Motion by Henke, second by Lukens to confirm the Mayor's Appointment of John Wagnman to the Community Development Authority.

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

22- 0105 8/10/2022

Motion by Rasmussen, second by Henke to adopt the Resolution from the Economic Development Committee Advancing the Proposal from S.C. Swiderski for a mixed-use development in the north zone of the Riverlife District at approximately 1200 N. River Drive, including Lots 6, 7, and 8.

Jacqui McElroy, Director of Business Development and Kortni Wolf, Business Development Manager at S.C. Swiderski, presented on the project. *It can be viewed online at:* https://www.youtube.com/watch?v=0PVlSG7P0po

Lisa Rasmussen stated the plan has direct local impact both during and after the construction with the use of a local developer, and prior projects by S.C. Swiderski in the community have all been well received. She liked that the surface parking supports visitors and the retail space, but not so much that it is a waste of land.

Lou Larson questioned if the studio apartments were going to larger than the required 400 square feet. Jacqui McElroy responded the smallest starts at 450 sq ft, but there are actually 16 different floor plans and about five are studios with various sizes. Larson questioned why there were no 3-bedroom and up apartments. McElroy stated they offer a lot of 3-bedroom units in Wausau at our Westwood Estates properties. She explained these units are smaller because at Riverlife they have traditional size units, and we are trying to offer something different.

Larson questioned why there were no financials and shown to be budget neutral. Liz Brodek stated at this point as a concept it is budget neutral. This resolution is to approve authorization for staff to negotiate a development agreement as a preliminary step.

Carol Lukens and Tom Kilian raised concerns about space on riverfront. Gary Gisselman believed the Council had originally envisioned the riverfront to have a small village, some retail, some mixed use and some smaller units. He felt this 6-7 floor building will diminish the riverfront whether you are walking on the river street or even on the trail. He indicated he was opposed to the project because he felt it was too much for the riverfront and that it was denying the citizens greenspace. *Discussion continued.*

Yes Votes: 6 No Votes: 4 Abstain: 0 Not Voting: 1 Result: PASS

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

15-0709 8/10/2022

Motion by Watson, second by Rasmussen to adopt the Resolution from the Economic Development Committee Approving Assumption of TIF #6 loan to Wausau World Market LLC by 4 Star Market located at 828 South Third Avenue.

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

District	Alderperson	Vote
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Tom	YES
4	Diny, Doug	*NV*
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES

7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	NO
10	Larson, Lou	YES
11	Henke, Chad	YES

22-0806 8/10/2022

Motion by Lukens, second by Watson to adopt the Resolution from the Finance Committee Approving contract with Granicus, LLC for website design and hosting services.

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

21-1109A 8/10/2022

Motion by Martens, second by Larson to adopt the Resolution from the Finance Committee Approving Modification of the 2022 Budget for the Torney Avenue Project.

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

21-1109B 8/10/2022

Motion by Rasmussen, second by Watson to adopt the Resolution from the Finance Committee Approving Modification of the 2022 Budget for Parking Ramp Capital Repairs and Improvements.

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

19-0921 Table 8/10/2022

Motion by Watson, second by Herbst to table the Resolution from the Plan Commission Amending the General Development Plan at 301 & 411 Washington Street to allow for a mixed-use development with underground parking, commercial on the first floor and apartments above, in a PUD, Planned Unit Development Zoning District – until the development agreement is ready to be considered.

Liz Brodek explained they felt it would be best for the development agreement and the general development plan to go forward together. There was some confusion both on Council and in the community about where this is going. It is the recommendation of staff that this be tabled for further consideration when the development agreement is ready to go and all the financials are put together.

Lisa Rasmussen questioned if they tabled it, how confident were they to meet the statutory 60-day obligation by then. Brodek it just needed to be put on the Council agenda within the 60 days and then it could be tabled to allow the development agreement to come together in a longer time span. She indicated she anticipated being able to bring it back to Council next month.

Vote to Table:

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

22-0805 8/10/2022

Motion by Watson, second by Henke to adopt the Ordinance from the Plan Commission Rezoning 601 North 12th Street and 602 North 13th Street from SR-5, Single Family Residential-5 Zoning District to I, Institutional Zoning District.

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

22-0705 8/10/2022

Motion by Herbst, second by Watson to adopt the Ordinance from the Plan Commission Rezoning 520 North 1st Avenue from TF-10, Two Flat Residential-10 Zoning District to UMU, Urban Mixed-Use Zoning District.

Gary Gisselman questioned this change because he felt they were starting to blend into the business part of North 1st Avenue from Bridge Street, and he was worried about the deterioration and/or potential deterioration of moving south on 1st from Bridge Street. He felt they had to be careful of our neighborhoods.

Yes Votes: 6 No Votes: 4 Abstain: 0 Not Voting: 1 Result: PASS

District	Alderperson	Vote
1	Lukens, Carol	YES
2	Martens, Michael	NO
3	Kilian, Tom	YES

4	Diny, Doug	*NV*
5	Gisselman, Gary	NO
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	NO
11	Henke, Chad	NO

Suspend Rules 8/10/2022

Motion by Watson, second by Henke to Suspend Rule 6(B) Filing.

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

21-1109C 8/10/2022

Motion by Watson, second by Rasmussen to adopt the Resolution from the Finance Committee Approving Modification of the 2022 Budget for Riverside Park Preliminary Remediation Work.

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

07-0306 8/10/2022

Motion by McElhaney, second by Herbst to adopt the Resolution from the Human Resource Committee Approving bargaining agreement between the City of Wausau and Amalgamated Transit Union for July 1, 2022 - June 30, 2024.

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

Public Comment or Suggestions

None

Adjournment 8/10/2022

Motion by Watson, second by Henke to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 8:33 pm.

Katie Rosenberg, Mayor
Kaitlyn Bernarde, City Clerk

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL - SPECIAL MEETING

held on Monday, August 29, 2022, in Council Chambers, beginning at 6:30 p.m.,
Mayor Rosenberg presiding.

Roll Call

Roll Call indicated 9 members present.

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

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

None

21-1109

Motion by Martens, second by McElhaney to adopt the Resolution of the Finance Committee Approving Budget Amendment for External Transit Director Recruitment.

Maryanne Groat stated the funds will come from the vacancy in the Transit Budget. Gary Gisselman questioned if $22,500 was sufficient to conduct this national search. Ann Keenan confirmed that is the quote they were given by the recruiter, noting it is the same recruiter we are using for the Human Resources Director, as well as for Economic Development.

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

Adjournment

Motion by Diny, second by Herbst to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 6:34 pm.

Katie Rosenberg, Mayor
Kaitlyn Bernarde, City Clerk

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

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Authorizing Downtown Snow/Ice Removal 2022-2023

Committee Action:	Approved 5-0
Fiscal Impact:	Revenue will be actual cost of work performed

File Number:	12-1106	**Date Introduced:**	September 13, 2022

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

RESOLUTION

WHEREAS, the City will remove snow and ice from sidewalks on the following streets:

- 3rd Street from Grant Street to Washington Street
- Washington Street from 1st to 4th Street
- Jefferson Street from 1st to 4th Street
- Scott Street from 3rd to 4th Street
- North side of Jefferson Street between 4th and 5th Street
- East side of 1st Street between Jefferson and Washington Street
- East side of 4th Street between Jefferson and Scott Street
- East side of 2nd Street between Jefferson and Scott Street
- North side of McClellan Street from 3rd Street to 120 feet west
- North side of McClellan Street from 3rd Street to 120 feet east
- South side of Grant Street from 3rd Street to 120 feet east
- North side of Forest Street from 1st to 5th Street
- South side of the 100 block of Scott Street

- 1st Street and Scott Street abutting 11 Scott Street and 500 and 520 North 1st Street
- South side of Washington Street from 4th Street to 5th Street

WHEREAS, the intent of this resolution and its effect shall be to authorize the removal by the City of snow and ice from the sidewalks listed above, and the cost of such shall be charged to the owners of the abutting property, now therefore

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

1. The Director of Public Works and Utilities shall cause the snow and ice to be removed from the sidewalks listed above.

2. The cost of this work at the City's standard rate shall be charged to the property served.

3. All special charges shall be due and payable within 30 days of the date of the invoice, with interest to be charged on past due accounts. Any charge, plus accumulated interest, not paid on or before September 30, 2023 shall become a lien upon the property and shall be extended on the current tax roll as a delinquent tax against the property.

4. The Department of Public Works shall mail a copy of this resolution to the owner of each parcel charged for the cost of the removal, together with a statement of the amount charged against the particular parcel.

Approved:

_____

Katie Rosenberg, Mayor

DowntownSnowRem

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: September 8, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Cord Buckner, Andrew Lynch, Tom Kilian, Lori Wunsch

Discussion and possible action authorizing downtown snow/ice removal

Wesolowski explained the downtown snow removal is hired out and assessed to property owners based on actual costs. Larson mentioned the variance between amounts per foot in previous years and asked how the rate is determined. Wesolowski said that is mainly due to Mother Nature. The cost depends on the amount of snow, how many times they have to clear snow, and the bid price. Lindman added that this work is bid out per hour. After the season staff converts it to lineal feet of sidewalk that is cleared. It is easiest to bid out as an hourly rate.

Gisselman moved to approve. Seconded by Henke and the motion carried unanimously 5-0.

Agenda Item No.
6

STAFF REPORT TO CISM COMMITTEE – September 8, 2022

AGENDA ITEM

Discussion and possible action authorizing downtown snow/ice removal

BACKGROUND

Each year the Council adopts a resolution authorizing the removal of snow and ice from specific sidewalks in the downtown area. In the spring of each year, the abutting property owners are sent an invoice for the actual cost of snow/ice removal.

Following are the rates for the past five winters:

2021-2022	$8.30/foot
2020-2021	$5.76/foot
2019-2020	$7.72/foot
2018-2019	$11.92/foot
2017-2018	$9.06/foot

Example: A downtown property with 60 feet of frontage had a cost of $498.00 for snow/ice removal for 2021-2022.

FISCAL IMPACT

Property owners are charged the City's actual cost for snow/ice removal.

STAFF RECOMMENDATION

Forward a resolution to the Common Council authorizing snow/ice removal for the 2022-2023 winter.

Staff contact: Allen Wesolowski 715-261-6762

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

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE			
Vacating and discontinuing a portion of South 12th Street between Single Avenue and Sumner Street, just adjacent to 1117 Single Avenue.			
Committee Action:	Approved 4-0		
Fiscal Impact:	None		
File Number:	22-0904	**Date Introduced:**	September 13, 2022

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

RESOLUTION

WHEREAS, the City of Wausau recently discovered that the property located at 1117 Single Avenue, has a front enclosed porch with an overhang and the eastern wall of the house that encroaches into the right-of-way; and

WHEREAS, after research of the City's records by the City Attorney's Office, it has concluded that the house was built in 1890, and therefore the City Attorney believes the property owner has adversely possessed this portion of the right-of-way, containing the eastern wall of the house and supports vacation of the same; and

WHEREAS, further investigation by the City Attorney's Office reveals that a front porch connected to the house also encroaches the right-of-way, and was built sometime between October 1968 and 1974, and therefore the City Attorney's Office also believes the property owner has adversely possessed this portion of the right away as well, and supports vacation of the same; and

WHEREAS, although the current version of Wisconsin Statute 893.29 does not allow adverse possession by or against the state or political subdivision, previous versions of the statute did allow it, which is the law that applies; and

WHEREAS, the exact description of the portions of the right-of-way to be vacated and discontinued on South 12th Street in the City of Wausau:

> Part of the S. 12th Street right-of-way (platted as Eleventh Street) and lying Westerly of Block 1, Pleasant View Park, being part of the Southeast ¼ of the Southeast ¼, Section 36, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:
>
> Commencing at the Northwest corner of said Block 1; thence West, 60 feet to the intersection of the South right-of-way of Single Avenue and the West right-of-way of S. 12th (platted as Eleventh Street); thence S°0 00'00" E, along said West right-of-way, 12 feet to the point of beginning;
>
> Thence S 18°00'00" E, 28 feet; thence S 72°00'00" W, 9.10 feet to said West right-of-way; thence N°0 00'00" W, along said West right-of-way, 29.44 feet to the point of beginning.

WHEREAS, your Capital Improvements and Street Maintenance Committee, after considering the matter and the memorandum prepared by the City Attorney's Office, have recommended that the aforedescribed portion of the right-of-way be vacated and discontinued; and

NOW THEREFORE BE IT RESOLVED, that the City Attorney's Office's findings and conclusions regarding the vacation of this piece of the South 12th Street right-of-way, as set forth in the attached memorandum dated July 1, 2022, are adopted by the Common Council and incorporated herein by reference; and

BE IT FURTHER RESOLVED, the Common Council of the City of Wausau hereby discontinues and vacates the herein described right-of-way, to the extent to avoid any potential conflict under the law, any property interest it may have; and

BE IT FURTHER RESOLVED, under Wisconsin Statute 66.1005(2), all easements or incidental rights within the vacated street areas are perpetuated as part of this vacation, together with permanent access, construction and maintenance easements retained over the entire vacated street areas for perpetual public infrastructure rights relative, but not limited to, existing public storm sewer and drainage, sanitary sewer, water main and any potential future need for re-establishment of public street; and

BE IT FURTHER RESOLVED, under Wisconsin Statute 66.1005(1), reversionary rights of the vacated portion of the South 12th Street public right-of-way will attach entirely to the adjacent property of 1117 Single Avenue (291-2907-364-0901); and

BE IT FURTHER RESOLVED, that the City Clerk shall record a certified copy of this resolution accompanied with a map showing the location of said partially vacated right-of-way in the Office of the Register of Deeds for Marathon County, and that the City Clerk shall notify the City Engineer as to when this resolution has been recorded.

Approved:

_____

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: August 11, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Gary Gisselman, Chad Henke, Lisa Rasmussen (Diny was excused)

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Liz Brodek, Nathan Miller, Lori Wunsch

Discussion and possible action on vacating and discontinuing a portion of South 12th Street between Single Avenue and Sumner Street just adjacent to 1117 Single Avenue

Miller explained this house was built in 1890. The subdivision was platted in 1911; however, this lot was excluded from the plat. The owner recently came in to get a building permit and that is when it was discovered that the house is located within the right-of-way. A permit was denied based on this. Given how long the house has been there, they have adversely possessed the right-of-way. Two sections of the house needed to be looked at; the east wall and later the front overhang and enclosed porch were added. Based on GIS and the Assessor's Office, the enclosed porch was added sometime between 1968 and 1974. The Statute of Limitations ran, and it became theirs around 2012. This is a unique situation. This is being done by vacating and discontinuing just in case the City has any sort of property interest in this, but he does not believe they do. The resolution would be filed with the Register of Deeds and then the legal description for the property would be updated. One is not allowed to adversely possess land away from the government anymore. In 2016 they added a statute and made it retroactive, but he already had it by then.

Rasmussen believes this makes sense. She asked if this pushes the plat so the entire house is on his lot. Miller explained he would just be getting a small triangle as shown on Exhibit E, which is the only area he has adversely possessed. Rasmussen asked if approval would allow the owner to get a building permit. Miller confirmed.

Rasmussen moved to approve. Gisselman seconded.

Gisselman asked if a mistake was made when this was platted. Miller said the original plat was from 1911. A platted subdivision requires a 60' right-of-way for the road. The house was there before it was platted and should have been taken into consideration.

There being a motion and a second, motion to approve carried unanimously 4-0.

Office of the City Attorney

TEL: (715) 261-6590
FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

This memo addresses the resolution seeking to vacate a small portion of the South 12th Street right-of-way adjacent to the property located at 1117 Single Avenue[1]. After reviewing the City's records and discussing the matter internally with the City Engineer and City Inspector, it is the City Attorney's Office's recommendation that this resolution be adopted for the reasons set forth in this memo.

History of the Parcel

According to the City Assessor, the house located at 1117 Single Avenue (the "Parcel") was built around 1890.[2] The neighborhood, Pleasant View Park, was platted in 1911.[3] In that plat, it planned for the street to the east of the Parcel to be Eleventh Street. This street was later renumbered due to the fact that Eleventh Street did not go south of Single Avenue. Additionally in this original plat, the Parcel was excluded from the plat. South 12th Street is centered within the 60-foot right-of-way. It is believed that the current right-of-way configuration has been in place since this was originally platted in 1911.

Recently the owner of the Parcel came into the Inspections Department to apply for a building permit to fix the front enclosed porch with an overhang (the "Front Porch"), as it is in disrepair and needs fixing. This is when it was discovered that the house and this front porch are encroaching into the right-of-way of South 12th Street. The house itself encroaches the right of way and the front porch and overhang further encroaches the right-of-way. It is not known exactly when the front porch was built, but the Assessor's Office has a photo of the house taken in October 1968[4] that shows no front porch. The Engineer Department, using GIS, show the front porch being there as of 1974[5]. Due to this encroachment, the Building Permit was denied.

Following this denial, the Inspection's Department contacted the City Attorney's Office about this encroachment for advice on what to do. Following this, the City Attorney's Office has thoroughly reviewed the City's files. There are no records of the City ever taking any action to permit or cause the Parcel's property owners to remove the building encroaching South 12th Street's right-of-way.

Adverse Possession Claims

At this point, the owner of the Parcel is not claiming adverse possession for the areas covered by the eastern wall of his property along with the front porch. Adverse possession is an ancient legal doctrine in which a property owner may lose title to property if another possesses the property for a statutory period and the possession is exclusive, uninterrupted, continuous, and hostile, with open and notorious actual occupancy of the disputed property. Prior to 1931, adverse possession against governmental entities in Wisconsin was

[1] See Exhibit A
[2] The Parcel's actual legal description is Pt of Se Se Com at Insectn of S Ln of Single Ave & W Ln of 12th St W 52'S 135'E 52'N 135' to Beg Sec 36-29-7.
[3] See Exhibit B
[4] See Exhibit C
[5] See Exhibit D

not permitted. However, in 1931 the laws were changed to allow adverse possession against governmental entities if the person possessing the property could establish 40 years of uninterrupted adverse possession. The laws regarding adverse possession against governmental entities have changed over the intervening years, but because the courts have found that changes in the adverse possession laws are prospective in their application[6], if a land owner can show that they and their predecessors in title have adversely possessed City right-of-way for at least 40 consecutive years, and this possession started no later than May 20, 1980[7], then they will have met the statutory requirements and will have established title to that portion of the City's right-of-way.

With this framework in mind, it is clear that the Parcel's owner, though his predecessors in title, has established adverse possession over the areas encompassing the eastern wall and front porch. The house has been present in this portion of the right-of-way since 1890, and the City has made no efforts, at any point in time, to have the house removed. The front porch was built and has been present since sometime between October 1968 and 1974. Given the nature of the house (a permanent building), its mere uninterrupted presence from 1890 and the front porch's uninterrupted presence since at the latest 1974 to today, meets all the elements of adverse possession. As a result, it is the City Attorney's Office's opinion that the City has already lost title to these areas where the eastern wall and front porch encroaches into the right-of-way of South 12th Street, although the Parcel's owner still needs to perfect his title.

Vacation of Right-of-Way

As a result in the unique manner in which the Parcel, the right-of-way, and the front porch area have developed over time, the City Attorney's Office recommends vacating this portion of the right-of-way. Although the Attorney's Office believes the owner already possess title to this portion of the right-of-way, it recommends formally vacating this portion, in case the City still maintains any interest in this portion of the right-of-way. Please see Exhibit E for the area to be vacated. Indeed, vacation will benefit the City (and the Parcel's owner) by not only clearing up title to this land, but by placing this area on the tax rolls as part of the Parcel.

Assuming that the Common Council decides to follow the recommendations of the City Attorney's Office and vacate these areas of the right-of-way, it will help the Parcel's owner establish a clear recorded title over this land and save the City time and resources that would otherwise be spent "defending" a civil suit for which we would have no grounds of defense.

Conclusion

Given the analysis above, and for the reasons stated herein, it is the City Attorney's Office's opinion that the resolution to partially vacate the right-of-way for the areas of the eastern wall and front porch of the Parcel, adjacent to South 12th Street should be adopted by the Common Council in recognition of the Owner adversely possessing this land. It should be further noted that this Office does not feel that this decision, to vacate a portion of the right-of-way in response to this unique circumstance, would set a bad precedent for the City in protecting its right-of-ways in the future because it is unlikely that the unique facts of this case will rise again.

Nathan Miller 7/1/2022

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[6] See *Petropoulos v. City of West Allis*, 436 N.W.2d 880 (1989), *Polanski v. Town of Eagle Point*, 141 N.W.2d 281 (1966).

[7] The law changed to reduce the amount of years from 40 years to 20 years.

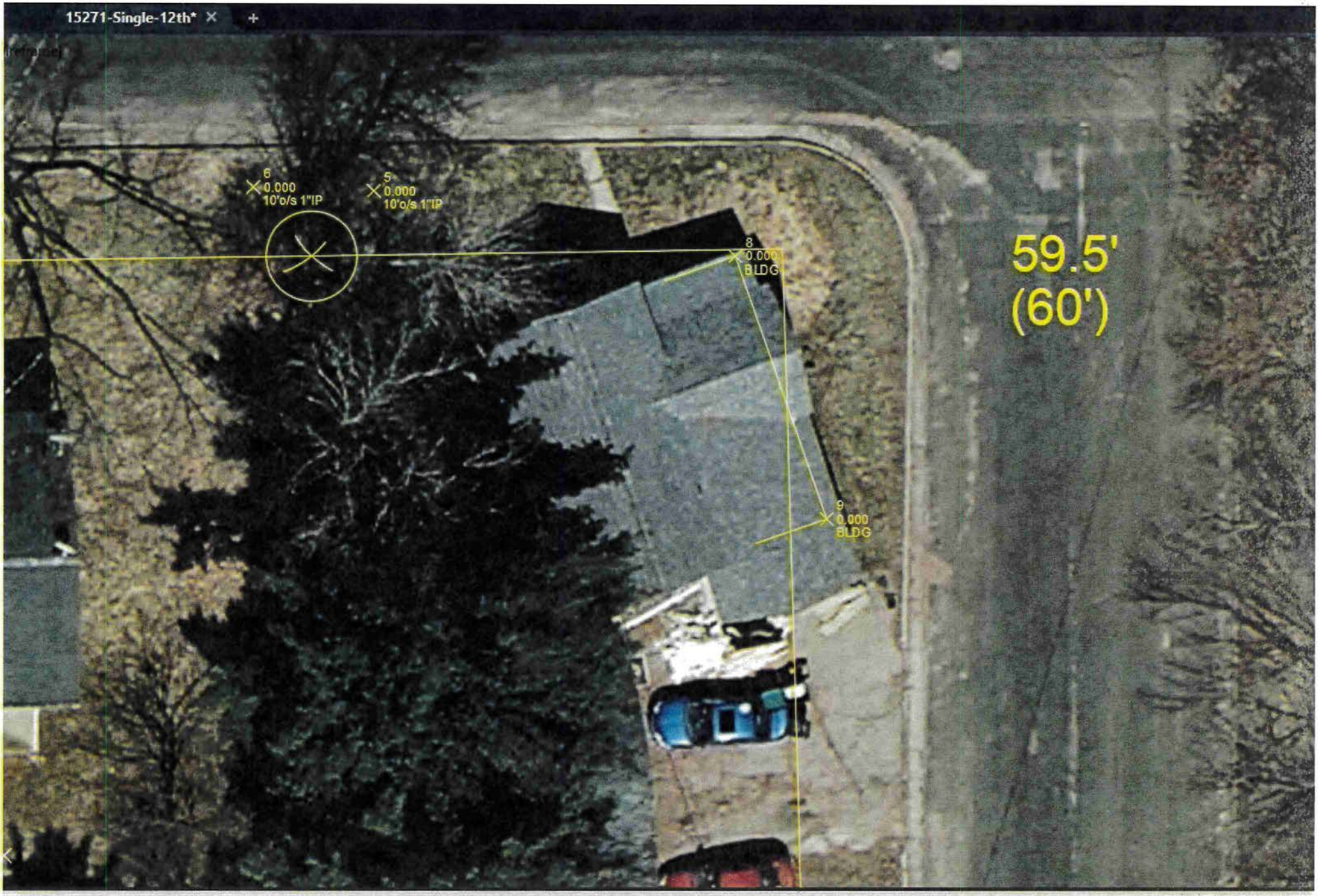

15271-Single-12th*
6
0.000
10'o/s 1"IP
5
0.000
10'o/s 1"IP
8
0.000
BLDG
9
0.000
BLDG
59.5'
(60')
_QSAVE
Layout1
Layout2
MODEL

Exhibit A

Pleasant View Park.

Scale — 1" = 100'

W. H. GOWEN, Surveyor.
Wausau, Wis.

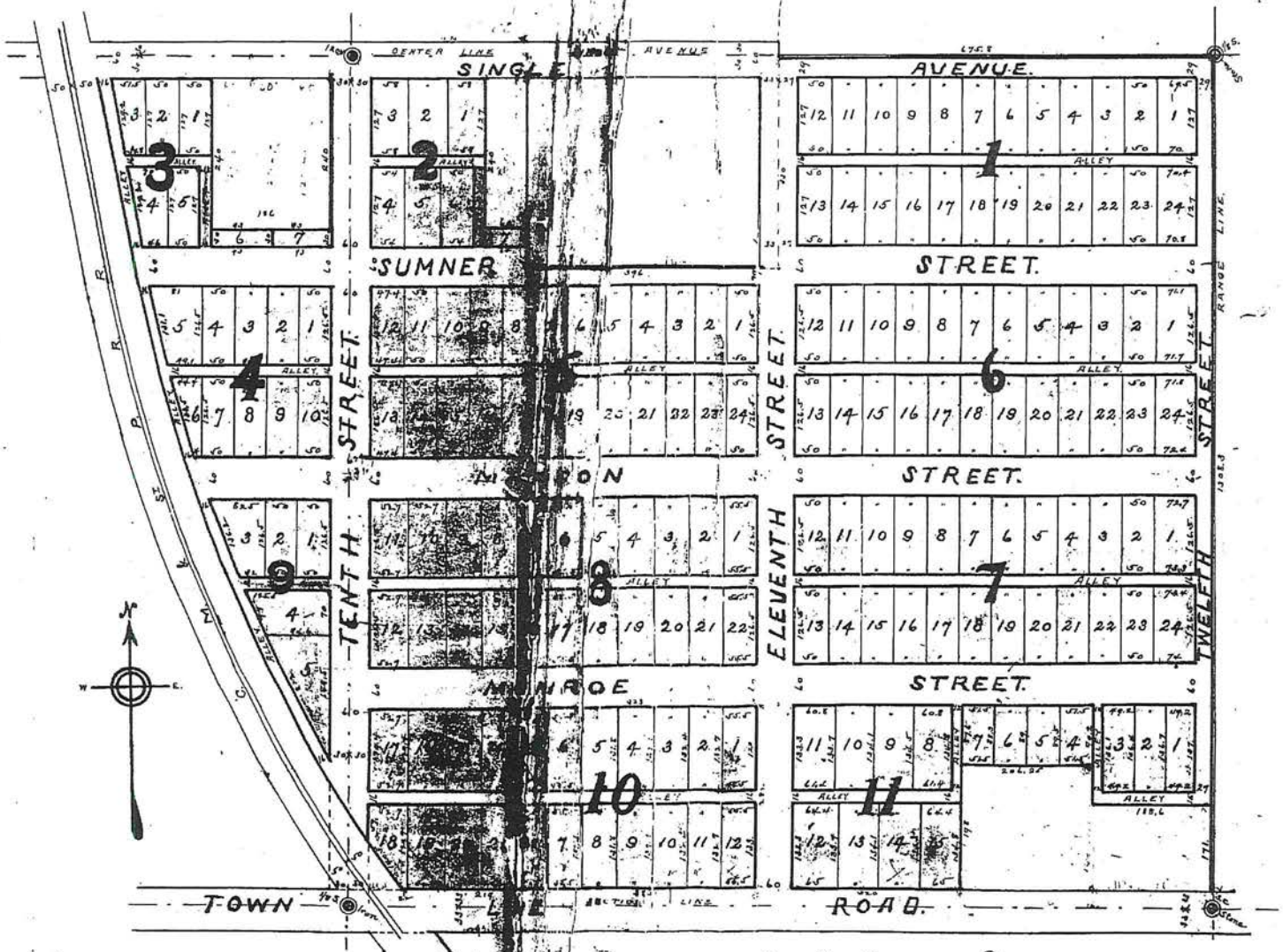
For Resolution Regarding Vacating Manson St. between 12th & 13th Sts. See Vol. 422 of Deeds, page 291. Andrew Miller, Register.

For Resolution vacating alley in Blk 9, Sub 1-5 Sub Blk 7th Blk 1, 7th. Michael R. Sullivan, Register.

For Resolution vacating alley lying West of Blk 3 Sub Blk 1 Sub Blk 19th. Michael Sullivan, Register.

For Resolution vacating part of an alley see Vol. 400 of Deeds Page 237. Andrew Miller, Register.

For Certificates of Survey, Ownership and Approval, see back of this page.



No. 139200.
Received for Record this 24th day of July, 1911, at 1 o'clock P.M.
John E. Dell, Register.

Exhibit B

P L E A S A N T - V I E W - P A R K.

State of Wisconsin) ss.
County of Marathon)

This is to certify that by the order and direction of Theopolus M. Smith, and Anderson Bros, and Johnson Company a Wisconsin Corporation the owners of the following described land, I have surveyed and platted the same, to wit:- a part of the SE¼ of the SW¼ and a part of Government Lot No. 3, in Section 36, Township 29, North Range 7, East of the 4th P. M. and situate in the city of Wausau, Marathon County, Wisconsin; said plat to be known as " Pleasant View Park" the boundaries of said plat being as follows:

Beginning at a point on the North line of the Town Line Road 171 feet North of the Southeast corner of said Section 36 and 1 foot west of the Range Line and running thence West 186.6 feet, thence North 60.9 feet, thence West 209.25 feet, thence South 198 feet to the North line of the Town Line Road, thence West on the North Line of said road 872 feet to the East boundary line of the Chicago, Milwaukee & St Paul Railroad right of way, thence Northerly along the East boundary line of said right of way 1363 feet to the South line of Single avenue, thence East along the South line of Single Avenue 137.5 feet, thence South parallel with the 1/8 section line 240 feet, thence East parallel with the center line of Single Avenue 186 feet to a point 30 feet West of the 1/8 section line, thence North parallel with the 1/8 section line, 240 feet to the South line of Single Avenue, thence East along the South line of Single Avenue 234 feet, thence South parallel with the 1/8 section line 240 feet, thence East parallel with Single Avenue 60 feet, thence South parallel with the 1/8 section line 61 feet, thence East 396 feet to a point 660 feet East of the 1/8 section line, and 331 feet South of the Center line of Single Avenue, thence North parallel with the 1/8 section line 330 feet to a point one foot South of the center line of Single Avenue, thence East parallel with the center line of Single Avenue 675.8 feet to a point one foot South and one foot West of the 1/8 section corner on the Range line, thence South parallel with the Range line 1137.3 feet to the point of beginning. That the map hereunto attached is a correct representation of the exterior boundaries of the land so surveyed and platted and of the divisions thereof made, and that in surveying, sub-dividing and platting the same I have complied with the laws of the State of Wisconsin.

Dated Wausau, Wis, this 29th day of May A. D. 1911.

W. H. Gowen.
Surveyor.

State of Wsiconsin) ss.
County of Marathon)

This is to Certify that we, Theopilus M. Smith and Anderson Bros, and Johnson Company a Wisconsin Corporation are the owners of the land described in the foregoing certificate of W.H. Gowen, and did cause the said land to be surveyed and platted as shown on the map hereto attached.

In Testimony Whereof we have hereunto signed our name and affixed our seals this 6th day of June A.D. 1911.

In Presence of:
Elizabeth Anderos.
Otto G. Fehlhaber.

(Anderson Bros & Johnson Company Corporate Seal Granite Heights Wis)

Theophilus M. Smith. (Seal)
Anderson Bros and Johnson Company
by Charles E. Johnson President
Attest Orlaf Anderson Secretary

State of Wisconsin)
County of Marathon) ss.

Appeared before me this 6th day of June A. D. 1911, the abovenamed Theopilus M. Smith, Charles E. Johnson and Orlaf Anderson to me personally known and acknowledged the foregoing certificate to be their free act and deed and the free act and deed of said Anderson Bro's & Johnson Company for the uses and purposes herein mentioned.

(Otto G. Fehlhaber Notary Public My Commission expires MarathonCo. Wis.)

Otto G. Fehlhaber.
Notary Public, Wis.
January 3rd 1915.

State of Wisconsin) City of Wausau--ss.
County of Marathon)

I J. J. Lohmar City Clerk in and for the City of Wausau, county and state aforesaid, do hereby certify that T. M. Smith and Anderson Bros. & Johnson the owners, submitted the annexed plat to the Common Council of the City of Wausau for its approval, and that at a regular meeting of said Council held on the 28th day of June 1911 said plat was approved by the Common Council of the City of Wausau by the adoption of the following resolution:

" Be it Resolved by the Common Council that the plat known as Pleasant View Park Addition to the City of Wausau be accepted and adopted"

Signed Fred Mohr

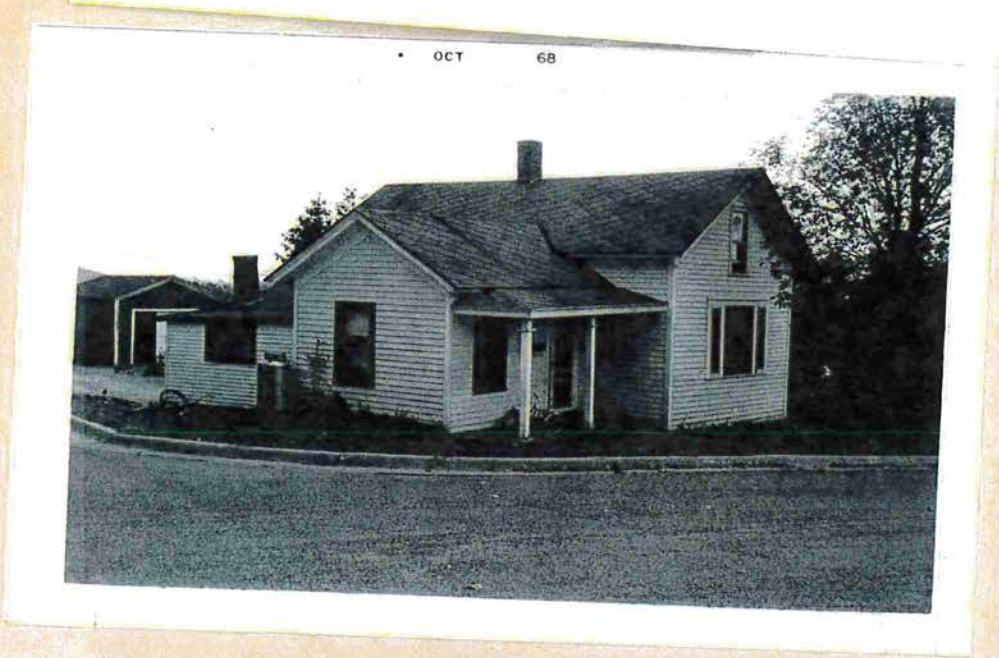
I fruther certify that I have carefully compared the above copy of said resolution with the original on file in my office and that the same is a true and correct copy thereof and of the whole thereof.

In Witness Whereof I have hereunto set my hand and caused the corporate seal of said City of Wausau to be affixed this 29th day of July 1911.

(City of Wausau Marathon Co Wisconsin)

J. J. Lohmar
City Clerk.

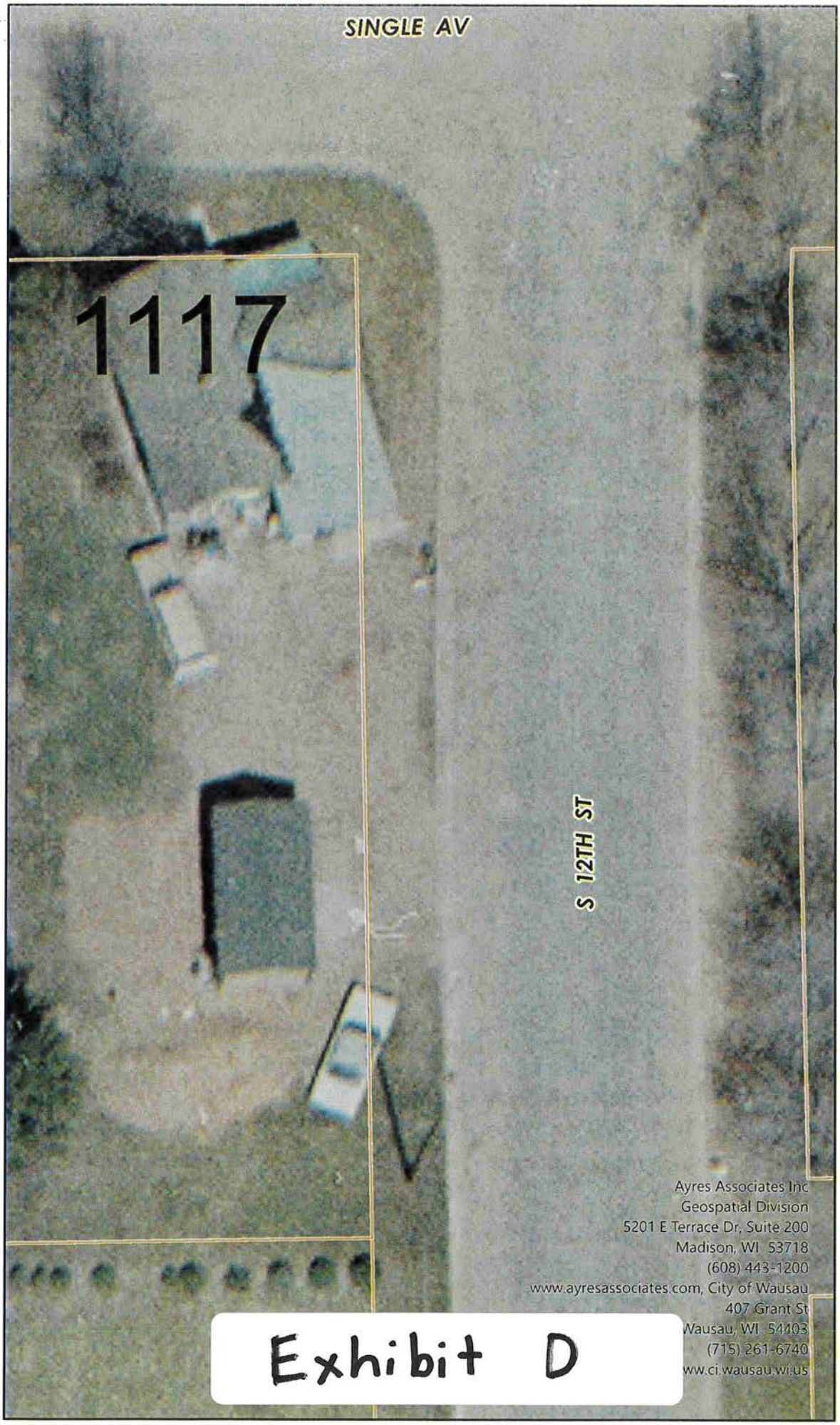
Received for Record this 29th day
of July 1911 at [illegible]



1117 Single Avenue

40 115 484 118
477 505 PART OF SE SE
COM AT INSECTN OF S LINE OF
SINGLE AVE & W LINE OF 12TH ST
W 52 FT S 135 FT E 52 FT N 135
FT TO BEG SEC 36 29 7

Exhibit C



1974 Airphoto

City of Wausau / DPW

Date Printed: 7/1/2022

0 0 0
mi

Municipal Boundaries
Parcel

N

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

Exhibit D

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

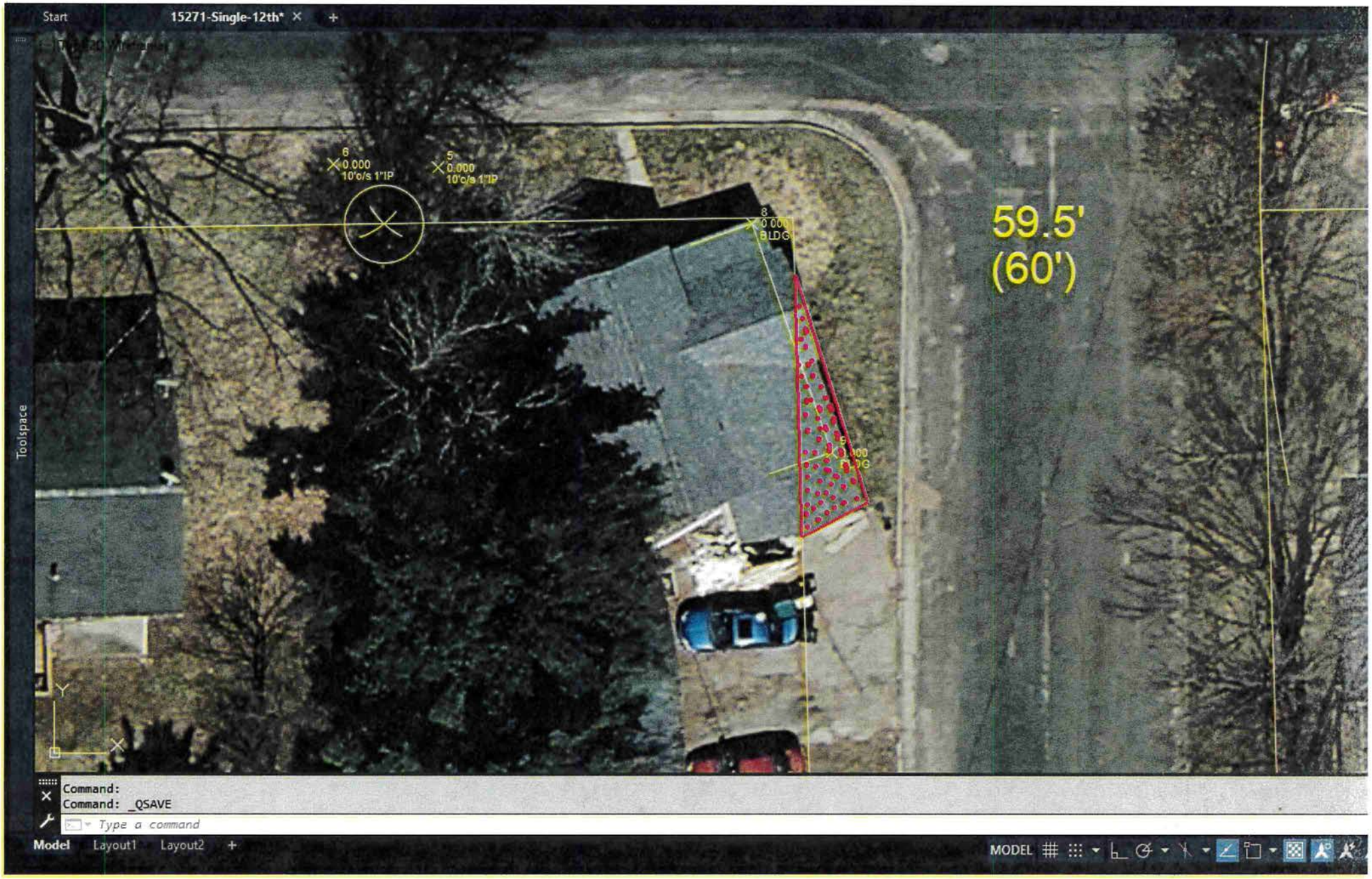
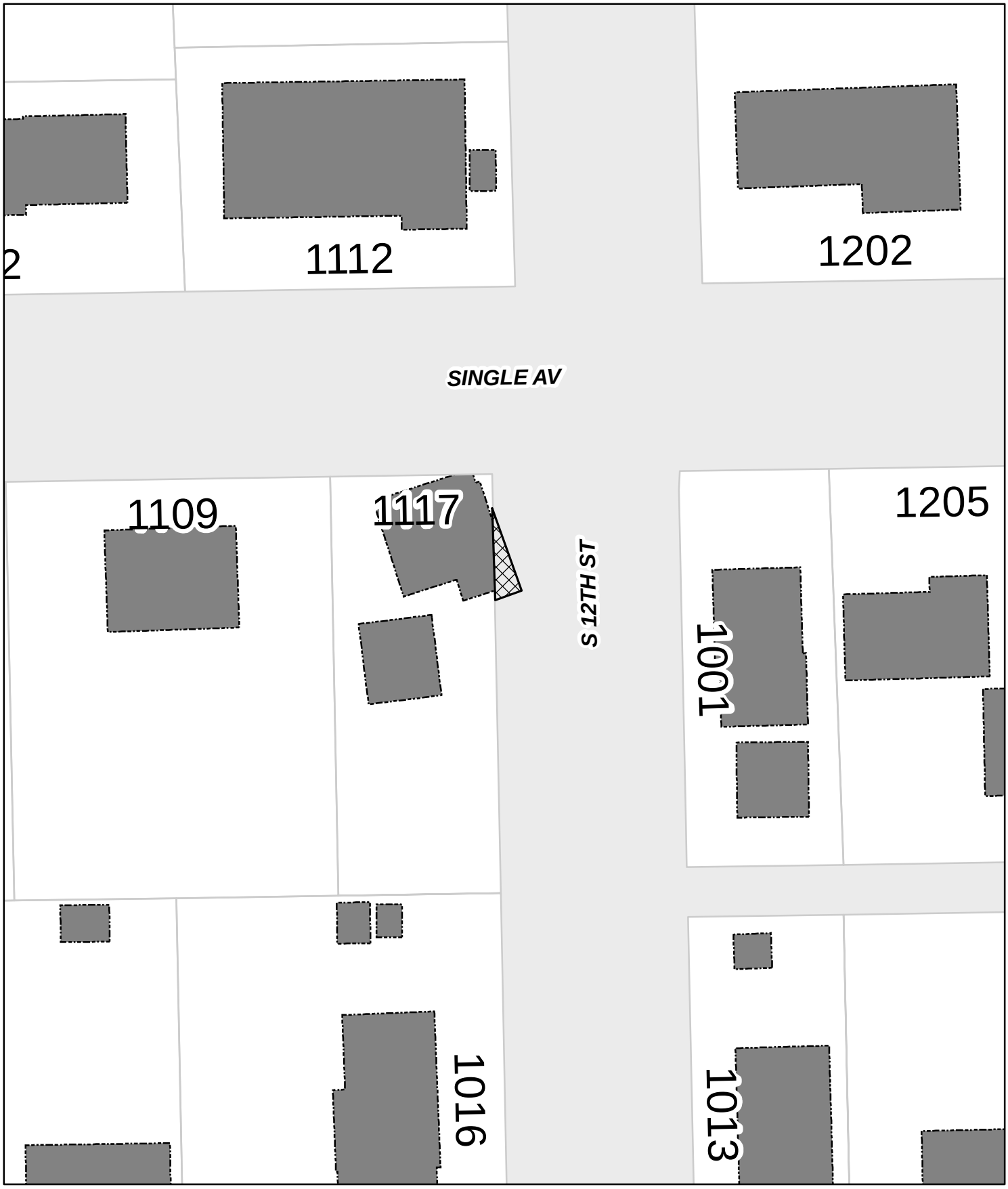

Start
15271-Single-12th*
Toolspace
6
0.000
10'o/s 1"IP
5
0.000
10'o/s 1"IP
8
0.000
BLDG
59.5'
(60')
Command:
Command: _QSAVE
Type a command
Model
Layout1
Layout2
MODEL

Exhibit E



N

0 12.5 25 50 Feet

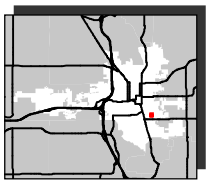
Map Date: July 22, 2022

CITY OF WAUSAU

Marathon County, Wisconsin

Legend

- Existing Building
- Existing Right-of-Way
- Proposed ROW Vacation



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

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE			
Accepting Easement with Wisconsin Public Service to bury electrical facilities at 500 Washington Street / 555 Jefferson Street			
Committee Action:	Approved 4-0		
Fiscal Impact:	None		
File Number:	22-0905	**Date Introduced:**	September 13, 2022

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

RESOLUTION

WHEREAS, the City of Wausau owns the property at 500 Washington Street and 555 Jefferson Street; and

WHEREAS, Wisconsin Public Service has requested an easement on the property to install underground electrical facilities and thus remove the current overhead facilities; and

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

WHEREAS, your Capital Improvements and Street Maintenance Committee met on August 11, 2022 to review the proposed easement and recommends approval; now therefore

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

Approved:

_____

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: August 11, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Gary Gisselman, Chad Henke, Lisa Rasmussen (Diny was excused)

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Liz Brodek, Nathan Miller, Lori Wunsch

CONSENT AGENDA

A. Approve minutes of the July 14, 2022 meeting
B. Action on final resolution to levy special assessments for 2022 Street Construction Projects
C. Action on final resolution to levy special assessments for 2022 Alley Paving Projects
D. Action on easement with WPS at 500 Washington Street and 555 Jefferson Street

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

Agenda Item No.
1D

STAFF REPORT TO CISM COMMITTEE – August 11, 2022

AGENDA ITEM
Action on easement with WPS at 500 Washington Street and 555 Jefferson Street
BACKGROUND
WPS is requesting an easement on two City of Wausau parcels. The easements will enable WPS to remove some overhead facilities and bury them.
FISCAL IMPACT
No fiscal impact to the City. Any disturbed areas will be restored in kind by WPS.
STAFF RECOMMENDATION
Staff recommends approving the easement.
Staff contact: Allen Wesolowski 715-261-6762

3300719 WSPS

DOCUMENT NUMBER

ELECTRIC UNDERGROUND EASEMENT

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

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

Parcel Identification Number (PIN)
291-2907-362-0196

Part of Lot 1-6, 11-15 of Block 4 of the recorded plat of STEWART MANSON & HINTON'S ADDITION, being part of the Southeast Quarter of the Southwest Quarter (SE1/4-SW1/4) of Section 25 and part of the Northeast Quarter of the Northwest Quarter (NE1/4-NW1/4) of Section 36, all in Township 29 North, Range 7 East, **City of Wausau, County of Marathon, State of Wisconsin**,

as shown on the ***attached Exhibit "A".***

1. **Purpose: ELECTRIC UNDERGROUND -** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.

2. **Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.

3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.

4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.

7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

8. **Easement Review**: Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

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

CITY OF WAUSAU
Corporate Name

Sign Name
Print name & title

Sign Name
Print name & title

STATE OF _____)
)SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____
CITY OF WAUSAU, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name_____
Print Name _____

Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Donald Schmoll
Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
July 14, 2022	Marathon	City of Wausau	500 WASHINGTON ST	291-2907-362-0196
Real Estate No.	WPSC District	WR#	WR Type	I/O
3300719	Wausau-61	3315145	ERU	6000272

TEMPORARY EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY

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

FINAL RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Levying Special Assessments for the 2022 Alley Paving Project

Committee Action: Approved 4-0

Fiscal Impact: Estimated construction cost $52,500; estimated special assessments $13,600

File Number:	21-1210	**Date Introduced:**	September 13, 2022

FISCAL IMPACT SUMMARY				
COSTS	*Budget Neutral*	Yes☐ No☒		
	Included in Budget:	Yes☒ No☐	*Budget Source:*	
	One-time Costs:	Yes☒ No☐	*Amount: $52,500*	
	Recurring Costs:	Yes☐ No☐	*Amount:*	
SOURCE	*Fee Financed:*	Yes☐ No☐	*Amount:*	
	Grant Financed:	Yes☐ No☐	*Amount:*	
	Debt Financed:	Yes☒ No☐	*Amount:$52,500*	*Annual Retirement*
	TID Financed:	Yes☐ No☐	*Amount:*	
	TID Source: Increment Revenue ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐			

RESOLUTION

WHEREAS, on December 14, 2021 a preliminary resolution was adopted for the proposed public construction project which included the installation of asphalt pavement on the alley bounded by Cedar Street, Spruce Street, North 9th Avenue and North 10th Avenue, during 2022; and

WHEREAS, the Engineer's report was filed with the City Clerk; a public hearing was held January 5, 2022; and the Board of Public Works reported upon the hearing to the Capital Improvements and Street Maintenance Committee regarding the comments of those who appeared at said hearing; and

WHEREAS, the Capital Improvements and Street Maintenance Committee did recommend to the Common Council that the project be constructed during 2022, and the Common Council accepted the Committee's reports at its meeting of January 25, 2022 and authorized that the project be accomplished; and

WHEREAS, bids were received by the Board of Public Works and the low bidder was awarded the alley paving project; and

WHEREAS, upon receipt of the low bid, the Engineer recalculated the estimates of construction

costs as set forth in the Engineer's report aforesaid, and applied the bid figures to the City assessment formula to each property affected, and the resulting assessments are attached hereto and made a part hereof;

NOW THEREFORE, BE IT RESOLVED,

1. That payment for said public improvements shall be made through an assessment against the real estate property described above.

2. That the assessments be and are hereby levied in the amount set forth above.

3. That such levy is made by the exercise of the City's police powers.

4. That the assessments are hereby determined to be fair and equitable, allocated amongst the property on a reasonable basis, and are in the public interest.

5. That any interested property owner may contest all or any part of such assessment in the manner provided in Section 3.24.020 of the Wausau Municipal Code.

6. That the special assessments shall be paid as follows:

Assessments under $300: If payment is not made prior to November 1, 2022, the special assessment will be placed on the 2022 real estate tax bill and be due in full on or before January 31, 2023. There is no interest charged when paid in full. Assessments totaling less than $300 must be paid in full and do not qualify for a payment schedule.

Assessments totaling $300 but less than $20,000: If full payment is not made prior to November 1, 2022, assessments totaling $300 but less than $20,000 will automatically be placed on the five-year payment schedule on the 2022 real estate tax bill. Property owners may then pay their special assessment under either of two options:

A. Payment in full without interest with the 2022 real estate taxes **OR**

B. Payment of the first one-fifth of the assessment with the 2022 real estate taxes without interest. The remaining balance is paid in equal installments on the next four real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% (the 2021 rate was 1.99%) beginning February 1, 2023, on the unpaid balance. The remaining balance may be paid at any time with interest calculated through the month of payment.

Assessments over $20,000: If payment is not made prior to November 1, 2022, assessments totaling $20,000 or more will automatically be placed on the ten-year payment schedule on the 2022 real estate tax bill. Property owners may then pay their special assessment under either of two options:

A. Payment in full without interest with the 2022 real estate taxes **OR**

B. Payment of the first one-tenth of the assessment with the 2022 real estate taxes without interest. The remaining balance is paid in equal installments on the next nine real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% (the 2021 rate was 1.99%) beginning February 1, 2023, on the unpaid balance. The remaining balance may be paid at any time with interest calculated through the month of payment.

Real estate taxes may be paid in full or in three installments (January 31, April 30, July 31). Regardless of how real estate taxes are paid, special assessments must be paid on or before January 31, 2023. No payments can be applied to real estate taxes if special assessments are not paid. Section 74.12(11)(a), Wisconsin Statutes, specifically states that if a treasurer receives a payment from a taxpayer which is not sufficient to pay all general property taxes, special assessments and special taxes due, the treasurer shall apply the payment to the amounts due, including interest and penalties, in the following order: (1) personal property taxes; (2) delinquent utility charges; (3) special charges; (4) special assessments; (5) special taxes; (6) general property taxes.

BE IT FURTHER RESOLVED that this final assessment resolution shall be published as a Class I notice in the official City newspaper; and

BE IT FURTHER RESOLVED, the Clerk shall cause to be mailed a copy of this resolution and a statement of the final assessment against the property to every property owner whose name appears on the assessment roll, whose post office address is known or can with reasonable diligence be ascertained.

Approved:

_____

Katie Rosenberg, Mayor

2022 ALLEY IMPROVEMENT PROJECT

Address	Name	Key No.	Footage	Assessment
Cedar Street, Spruce Street, 9th Avenue, 10th Avenue			**$14.26/ft**	
306 North 9th Avenue	Stieber	2907-263-0189	53.00	755.78
310 North 9th Avenue	Reuter	2907-263-0188	53.00	755.78
314 North 9th Avenue	Branyik	2907-263-0187	53.00	755.78
316 North 9th Avenue	Seymour	2907-262-0489	53.00	755.78
320 North 9th Avenue	Zarnoth	2907-262-0495	53.00	755.78
322 North 9th Avenue	Kneser	2907-262-0494	53.00	755.78
328 North 9th Avenue	Steinagel	2907-262-0493	53.00	755.78
305 North 10th Avenue	Volhard	2907-263-0207	53.00	755.78
309 North 10th Avenue	TKKD Properties LLC	2907-263-0208	53.00	755.78
311 North 10th Avenue	Smigelski	2907-263-0209	53.00	755.78
317 North 10th Avenue	Bushman	2907-262-0496	53.00	755.78
319 North 10th Avenue	Yach	2907-262-0497	53.00	755.78
323 North 10th Avenue	Kriescher	2907-262-0498	53.00	755.78
327 North 10th Avenue	Champagne	2907-262-0499	53.00	755.78
903 Cedar Street	Felix	2907-262-0492	53.00	755.78
915 Cedar Street	Piotrowski	2907-262-0500	53.00	755.78
904 Spruce Street	Parbon	2907-263-0190	53.00	755.78
916 Spruce Street	Laub	2907-263-0206	53.00	755.78

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: August 11, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Gary Gisselman, Chad Henke, Lisa Rasmussen (Diny was excused)

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Liz Brodek, Nathan Miller, Lori Wunsch

CONSENT AGENDA

A. Approve minutes of the July 14, 2022 meeting
B. Action on final resolution to levy special assessments for 2022 Street Construction Projects
C. Action on final resolution to levy special assessments for 2022 Alley Paving Projects
D. Action on easement with WPS at 500 Washington Street and 555 Jefferson Street

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

Agenda Item No.
1C

STAFF REPORT TO CISM COMMITTEE – August 11, 2022

AGENDA ITEM
Action on final resolution to levy special assessments for 2022 Alley Paving Projects
BACKGROUND
In the fall of each year, the Common Council adopts resolutions to levy special assessment for alley paving projects. Special assessments for 2022 alley paving projects to be levied this year include the alley bounded by Cedar Street, Spruce Street, North 9th Avenue, and North 10th Avenue.
FISCAL IMPACT
Estimated special assessments of $13,600.
STAFF RECOMMENDATION
Staff recommends forwarding the resolution to the Common Council to levy the special assessments.
Staff contact: Allen Wesolowski 715-261-6762

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

FINAL RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Levying Special Assessments for the 2022 Street Construction Projects

Committee Action: Approved 4-0

Fiscal Impact: Estimated construction cost $3,068,142; estimated special assessments $275,000

File Number:	21-1211	**Date Introduced:**	September 13, 2022

FISCAL IMPACT SUMMARY				
COSTS	*Budget Neutral*	Yes☐ No☒		
	Included in Budget:	Yes☒ No☐	*Budget Source:*	
	One-time Costs:	Yes☒ No☐	*Amount: $3,068,142*	
	Recurring Costs:	Yes☐ No☐	*Amount:*	
SOURCE	*Fee Financed:*	Yes☐ No☐	*Amount:*	
	Grant Financed:	Yes☐ No☐	*Amount:*	
	Debt Financed:	Yes☒ No☐	*Amount:$3,068,142*	*Annual Retirement*
	TID Financed:	Yes☐ No☐	*Amount:*	
	TID Source: Increment Revenue ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐			

RESOLUTION

WHEREAS, on December 14, 2021, a preliminary resolution was adopted for the proposed public street construction project which included the removal and replacement of bituminous concrete and/or Portland cement concrete pavement, curb and gutter, drive approaches, installation and/or replacement of sidewalk and sanitary sewer, water and storm sewer laterals where necessary, on the following streets during 2022:

Bugbee Avenue from Burek Avenue to Tierney Road
4th Street from McClellan Street to Scott Street
4th Avenue from Bridge Street to Knox Street

WHEREAS, the Engineer's report was filed in the office of the City Clerk; a public hearing was held January 5, 2022 for the project; and the Board of Public Works reported upon the hearing to the Capital Improvements and Street Maintenance Committee regarding the comments of those who appeared at said hearing and

WHEREAS, the Capital Improvements and Street Maintenance Committee did recommend to the Common Council that the projects be constructed during 2022, and the Common Council accepted the Committee's report at its meeting of January 25, 2022 and ordered that the projects be advertised for bid; and

WHEREAS, bids were received by the Board of Public Works and the low bidder was awarded the street construction projects and

WHEREAS, the street construction project special assessments for each property affected are attached hereto and made a part hereof;

NOW THEREFORE, BE IT RESOLVED,

1. That payment for said public improvements shall be made through an assessment against the real estate property described above.

2. That the assessments be and are hereby levied in the amount set forth above.

3. That such levy is made by the exercise of the City's police powers.

4. That the assessments are hereby determined to be fair and equitable, allocated amongst the property on a reasonable basis, and are in the public interest.

5. That any interested property owner may contest all or any part of such assessment in the manner provided in Section 3.24.020 of the Wausau Municipal Code.

6. That the special assessments shall be paid as follows:

Assessments under $300: If payment is not made prior to November 1, 2022, the special assessment will be placed on the 2022 real estate tax bill and be due in full on or before January 31, 2023. There is no interest charged when paid in full. Assessments totaling less than $300 must be paid in full and do not qualify for a payment schedule.

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BE IT FURTHER RESOLVED that this final assessment resolution shall be published as a Class I notice in the official City newspaper; and

BE IT FURTHER RESOLVED, the Clerk shall cause to be mailed a copy of this resolution and a statement of the final assessment against the property to every property owner whose name appears on the assessment roll, whose post office address is known or can with reasonable diligence be ascertained.

Approved:

_____

Katie Rosenberg, Mayor

2022 STREET CONSTRUCTION PROJECTS

This list will be updated as soon as drive approaches and sidewalk are installed and measured. All assessments are to be levied in 2022.

Address	Name	Key No.	Assessable Footage	Street Assmt	Dr Appr Footage	Assmt @ ____/sf	Sidewalk Footage	Assmt @ $_____/lf	Sewer Lateral	Total
BUGBEE AVE - BUREK AVE TO EAST TERMINI				**@ $42.00**		**@ $6.66/sf**		**@ $0.00/sf**		
1634 Becher Dr	Buska	2907-242-0040	0.00	0.00		0.00	0.00	0.00	0.00	0.00
1635 Becher Dr	Hendrick	2907-242-0882	0.00	0.00		0.00	0.00	0.00	0.00	0.00
514 Bugbee Ave	Anklam	2907-242-0892	70.00	2,940.00		0.00	0.00	0.00	500.00	3,440.00
604 Bugbee Ave	City of Wausau	2907-242-0887	0.00	0.00		0.00	0.00	0.00	500.00	500.00
615 Bugbee Ave	Linden	2907-242-0088	0.00	0.00		0.00	0.00	0.00	0.00	0.00
705 Bugbee Ave	Albers	2907-242-0880	0.00	0.00		0.00	0.00	0.00	500.00	500.00
711 Bugbee Ave	Schmirler	2907-242-0053	84.00	3,528.00		0.00	0.00	0.00	500.00	4,028.00
800 Bugbee Ave	City of Wausau	2907-242-0985	0.00	0.00		0.00	0.00	0.00	0.00	0.00
1010 Bugbee Ave	City of Wausau	2907-242-0148	0.00	0.00		0.00	0.00	0.00	0.00	0.00
1005 Bugbee Ave	Doescher	2907-242-0911	70.00	2,940.00		0.00	0.00	0.00	500.00	3,440.00
1011 Bugbee Ave	Burish	2907-242-0094	125.00	5,250.00		0.00	0.00	0.00	500.00	5,750.00
1107 Bugbee Ave	Lotz	2907-242-0999	0.00	0.00		0.00	0.00	0.00	500.00	500.00
1108 Bugbee Ave	Hoppa	2907-242-0018	70.00	2,940.00		0.00	0.00	0.00	0.00	2,940.00
1641 Burek Ave	Stoelting	2907-242-0905	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1707 Burek Ave	Paul	2907-242-0883	0.00	0.00		0.00	0.00	0.00	0.00	0.00
1635 Marten St	Sloan	2907-242-0039	0.00	0.00		0.00	0.00	0.00	0.00	0.00
1636 Marten St	Fox	2907-242-0054	94.00	3,948.00		0.00	0.00	0.00	0.00	3,948.00
1630 McCarthy Blvd	Weise	2907-242-0913	0.00	0.00		0.00	0.00	0.00	0.00	0.00
1637 McCarthy Blvd	Wolfe	2907-242-0994	0.00	0.00		0.00	0.00	0.00	0.00	0.00
1638 Pearson St	Zahradka / Aspeslet	2907-242-0082	0.00	0.00		0.00	0.00	0.00	0.00	0.00
1639 Pearson St	Lewandowski	2907-242-0085	0.00	0.00		0.00	0.00	0.00	0.00	0.00
1704 Tierney Rd	City of Wausau	2907-242-0017	0.00	0.00		0.00	0.00	0.00	0.00	0.00
4TH ST - MCCLELLAN ST TO SCOTT ST				**@ $42.00**		**@ $6.36/sf**		**@ $9.54/lf 6" @ 6'**		
521 North 4th St	Commonwealth Telephone	2907-253-0287	20.00	840.00		0.00		0.00	500.00	1,340.00
309 McClellan St	Jim N E Cricket LLC	2907-253-0279	121.00	5,082.00		0.00		0.00	500.00	5,582.00
316-324 Scott St	Shepherd Properties	2907-253-0508	0.00	0.00		0.00		0.00	500.00	500.00
400-410 Scott St	American Community Bank	2907-253-0283	20.00	840.00		0.00		0.00	500.00	1,340.00
4TH AVE - BRIDGE ST TO KNOX ST				**@ $42.00**		**@ $6.11/sf**		**@ $6.38/lf 4" @ 5'**		
602 N 4th Ave	City of Wausau	2907-262-0001	0.00	0.00		0.00		0.00	0.00	0.00
605 N 4th Ave	Gurholt	2907-261-0267	51.00	2,142.00		0.00		0.00	500.00	2,642.00
606 N 4th Ave	Zajichek	2907-262-0002	51.00	2,142.00		0.00		0.00	500.00	2,642.00
609 N 4th Ave	Marciniak	2907-261-0102	51.00	2,142.00		0.00		0.00	500.00	2,642.00

Address	Name	Key No.	Assessable Footage	Street Assmt	Dr Appr Footage	Assmt @ ____/sf	Sidewalk Footage	Assmt @ $_____/lf	Sewer Lateral	Total
610 N 4th Ave	Barnum	2907-262-0003	51.00	2,142.00		0.00		0.00	500.00	2,642.00
611 N 4th Ave	Schuster	2907-261-0101	51.00	2,142.00		0.00		0.00	500.00	2,642.00
612 N 4th Ave	Wausau Rental Properties	2907-262-0004	51.00	2,142.00		0.00		0.00	500.00	2,642.00
615 N 4th Ave	Thao / Xiong	2907-261-0100	51.00	2,142.00		0.00		0.00	500.00	2,642.00
618 N 4th Ave	Radant	2907-262-0005	51.00	2,142.00		0.00		0.00	500.00	2,642.00
619 N 4th Ave	Rivie LLC	2907-261-0099	51.00	2,142.00		0.00		0.00	500.00	2,642.00
622 N 4th Ave	Hillery	2907-262-0006	51.00	2,142.00		0.00		0.00	500.00	2,642.00
623 N 4th Ave	Rivie LLC	2907-261-0098	51.00	2,142.00		0.00		0.00	500.00	2,642.00
624 N 4th Ave	Putrus	2907-262-0007	51.00	2,142.00		0.00		0.00	500.00	2,642.00
702 N 4th Ave	Reynoso / Velazquez	2907-262-0008	51.00	2,142.00		0.00		0.00	500.00	2,642.00
703 N 4th Ave	Buchberger	2907-261-0096	0.00	0.00		0.00		0.00	500.00	500.00
705 N 4th Ave	Clark	2907-261-0095	51.00	2,142.00		0.00		0.00	500.00	2,642.00
708 N 4th Ave	Schreiner	2907-262-0009	51.00	2,142.00		0.00		0.00	500.00	2,642.00
709 N 4th Ave	Lewis	2907-261-0094	51.00	2,142.00		0.00		0.00	500.00	2,642.00
711 N 4th Ave	Madden	2907-261-0093	51.00	2,142.00		0.00		0.00	500.00	2,642.00
712 N 4th Ave	Krugler / Wilkom	2907-262-0010	51.00	2,142.00		0.00		0.00	500.00	2,642.00
714 N 4th Ave	Hunsicker	2907-262-0011	51.00	2,142.00		0.00		0.00	500.00	2,642.00
717 N 4th Ave	Beidle	2907-261-0092	51.00	2,142.00		0.00		0.00	500.00	2,642.00
718 N 4th Ave	Balz	2907-262-0012	51.00	2,142.00		0.00		0.00	500.00	2,642.00
719 N 4th Ave	Hahn	2907-261-0091	51.00	2,142.00		0.00		0.00	500.00	2,642.00
720 N 4th Ave	Ott	2907-262-0013	51.00	2,142.00		0.00		0.00	500.00	2,642.00
802 N 4th Ave	Kirschbaum	2907-262-0015	54.00	2,268.00		0.00		0.00	500.00	2,768.00
805 N 4th Ave	Horak	2907-261-0088	54.00	2,268.00		0.00		0.00	500.00	2,768.00
808 N 4th Ave	Pelch	2907-262-0016	54.00	2,268.00		0.00		0.00	500.00	2,768.00
809 N 4th Ave	Powers	2907-261-0087	54.00	2,268.00		0.00		0.00	0.00	2,268.00
810 N 4th Ave	Elliott	2907-262-0017	54.00	2,268.00		0.00		0.00	500.00	2,768.00
811 N 4th Ave	Berry / Kleczewski	2907-261-0086	54.00	2,268.00		0.00		0.00	500.00	2,768.00
814 N 4th Ave	Krenz	2907-262-0018	54.00	2,268.00		0.00		0.00	500.00	2,768.00
817 N 4th Ave	Krause	2907-261-0085	54.00	2,268.00		0.00		0.00	500.00	2,768.00
818 N 4th Ave	Tesmer	2907-262-0019	54.00	2,268.00		0.00		0.00	500.00	2,768.00
819-821 N 4th Ave	Pemble	2907-261-0084	54.00	2,268.00		0.00		0.00	500.00	2,768.00
822 N 4th Ave	Wadinski	2907-262-0020	54.00	2,268.00		0.00		0.00	500.00	2,768.00
823 N 4th Ave	823 N 4th Ave LLC	2907-261-0083	54.00	2,268.00		0.00		0.00	500.00	2,768.00
826 N 4th Ave	Del Conte	2907-262-0021	54.00	2,268.00		0.00		0.00	500.00	2,768.00
830 N 4th Ave	Serrurier	2907-262-0022	54.00	2,268.00		0.00		0.00	500.00	2,768.00
902 N 4th Ave	Ironwood Investments	2907-233-0759	0.00	0.00		0.00		0.00	500.00	500.00
904 N 4th Ave	Vang	2907-233-0755	59.00	2,478.00		0.00		0.00	500.00	2,978.00
907 N 4th Ave	Xiong / Vue	2907-234-0086	60.00	2,520.00		0.00		0.00	500.00	3,020.00
911 N 4th Ave	Wincentsen	2907-234-0085	60.00	2,520.00		0.00		0.00	500.00	3,020.00
912 N 4th Ave	Landwehr	2907-233-0258	56.00	2,352.00		0.00		0.00	500.00	2,852.00

Address	Name	Key No.	Assessable Footage	Street Assmt	Dr Appr Footage	Assmt @ ____/sf	Sidewalk Footage	Assmt @ $_____/lf	Sewer Lateral	Total
915 N 4th Ave	Xiong / Vue	2907-234-0084	60.00	2,520.00		0.00		0.00	500.00	3,020.00
916 N 4th Ave	Hapke Rev. Trust	2907-233-0257	56.00	2,352.00		0.00		0.00	500.00	2,852.00
918 N 4th Ave	Rosner	2907-233-0256	56.00	2,352.00		0.00		0.00	500.00	2,852.00
919 N 4th Ave	Exon	2907-234-0083	60.00	2,520.00		0.00		0.00	500.00	3,020.00
921 N 4th Ave	Holzem	2907-234-0082	0.00	0.00		0.00		0.00	500.00	500.00
924 N 4th Ave	Havlish	2907-233-0255	56.00	2,352.00		0.00		0.00	500.00	2,852.00
1002 N 4th Ave	Coulouris	2907-233-0212	53.00	2,226.00		0.00		0.00	500.00	2,726.00
1003 N 4th Ave	Ellis	2907-234-0074	60.00	2,520.00		0.00		0.00	500.00	3,020.00
1006 N 4th Ave	Seidler	2907-233-0214	0.00	0.00		0.00		0.00	500.00	500.00
1007 N 4th Ave	Shebuski	2907-234-0073	60.00	2,520.00		0.00		0.00	500.00	3,020.00
1009 N 4th Ave	Cosmos Properties	2907-234-0072	60.00	2,520.00		0.00		0.00	500.00	3,020.00
1010 N 4th Ave	Ksionek	2907-233-0215	0.00	0.00		0.00		0.00	500.00	500.00
1013 N 4th Ave	Cosmos Properties	2907-234-0071	60.00	2,520.00		0.00		0.00	500.00	3,020.00
1014 N 4th Ave	Wirsbinski	2907-233-0216	0.00	0.00		0.00		0.00	500.00	500.00
1018 N 4th Ave	Woller	2907-233-0156	0.00	0.00		0.00		0.00	500.00	500.00
1022 N 4th Ave	Leopold	2907-233-0758	74.00	3,108.00		0.00		0.00	500.00	3,608.00
1022 Merrill Ave	Cosmos Properties	2907-234-0070	0.00	0.00		0.00		0.00	500.00	500.00
313 Norton St	Koch	2907-261-0090	51.00	2,142.00		0.00		0.00	500.00	2,642.00
314 Norton St	Williams / Kalinoski	2907-261-0089	54.00	2,268.00		0.00		0.00	500.00	2,768.00
401 Norton St	Cheyka	2907-262-0014	51.00	2,142.00		0.00		0.00	500.00	2,642.00
315 W Wausau Ave	Ollhoff	2907-261-0082	54.00	2,268.00		0.00		0.00	500.00	2,768.00
316 W Wausau Ave	Brown	2907-234-0087	60.00	2,520.00		0.00		0.00	500.00	3,020.00

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: August 11, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Gary Gisselman, Chad Henke, Lisa Rasmussen (Diny was excused)

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Liz Brodek, Nathan Miller, Lori Wunsch

CONSENT AGENDA

A. Approve minutes of the July 14, 2022 meeting
B. Action on final resolution to levy special assessments for 2022 Street Construction Projects
C. Action on final resolution to levy special assessments for 2022 Alley Paving Projects
D. Action on easement with WPS at 500 Washington Street and 555 Jefferson Street

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

Agenda Item No.
1B

STAFF REPORT TO CISM COMMITTEE – August 11, 2022

AGENDA ITEM
Action on final resolution to levy special assessments for 2022 Street Construction Projects
BACKGROUND
In the fall of each year, the Common Council adopts resolutions to levy special assessments for street construction projects. Special assessments for 2022 street construction projects to be levied this year include Bugbee Avenue from Burek Avenue to Tierney Road, 4th Street from McClellan Street to Scott Street, and 4th Avenue from Bridge Street to Knox Street.
FISCAL IMPACT
Estimated special assessments of $275,000.
STAFF RECOMMENDATION
Staff recommends forwarding the resolution to the Common Council to levy the special assessments.
Staff contact: Allen Wesolowski 715-261-6762

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

ORDINANCE OF FINANCE COMMITTEE			
Amending Section 10.20.020 Boulevard parking			
Committee Action:	Approved 4-0	**Ordinance Number:**	
Fiscal Impact:	None		
File Number:	13-1106	**Date Introduced:**	September 13, 2022

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

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

Add ( )
Delete (———)

Section 1. That Section 10.20.020 Boulevard parking, is hereby amended to read as follows:

10.20.020 Boulevard parking.

No person shall park a vehicle on any boulevard, parkway or sidewalk in the City. The forfeiture for a violation of this section shall be $~~1~~20.00.

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

Section 3. This ordinance shall be in full force and effect from and after its date of publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn Bernarde, Clerk

FINANCE COMMITTEE
Date and Time: Wednesday, August 10, 2022 @ 5:30 pm., Council Chambers
Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Carol Lukens
Members Excused: Doug Diny
Others Present: Emily Ley, Robert Barteck, Ben Bliven, Matt Barnes, Liz Brodek, Eric Lindman, Anne Jacobson, Anne Keenan, Katie Rosenberg, Tammy Stratz, Gary Gisselman

Discussion and possible action regarding Boulevard parking ordinance
Rasmussen explained this is an amendment to the Fee Schedule to increase the fine from $10 to $20 for parking in the wrong place.

Motion by Watson, second by Martens to approve the amendment to the Fee Schedule. Motion carried 4-0.

Wausau Police Department
515 Grand Ave Wausau, WI 54403 Ph. 715-261-7800

DATE:
June 21, 2022

TO:
City of Wausau Finance Committee

RE: Proposed Ordinance Change (10.20.020)

We are requesting the Committee to consider modifying the forfeiture amount listed in Wausau Municipal Code (WMC) 10.20.020.

WMC 10.20.020, currently states as follows: [n]o person shall park a vehicle on **any boulevard, parkway or sidewalk** in the City. *The forfeiture for a violation of this section shall be $10.00.* The proposed modification is to change the forfeiture amount from $10 to $20.

The requested increase will align with penalties assigned to the majority of the city's other codified parking restrictions and may increase the incentive for adherence to the restriction.

Thank you for your consideration,

Cord Buckner
Lieutenant, Patrol Services
Wausau Police Department

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE			
Approving or Denying Various Licenses as Indicated			
Committee Action:	Approved 5-0		
Fiscal Impact:	None		
File Number:	22-0108	**Date Introduced:**	September 13, 2022

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

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its August 15, 2022 meeting, and has made recommendations that are attached hereto in the meeting minutes and recommends these actions to the Council for its approval, now therefore

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

Approved:

_____

Katie Rosenberg, Mayor

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, August 15, 2022, at 5:15 pm, (Council Chambers)
Members Present: Lisa Rasmussen, Chad Henke, Doug Diny, Lou Larson, Becky McElhaney
Others Present: Nathan Miller, Robert Barteck, Ben Bliven, Jeremy Kopp, Kaitlyn Bernarde, Mary Goede, Katie Rosenberg, Phil Rentmeester

Consider approval or denial of various license applications

Lisa Rasmussen stated there are no denials this month. She noted there is a Class A Beer & Liquor license application for a new owner of Pine Ridge Wausau and a Special Event application from Wausau River District for a Beer Walk.

Motion by Henke, second by Diny to approve the licenses as recommended by staff. Motion carried 5-0.

CLERK'S REPORT TO PUBLIC HEATH & SAFETY COMMITTEE

August 15, 2022 Meeting

AGENDA ITEM # 2

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

ADDITIONAL INFORMATION

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

1. **Denial Recommendations** – none

2. **Class A Beer & Liquor**: WHRGOPS NW-WI-NWI LLC, dba The Store #3248, premise located at 308 Stewart Ave. Schierl Sales Corp. is current license holder selling business to Mountain Express Oil Co., out of Georgia. Applicant anticipates taking over in mid to late October.

3. **Special Event Class II**: (Beer Walk - New) Small Business Saturday – Ale Trail, November 26, 2022. Wausau River District.

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

STAFF RECOMMENDATION

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

Mary Goede, Deputy Clerk
Date of Report: August 12, 2022
(715) 261-6621

PHS Date 08/15/2022

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
169785	9020 - Public Transport Driver Renewal	TRAVER, ELRIC	305 SUMMIT DR # 5 WAUSAU WI 54401		NORTHWOODS CAB	07/21/2022	06/30/2023	Yes	Yes	
135108	9020 - Public Transport Driver Renewal	ZYDUCK, SEAN	111 S 7TH ST APT 1 WAUSAU WI 54403		NORTHWOODS CAB	07/22/2022	06/30/2023	Yes	Yes	
169852	9027 - Class II	OPAL-WAHOSKE, BLAKE	316 SCOTT ST WAUSAU WI 54403	SMALL BUSINESS SATURDAY-AL E TRAIL on 11/26/22					Yes	
170223	9061 - Class A Beer & Liquor	HEARLEY, HEIDI	132413 COUNTRYSIDE DR EDGAR WI 54426		THE STORE #3251	08/18/2022	06/30/2023	Yes	Yes	
170114	9069 - Temporary Class B Retailer (Picnic)	,	518 S 7TH AVE WAUSAU WI 54401		MONK BOTANICAL GARDENS				Yes	
169885	9069 - Temporary Class B Retailer (Picnic)	HANNEY, CARLY	707 N 3RD ST WAUSAU WI 54403		THE LANDING AT THE WOODSON YMCA			Yes	Yes	
169878	9069 - Temporary Class B Retailer (Picnic)	OPAL-WAHOSKE, BLAKE	316 SCOTT ST WAUSAU WI 54403		WAUSAU RIVER DISTRICT				Yes	
170225	9075 - Cigarette	,	3650 MANSELL RD, STE 250 ALPHARETTA GA 30022-7200		THE STORE #3251	08/18/2022	06/30/2023		Yes	
169954	9080 - Public Transport Driver New	PAULSON, COLLEEN	408 N 1ST AVE APT B WAUSAU WI 54401		NORTHWOODS CAB	07/28/2022	06/30/2023	Yes	Yes	

Total Licenses 7

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

ORDINANCE OF WAUSAU WATER WORK COMMISSION			
Amending Section 13.62.020 Definitions			
Committee Action:	Approved 5-0	**Ordinance Number:**	
Fiscal Impact:	None		
File Number:	22-0906	**Date Introduced:**	September 13, 2022

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

Add ( )
Delete (———)

Section 1. That Section 13.62.020 Definitions is hereby amended to read as follows:

13.62.020 – Definitions

. . . .

(a) If the user is a corporation:

. . . .

(2) The ~~Director of Public Works and Utilities~~ manager of one or more manufacturing facilities provided the ~~Director of Public Works and~~ ~~Utilities~~ manager is authorized to make decisions which govern the operation of the facility, make major capital investment recommendations, initiate and direct comprehensive measures to assure long-term compliance with environmental laws, can ensure the necessary systems are established to gather complete and accurate information for the report and where authority to sign documents has been delegated to the ~~Director of~~ ~~Public Works and~~ ~~Utilities~~ manager according to the corporation's procedures; or

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

_____
Katie Rosenberg, Mayor

Attest:

_____
Kaitlyn A. Bernarde, Clerk

Minutes of September 6th, 2022

A meeting of the Wausau Water Works Commission was called to order at 1:30 p.m. in City Hall on Tuesday, September 6th, 2022. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on September 1, 2022.

Members Present: President Rosenberg, Commissioners Herbst, Force, Gehin, Robinson

Others Present: Eric Lindman, Scott Boers, Ben Brooks, Stephen Opatik/ Becher-Hoppe, Susan Wojtkiewicz/Donohue

Via WebEx: Mike Gerbitz/Donohue, Andrew Dow/Donohue, Tonia Westphal/Clark-Dietz

7) Discussion and Possible Action Amending WMC 13.62.020 Definitions for Pretreatment Authorized Representative.

Lindman began this section was part of our pretreatment and it referenced Managers of Industrial sites and not the City, so it should not reference the Director of Public Works but Manager.

Robinson moved to accept the modifications to the Wausau Municipal Code. Seconded by Gehin.

Rosenberg recapped the motion to amend WMC 13.62.020 Definitions for Pretreatment Authorized Representative. Motion Carried 5-0.

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

JOINT RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE AND PLAN COMMISSION			
Approving Final Plat – Alexander Davis.			
Committee Action:	CISM: Approved 3-1 Plan: Approved 6-0		
Fiscal Impact:	This plat, if approved, will allow the owner to sell the lots for redevelopment and add future value to the City of Wausau tax base.		
File Number:	22-0304	**Date Introduced:**	September 13, 2022

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

RESOLUTION

WHEREAS, your Capital Improvements and Street Maintenance Committee and Plan Commission have reviewed the final plat of the Alexander Davis Plat, located on the former site of the Wausau Center Mall in the City of Wausau; and

WHEREAS, the plat delineates lot lines, proposed rights-of-way, outlots dedicated to the public and ownership so that parcels can be sold and developed; and

WHEREAS, this final plat conforms with the general layout of the preliminary plat approved by the Common Council on March 8, 2022.

BE IT RESOLVED by the Common Council of the City of Wausau that the Alexander Davis the final plat of hereby approved; and

BE IT FURTHER RESOLVED, that the City accepts, upon recording by the Marathon County Register of Deeds, those areas dedicated to the public on the final plat.

Approved:

_____

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: August 11, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Gary Gisselman, Chad Henke, Lisa Rasmussen (Diny was excused)

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Liz Brodek, Nathan Miller, Lori Wunsch

Discussion and possible action on Alexander Davis Final Plat

Wesolowski indicated this is the plat for the former mall site. The plat was created by REI on behalf of the City and WOZ. The City is partial owner of some of the lots and outlots. He noted that Outlot 8 will be future streets. This creates land locked parcels. According to the Municipal Code, land locked parcels cannot be created. There is also a concern with TID boundaries crossing some of the lots. The Outlots are noted as streets and are anticipated to be dedicated as right-of-way per the Developers Agreement.

Alfonso stated the ordinance does say "shall not" create land locked parcels; however, the Developers Agreement does have them contractual obligated to dedicate those to the City. She believes the contractual obligation mitigates the "shall" in the ordinance.

Lindman said the Developers Agreement was written to where Outlot 8, which will be right-of-way, is going to be deeded to the City. Then the City will create the right-of-way. That way if any of that property gets vacated in the future, it will come back to the City.

Rasmussen questioned if the contractually obligated land dedication and our installation of right-of-way and infrastructure would solve the land lock issue. Wesolowski confirmed and said it will have to come back to this committee to accept the right-of-way. Regarding the TID boundaries, Rasmussen asked if it would be solved with a plan amendment to adjust the map. Brodek confirmed the TID boundaries will be amended. Staff looked at the timeline of amendments that are needed solely for the construction date not for right-of-way or for the plat dedication. Because the land will still be a slab as of January 1, 2023, we can wait until next year. Otherwise, we would be under pressure to amend the TID boundaries.

Given the fact that both concerns will be resolved, Rasmussen moved to approve the plat. Seconded by Henke and the motion carried 3-1 with Larson the dissenting vote.

Time and Date: The Plan Commission met on Tuesday, August 16, 2022, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Sarah Watson, Bruce Bohlken, Andrew Brueggeman, George Bornemann

Others Present: William Hebert, Andrew Lynch, Melissa Engen

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

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

Discussion and possible action Alexander Davis Final Plat.

Lindman said that this is the final plat for the former mall site. The CISM staff report highlighted a few concerns. The creation of the outlots creates landlocked parcels. Lindman said in part of the developer's agreement there is a contractual obligation with WOZ that they will dedicate the Outlot 8 back to the public. The plat has been updated to show this. The state was contacted, and they agree that it is adequate for them to approve the plat. The TID boundary cuts through part of it and will be amended in the future. Through the developer's agreement, the property will be deeded to the city and then the right-of-way will be dedicated. In the future, it can come back to the city for control. The plat shows where streets will lay out. Lot 4 is the initial development parcel.

CLARIFICATION: Following the meeting it was clarified that the plat map will dedicate Outlot 8 as right of way once the plat is recorded. There will be no additional approvals by city council to create right of way. The resolution will be updated to reflect this when it goes to city council for final approval.

Brueggeman motioned to approve the Alexander Davis Final Plat. Bornemann seconded, and the motion carried unanimously 6-0.

Agenda Item No.
3

STAFF REPORT TO CISM COMMITTEE - August 11, 2022

AGENDA ITEM

Discussion and possible action on Alexander Davis Final Plat

BACKGROUND

A copy of the Alexander Plat is attached along with application.

Engineering Staff review comments:

- The creation of Outlot 8 creates land locked parcels (lots 3 and 4) with no access to right of way.
- TID boundaries cross the proposed lot lines.

FISCAL IMPACT

Approving the plat will allow for the sale and development of the lots.

STAFF RECOMMENDATION

Staff recommends approving the final plat with consideration to staff review comments.

Staff contact: Allen Wesolowski 715-261-6762

CITY OF WAUSAU FORMAL APPLICATION FOR APPROVAL OF A FINAL PLAT

Instructions: This application should be completed and returned to the City Engineer with six (6) copies of the final plat (at least one copy should be 11"X17" or smaller). The final plat should be prepared in accordance with the requirements of Chapter 21.12.070 of the *Wausau Municipal Code*. A copy of Chapter 21.12.070 is available in the City Engineering Department and on the City's Website at: www.ci.wausau.wi.us (under the sub-heading Government: Municipal Code).

NOTE: Much of the information requested below may have been provided with your application for approval of a preliminary plat. We are requesting it again in case there have been changes since the preliminary plat application was submitted.

SECTION I. Applicant Information

1) Name of Subdivision Legal Owner (or Agent): Wausau Opportunity Zone

2) Mailing Address of Owner (or Agent): Suite 300

2100 Stewart Ave Wausau 54401

3) Owner/Agent Contact Information 715-675-9784 (Phone Number) _____ (Fax Number)

Trasenze@REEngineering.com
(E-mail address and/or alternate phone number, if available)

4) Name of Surveyor & Business Name: Jesse Robsrge, REE Engineering

5) Address of Surveyor: 4020 N. 20th Ave.

Wausau 54401

6) Surveyor Contact Information: 715-675-9784 (Phone Number) _____ (Fax Number)

JRobsrge@REEngineering.com
(E-mail address and/or alternate phone number, if available)

*Name, Address, and Telephone Number of technician responsible for subdivision design and of the surveyor responsible for surveys should be shown on the final plat as submitted.

SECTION II. Subdivision Information — Name and Location

7) Name of Subdivision (if within an existing subdivision): "Original Plat of Wausau" Alexander Davis Plat

8) Proposed Name (if not within previously platted subdivision): _____

9) Date of Common Council approval AND File Number of preliminary plat upon which this final

plat is based: March 8, 2022 (Council Approval Date) 22-0304 (File Number)

10) List street names proposed in final plat (Check with Marathon County Department of Conservation, Planning and Zoning at 715-261-6040 to avoid duplication, etc.):

2nd Street, 3rd Street, Washington Street, Jackson Street

11) Location and Description of Property (government lot, section, township, range and county):

Part of Gov't Lot 5, Section 35 & Gov't Lot 1 Sec. 36, T29N., R7E.

SECTION III. Subdivision Information — Basic Facts and Proposals

12) Size of tract in acres and/or of existing lots, if any, in square feet: 0 acres

13) Existing zoning classification of property: UDD

14) Is any rezoning to be proposed? If so, describe: No

15) Total number of lots included on the final plat: 7 Lots, 6 Outlots

16) Total area shown on the final plat, including streets: 15.217 Acres

17) Area of lots proposed: Minimum 15,481 sq ft Average 59,500 sq ft. Maximum 2.378 ac.

18) Proposed Sanitary Facilities

Water: Public Water Supply

Sewerage Disposal: Public Sewer Disposal

19) Any other proposals, such as parcels of land intended to be dedicated, conveyed, or reserved for public use, and the conditions proposed for such disposal and use (describe in detail):

PUBLIC STREET DEDICATIONS AS SHOWN

20) List citation of last instrument conveying title to each parcel of property involved in the proposed subdivision, giving grantor, grantee, date and land records reference:

PARTIALLY OWNED BY THE CITY OF WAUSAU
WAUSAU OPPORTUNITY ZONE - QUIT CLAIM DEED - DOC NO 1797468
DATED 2/6/20

21) List citation of any existing legal rights-of-way or easements affecting the property: _____

SEE FACE OF PLAT FOR VARIOUS GROUND LEASE PARCELS AND NON EXCLUSIVE EASEMENTS AS SHOWN

22) List existing covenants on the property, if any: REFER TO ANSWER TO #21

23) List any proposed covenants on the property, if any: _____

THE APPLICANT MUST COMPLETE THE FOLLOWING:

Completed by: TONY RABENZ
Today's Date: 7/28/22

(Your Signature)

If you wish to submit additional information, you may attach extra pages to this application form.

From: Eric Lindman
To: Mary Goede
Subject: FW: CISM/Plan/Council - Alexander Plat Clarification of R/W Dedication
Date: Wednesday, September 7, 2022 3:40:49 PM

For the Council Packet, thank you.

Eric Lindman, P.E.
Director of Public Works & Utilities
City of Wausau
407 Grant St.
Wausau, WI 54403-4783
P: 715-261-6745
C: 715-292-2606

From: Eric Lindman
Sent: Wednesday, August 17, 2022 10:44 AM
To: Carol Lukens <Carol.Lukens@ci.wausau.wi.us>; Chad Henke <Chad.Henke@ci.wausau.wi.us>; Dawn Herbst <Dawn.Herbst@ci.wausau.wi.us>; Doug Diny <Doug.Diny@ci.wausau.wi.us>; Gary Gisselman <Gary.Gisselman3@ci.wausau.wi.us>; Katie Rosenberg <Katie.Rosenberg@ci.wausau.wi.us>; Lisa Rasmussen <Lisa.Rasmussen@ci.wausau.wi.us>; Lou Larson <Lou.Larson@ci.wausau.wi.us>; Michael Martens <Michael.Martens@ci.wausau.wi.us>; REBECCA MCELHANEY <Becky.McElhaney@ci.wausau.wi.us>; Sarah Watson <Sarah.Watson@ci.wausau.wi.us>; Tom Kilian <Tom.Kilian@ci.wausau.wi.us>; 'babohlken@gmail.com' <babohlken@gmail.com>; Andrew Brueggeman <ajbrueggeman@gmail.com>; George Bornemann <gbornemann@gmail.com>
Cc: Anne Jacobson <Anne.Jacobson@ci.wausau.wi.us>; Liz Brodek <Liz.Brodek@ci.wausau.wi.us>; Randy Fifrick <Randy.Fifrick@ci.Wausau.wi.us>; Tara Alfonso <Tara.Alfonso@ci.wausau.wi.us>
Subject: CISM/Plan/Council - Alexander Plat Clarification of R/W Dedication

At the CISM meeting on August 11 and Plan Commission on August 16 the Final Alexander Davis Plat for the mall site was approved. The plat map includes an Outlot 8 which is the property that will be dedicated to right of way (R/W) for the proposed streets. Initially when discussion of this plat and property division was taking place it was the intent that WOZ would deed this property (Outlot 8) to the city and the city would dedicate the property (Outlot 8) as R/W prior to the plat being approved. The other discussion about the city owning the property prior to R/W dedication would be if the R/W was vacated in the future the land would revert to the city versus the adjacent land owners. The challenges with creating Outlot 8 with the plat versus dedicating R/W with the plat created land locked parcels, meaning there was property that did not have street access. Further conversations with the state determined the plat map should dedicate Outlot 8 to R/W when it is recorded. As you will see on the plat map now there was an added Certificate of Dedication and there are notes in the Outlot 8 stating it will be dedicated to the public. With these additions Outlot 8 will be dedicated as R/W once the plat is recorded, which will eliminate the issue of creating landlocked parcels.

Here is the clarification that is needed:
I had stated at both Plan Commission and CISM that the property would be deeded to the City and

then the City would create the R/W, this is no longer the case. The approval of the plat will create and dedicate Outlot 8 as public R/W.

I wanted to make sure all of you were aware of this clarification before this plat goes to the council for final approval. Staff recommends approval of the final plat to dedicate the R/W for the public spaces. Any questions please let me know and I will also be at the Sep 13 council meeting to answer any questions.

Eric Lindman, P.E.
Director of Public Works & Utilities
City of Wausau
407 Grant St.
Wausau, WI 54403-4783
P: 715-261-6745
C: 715-292-2606

MUNICIPAL PLAT OF

ALEXANDER DAVIS PLAT

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 17778, RECORDED IN VOLUME 86, ON PAGE 23, AS DOCUMENT NUMBER 1740752 AND PART OF CERTIFIED SURVEY MAP NUMBER 2264, RECORDED IN VOLUME 9, ON PAGE 48, AS DOCUMENT NUMBER 756295, BOTH FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; ALSO KNOWN AS BLOCKS 9, 10, 11 ,12, 19, 20, 23, AND 24 OF THE ORIGINAL PLAT OF THE CITY OF WAUSAU, VACATED JACKSON STREET, VACATED WASHINGTON STREET, VACATED SECOND STREET AND VACATED FOURTH STREET; ALL LOCATED IN GOVERNMENT LOT 5 OF SECTION 35 AND GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

GENERAL NOTES:

1. BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM, NAD83 (2011) DATUM, AND ARE REFERENCED TO THE WEST LINE OF THE NORTHWEST 1/4, SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, MEASURED TO BEAR SOUTH 02°11'33" EAST.
2. SUBJECT PROPERTY IS LOCATED IN THE PUD (PUBLIC UNIT DEVELOPMENT) ZONING WHICH THERE ARE NO SETBACKS.
3. FIELDWORK WAS COMPLETED ON 06/20/2022.
4. LANDS LOCATED WEST OF NORTH 2ND STREET WILL BE SUBJECT TO THE WAUSAU OPPORTUNITY ZONE CONDOMINIUM PENDING APPROVAL.

SURVEYOR'S CERTIFICATE

I, JOSHUA W. PRENTICE, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2852, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF: THAT I HAVE SURVEYED, MAPPED AND DIVIDED A PARCEL OF LAND BEING PART OF CERTIFIED SURVEY MAP NUMBER 2264, RECORDED IN VOLUME 9, ON PAGE 48, AS DOCUMENT NUMBER 756295 AND BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 17778, RECORDED IN VOLUME 86, ON PAGE 23, AS DOCUMENT NUMBER 1740752, ALSO KNOWN AS BLOCKS 9, 10, 11 ,12, 19, 20, 23, AND 24 OF THE ORIGINAL PLAT OF THE CITY OF WAUSAU AND VACATED JACKSON STREET, SECOND STREET AND FOURTH STREET; ALL FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE, LOCATED IN GOVERNMENT LOT 5 OF SECTION 36 AND GOVERNMENT LOT 1 OF SECTION 35 ALL IN TOWNSHIP 29 NORTH, RANGE 7 EAST, ALL IN THE CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN , MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE SOUTH 02°11'33" EAST, COINCIDENT WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 36, 78.84 FEET TO A POINT BEING THE WESTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF WASHINGTON STREET; THENCE SOUTH 85°13'40" EAST, COINCIDENT WITH SAID WESTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF WASHINGTON STREET, 56.10 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF WASHINGTON STREET WITH THE EAST RIGHT-OF-WAY LINE NORTH 1 ST STREET, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 85°13'40" EAST, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE, 164.42 FEET; THENCE NORTH 74°37'04" EAST, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE, 43.54 FEET; THENCE SOUTH 85°13'40" EAST, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE, 41.50 FEET; THENCE NORTH 64°46'32" EAST, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE, 16.00 FEET; THENCE SOUTH 85°13'40" EAST, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE, 561.21 FEET; THENCE SOUTH 24°28'02" EAST., COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE, 24.07 FEET; THENCE SOUTH 85°13'40" EAST., COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE, 317.34 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF WASHINGTON STREET WITH THE WEST RIGHT-OF-WAY LINE OF NORTH 5TH STREET; THENCE SOUTH 04°48'48" WEST, COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE, 566.48 FEET TO THE INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE OF NORTH 5TH STREET WITH THE NORTH RIGHT-OF-WAY LINE OF FOREST STREET; THENCE NORTH 85°13'32" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, 411.81 FEET; THENCE NORTH 04°45'07" EAST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, 2.11 FEET; THENCE NORTH 85°05'03" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, 402.37 FEET; THENCE SOUTH 04°46'28" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, 0.60 FEET; THENCE NORTH 85°13'32" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, 301.17 FEET; THENCE NORTH 40°13'32" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, 1.90 FEET; THENCE NORTH 85°05'03" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, 35.19 FEET TO THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE OF FOREST STREET AND SAID EAST RIGHT-OF-WAY LINE OF NORTH 1ST STREET; THENCE NORTH 04°54'26" EAST., COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, 560.50 FEET TO SAID INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF WASHINGTON STREET WITH THE EAST RIGHT-OF-WAY LINE NORTH 1ST STREET, AND BEING THE POINT OF BEGINNING.

THAT THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 662,863 SQUARE FEET, 15.217 ACRES, MORE OR LESS.

THAT I HAVE MADE THIS SURVEY, DIVISION AND MAP THEREOF AT THE DIRECTION OF THE WAUSAU OPPORTUNITY ZONE INC., AGENT OF SAID PARCEL.

THAT SAID PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHT-OF-WAYS OF RECORD.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES, WISCONSIN ADMINISTRATIVE CODE A-E7 AND THE SUBDIVISION REGULATIONS OF THE CITY OF WAUSAU AND THE WISCONSIN DEPARTMENT OF ADMINISTRATION.

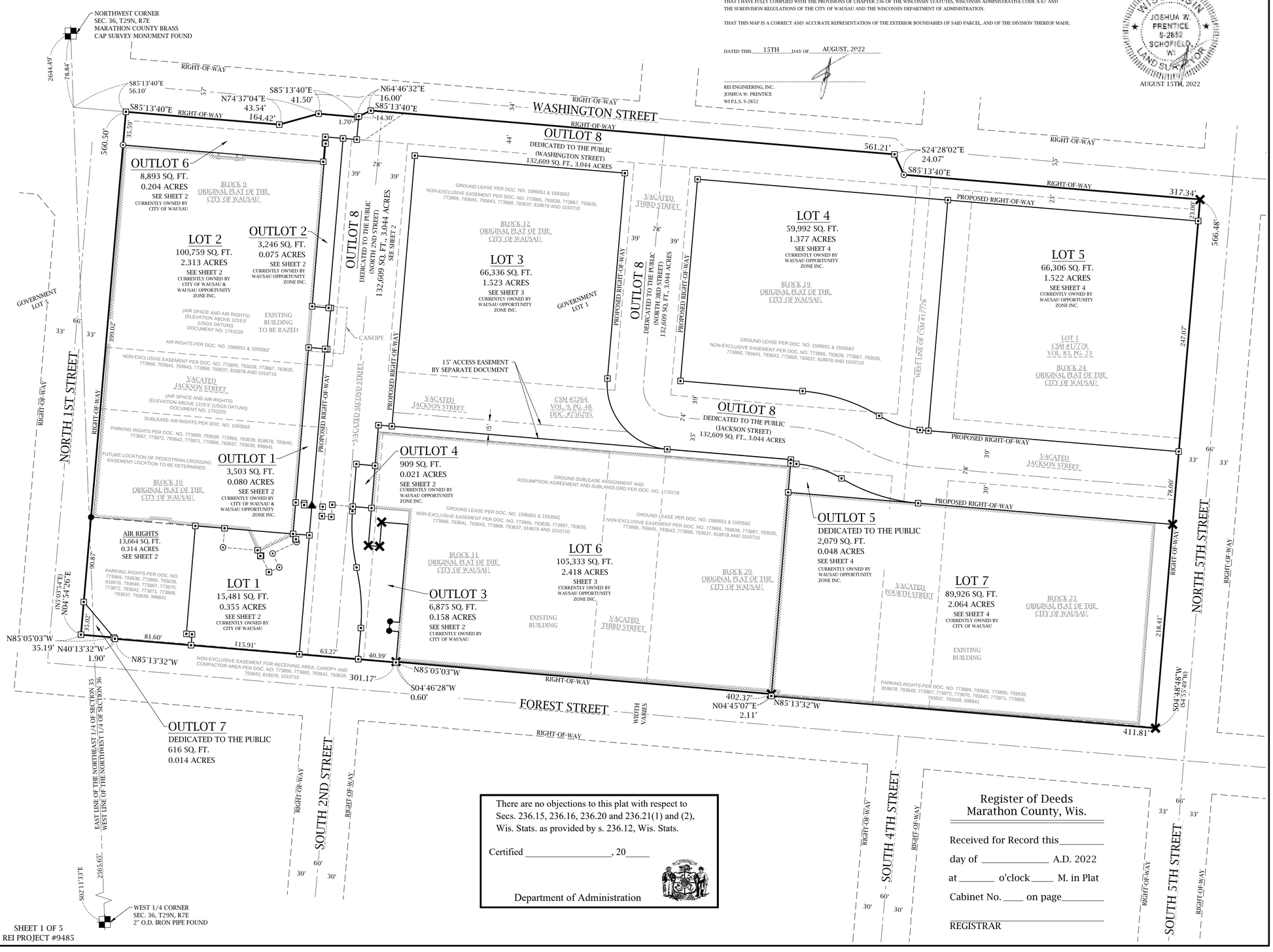
THAT THIS MAP IS A CORRECT AND ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF SAID PARCEL, AND OF THE DIVISION THEREOF MADE.

DATED THIS 15TH DAY OF AUGUST, 2022

REI ENGINEERING, INC.
JOSHUA W. PRENTICE
WI P.L.S. S-2852

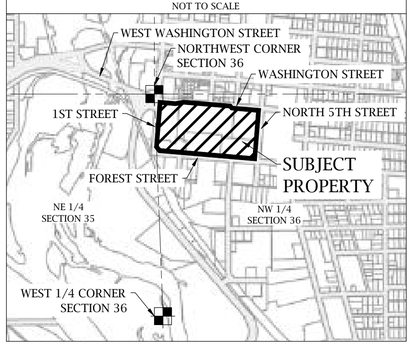
WISCONSIN JOSHUA W. PRENTICE S-2852 SCHOFIELD, WI LAND SURVEYOR

AUGUST 15TH, 2022



LEGEND	
▲	PK NAIL FOUND
⊙	DRILL HOLE FOUND
✕	CHISELED "X" FOUND
●	1-1/4 IN. O.D. IRON PIPE FOUND
⊡	SET DRILL HOLE
(126.00')	RECORDED BEARING/LENGTH
126.00'	MEASURED BEARING/LENGTH

VICINITY MAP
NOT TO SCALE



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

Register of Deeds
Marathon County, Wis.

Received for Record this_____
day of _____ A.D. 2022
at _____ o'clock____ M. in Plat
Cabinet No. ____ on page_____

REGISTRAR

DATE	REVISION	BY	CHK'D

REI Engineering, INC.
4380 N. 35TH AVENUE
WAUSAU, WISCONSIN 54401
PHONE: 715.675.9761 FAX: 715.675.6060
EMAIL: MAIL@REIENGINEERING.COM

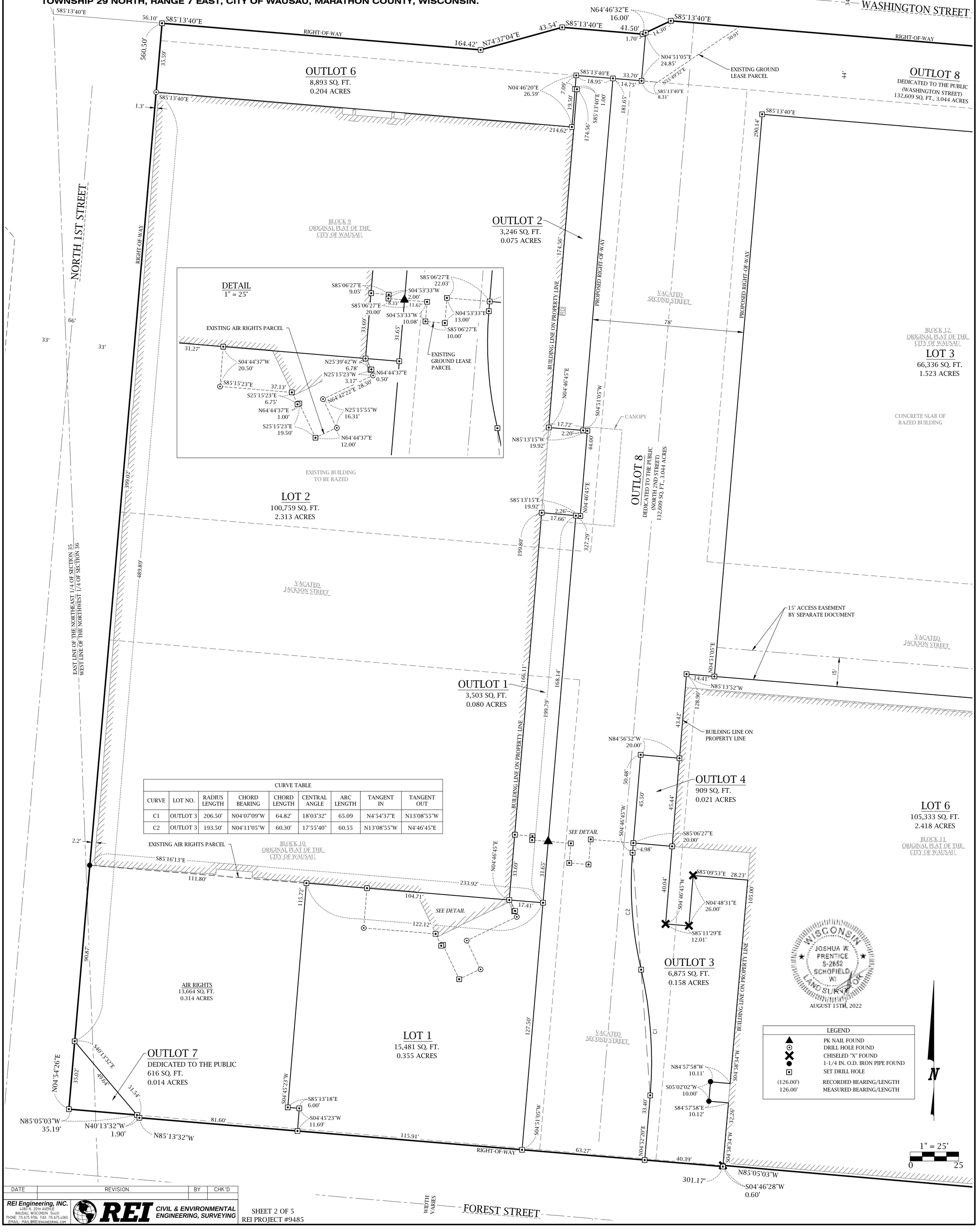
REI CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING

SHEET 1 OF 5
REI PROJECT #9485

MUNICIPAL PLAT OF

ALEXANDER DAVIS PLAT

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 17778, RECORDED IN VOLUME 86, ON PAGE 23, AS DOCUMENT NUMBER 1740752 AND PART OF CERTIFIED SURVEY MAP NUMBER 2264, RECORDED IN VOLUME 9, ON PAGE 48, AS DOCUMENT NUMBER 756295, BOTH FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; ALSO KNOWN AS BLOCKS 9, 10, 11 ,12, 19, 20, 23, AND 24 OF THE ORIGINAL PLAT OF THE CITY OF WAUSAU, VACATED JACKSON STREET, VACATED WASHINGTON STREET, VACATED SECOND STREET AND VACATED FOURTH STREET; ALL LOCATED IN GOVERNMENT LOT 5 OF SECTION 35 AND GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.



CURVE TABLE								
CURVE	LOT NO.	RADIUS LENGTH	CHORD BEARING	CHORD LENGTH	CENTRAL ANGLE	ARC LENGTH	TANGENT IN	TANGENT OUT
C1	OUTLOT 3	206.50'	N04°07'09"W	64.82'	18°03'32"	65.09	N4°54'37"E	N13°08'55"W
C2	OUTLOT 3	193.50'	N04°11'05"W	60.30'	17°55'40"	60.55	N13°08'55"W	N4°46'45"E

DATE	REVISION	BY	CHK'D

REI Engineering, INC.
4080 N. 20TH AVENUE
WAUSAU, WISCONSIN 54401
PHONE: 715.675.9784 FAX: 715.675.4060
EMAIL: MAIL@REIENGINEERING.COM
REI CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING

SHEET 2 OF 5
REI PROJECT #9485

MUNICIPAL PLAT OF

ALEXANDER DAVIS PLAT

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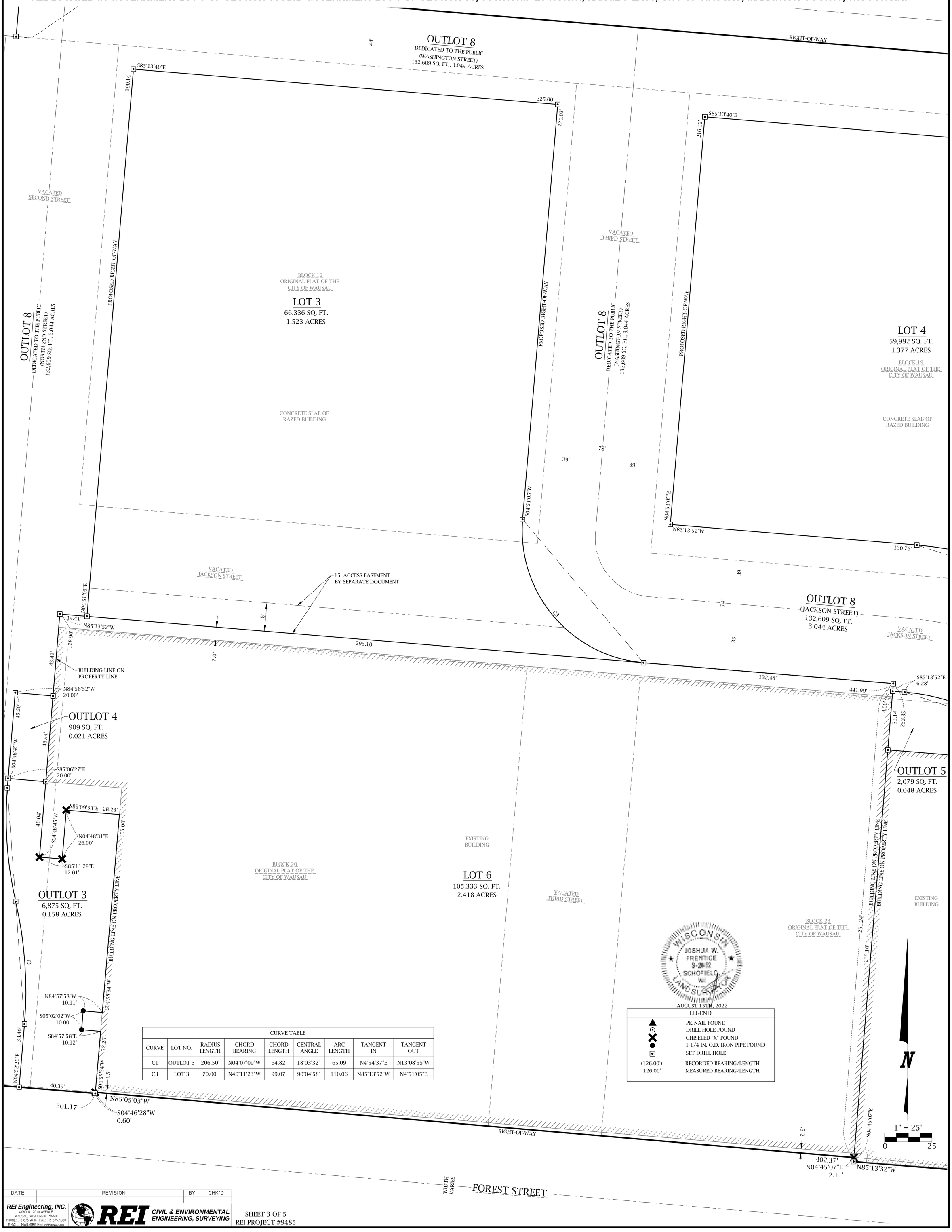

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C3	LOT 3	70.00'	N40°11'23"W	99.07'	90°04'58"	110.06	N85°13'52"W	N4°51'05"E

WISCONSIN JOSHUA W. PRENTICE S-2852 SCHOFIELD, WI LAND SURVEYOR

AUGUST 15TH, 2022

LEGEND	
▲	PK NAIL FOUND
⊙	DRILL HOLE FOUND
✕	CHISELED "X" FOUND
●	1-1/4 IN. O.D. IRON PIPE FOUND
⊡	SET DRILL HOLE
(126.00')	RECORDED BEARING/LENGTH
126.00'	MEASURED BEARING/LENGTH

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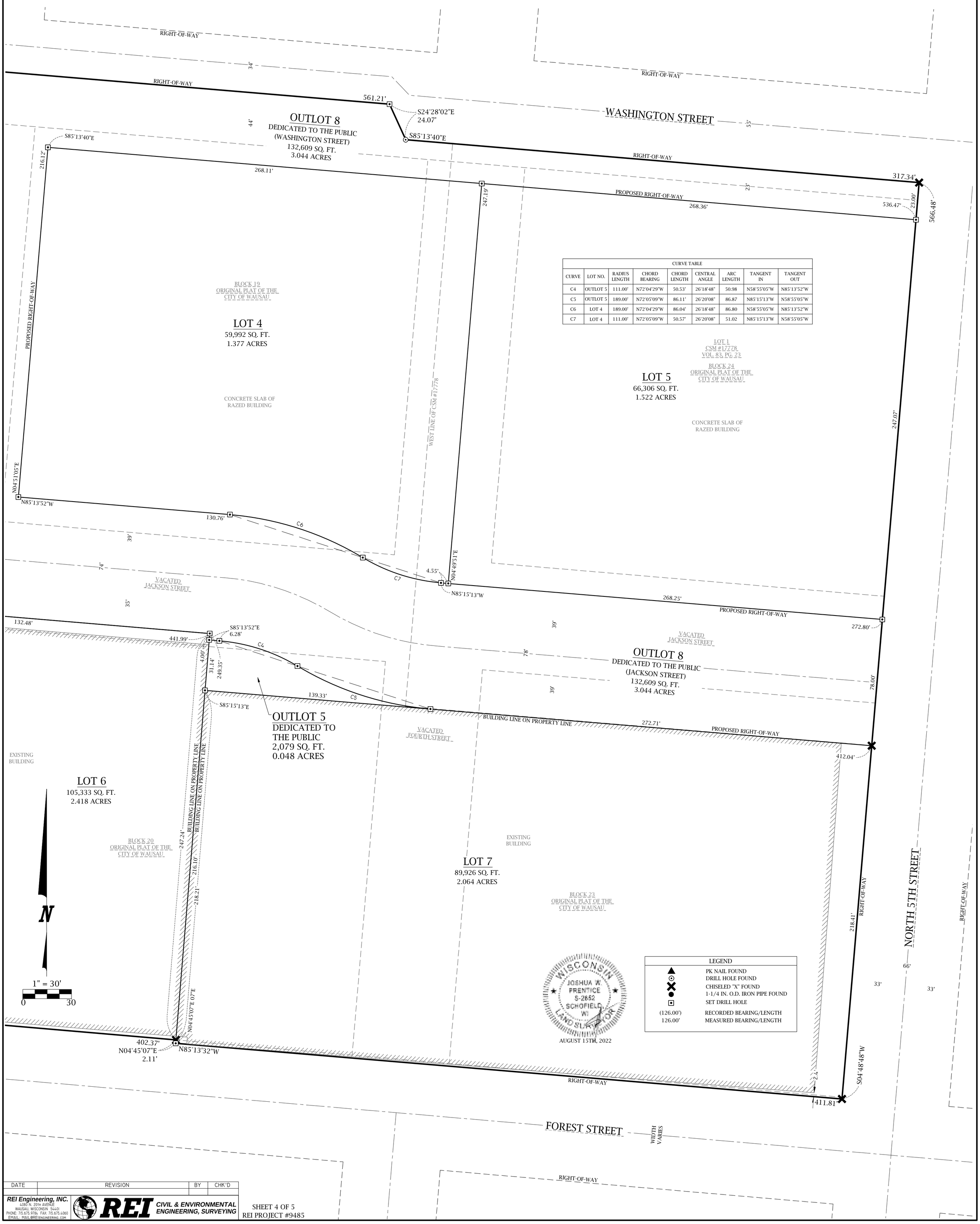

CURVE TABLE

CURVE	LOT NO.	RADIUS LENGTH	CHORD BEARING	CHORD LENGTH	CENTRAL ANGLE	ARC LENGTH	TANGENT IN	TANGENT OUT
C4	OUTLOT 5	111.00'	N72°04'29"W	50.53'	26°18'48"	50.98	N58°55'05"W	N85°13'52"W
C5	OUTLOT 5	189.00'	N72°05'09"W	86.11'	26°20'08"	86.87	N85°15'13"W	N58°55'05"W
C6	LOT 4	189.00'	N72°04'29"W	86.04'	26°18'48"	86.80	N58°55'05"W	N85°13'52"W
C7	LOT 4	111.00'	N72°05'09"W	50.57'	26°20'08"	51.02	N85°15'13"W	N58°55'05"W

DATE	REVISION	BY	CHK'D

REI Engineering, INC.
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WAUSAU, WISCONSIN 54401
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WISCONSIN
JOSHUA W. PRENTICE
S-2652
SCHOFIELD, WI
LAND SURVEYOR

AUGUST 15TH, 2022

LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE OF DEDICATION

WAUSAU OPPORTUNITY ZONE, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANY CAUSED THE LAND DESCRIBED ON THE ALEXANDER DAVIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED, AS REPRESENTED ON THIS ALEXANDER DAVIS PLAT.

WAUSAU OPPORTUNITY ZONE, LLC, DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY s.236.10 OR s.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF WAUSAU AND THE STATE OF WISCONSIN DEPT. OF ADMINISTRATION.

IN WITNESS WHEREOF, THE SAID WAUSAU OPPORTUNITY ZONE, LLC, HAS CAUSED THESE PRESENTS

TO BE SIGNED BY _____, MEMBER AT_____, WISCONSIN,

THIS _____ DAY OF _____, 2022

IN THE PRESENCE OF: WAUSAU OPPORTUNITY ZONE, LLC

_____

_____, MEMBER

STATE OF WISCONSIN)
) SS
_____ COUNTY)

PERSONALLY CAME BEFORE ME THIS_____DAY OF_____, 2022 THE ABOVE NAMED

_____, MEMBER OF THE ABOVE NAMED WAUSAU OPPORTUNITY ZONE, LLC AND TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE OF DEDICATION AND TO ME KNOWN TO BE SUCH MEMBER OF SAID COMPANY, AND ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE OF DEDICATION AS SUCH MEMBER AS THE DEED OF SAID COMPANY, BY ITS AUTHORITY.

_____
NOTARY PUBLIC STATE OF WISCONSIN

MY COMMISSION EXPIRES_____

OWNER'S CERTIFICATE OF DEDICATION

CITY OF WAUSAU, AS OWNER, DOES HEREBY CERTIFY THAT THEY CAUSED THE LAND DESCRIBED ON THE ALEXANDER DAVIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED, AS REPRESENTED ON THIS ALEXANDER DAVIS PLAT.

CITY OF WAUSAU DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S. 236.10 OR S. 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF WAUSAU AND THE WISCONSIN DEPARTMENT OF ADMINISTRATION.

IN WITNESS WHEREOF, CITY OF WAUSAU, HAS CAUSED THESE PRESENTS

TO BE SIGNED BY (PRINT NAME)_____, (TITLE)_____

AND COUNTERSIGNED BY (PRINT NAME)_____, (TITLE)_____ ,

AT _____, WISCONSIN, THIS_____, DAY OF _____, 2022.

IN THE PRESENCE OF: CITY OF WAUSAU

(SIGNATURE)_____

(PRINT NAME)_____

SIGNATURE)_____

(PRINT NAME)_____

STATE OF WISCONSIN)
SS
_____COUNTY)

PERSONALLY CAME BEFORE ME THIS_____DAY OF_____, 2022,

THE ABOVE NAMED (PRINT NAME)_____, (TITLE)_____

AND (PRINT NAME)_____, (TITLE)_____,

OF THE ABOVE NAMED TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH OFFICERS OF SAID CITY OF WAUSAU, AND ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CITY OF WAUSAU, BY ITS AUTHORITY.

_____
NOTARY PUBLIC STATE OF WISCONSIN

MY COMMISSION EXPIRES_____

LESSEE'S CERTIFICATE

HOM FURNITURE, INC., A CORPORATION FORMED UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF MINNESOTA, HAVING AN INTEREST IN THESE LANDS, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS ALEXANDER DAVIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THIS ALEXANDER DAVIS PLAT.

IN WITNESS WHEREOF, THE SAID HOM FURNITURE, INC. HAS CAUSED THESE PRESENTS TO BE SIGNED BY

_____ , AT _____, _____, AND ITS CORPORATE SEAL

HEREUNTO AFFIXED ON THIS_____, DAY OF _____, 2___. IN THE PRESENCE OF: HOM FURNITURE, INC.

_____, _____TITLE

STATE OF _____)
SS
_____ COUNTY)

PERSONALLY CAME BEFORE ME THIS_____DAY OF_____, 2022, THE

ABOVE NAMED _____,

OF THE ABOVE NAMED CORPORATION TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH OFFICER OF SAID CORPORATION, AND ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

_____ _____NOTARY PUBLIC
STATE OF WISCONSIN

MY COMMISSION EXPIRES_____

CERTIFICATE OF THE CITY OF WAUSAU TREASURER

STATE OF WISCONSIN)
SS
MARATHON COUNTY)

I, MARYANNE GROAT, BEING THE DULY APPOINTED, QUALIFIED AND ACTING TREASURER OF THE CITY OF WAUSAU, WISCONSIN, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF

_____, 2022 AFFECTING THE LANDS INCLUDED IN THE ALEXANDER DAVIS PLAT.

DATED THIS_____DAY OF_____, 2022

_____
MARYANNE GROAT, TREASURER

CITY OF WAUSAU COMMON COUNCIL APPROVAL CERTIFICATE:

RESOLVED, THAT THE ALEXANDER DAVIS PLAT, IN THE CITY OF WAUSAU, WAUSAU OPPORTUNITY ZONE, LLC, AND CITY OF WAUSAU, OWNERS, IS HEREBY APPROVED BY THE CITY OF WAUSAU COMMON COUNCIL.

DATE _____APPROVED_____
MAYOR

DATE _____ SIGNED_____
MAYOR

I HEREBY CERTIFY THAT THE AFOREMENTIONED ALEXANDER DAVIS PLAT HAS BEEN APPROVED BY THE CITY OF WAUSAU COMMON COUNCIL.

_____
CITY OF WAUSAU CLERK

MARATHON COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN)
)SS
MARATHON COUNTY)

I, CONNIE BEYERSDORFF, COUNTY TREASURER, BEING THE DULY ELECTED, QUALIFIED, AND ACTING TREASURER OF THE COUNTY OF MARATHON, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF

_____, 2022, AFFECTING THE LANDS INCLUDED IN THE ALEXANDER DAVIS PLAT.

DATED THIS_____DAY OF_____, 2022

_____
CONNIE BEYERSDORFF, TREASURER, MARATHON COUNTY

DATE	REVISION	BY	CHK'D

REI Engineering, INC.
4080 N. 20TH AVENUE
WAUSAU, WISCONSIN 54401
PHONE: 715.675.9784, FAX: 715.675.1060
EMAIL: MAIL@REIENGINEERING.COM
REI CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE			
Approving Third Amendment to Development Agreement between City of Wausau and Riverlife Condos, LLC (Mitch Viegut)			
Committee Action:	Approved 5-0		
Fiscal Impact:			
File Number:	15-0708	**Date Introduced:**	September 13, 2022

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

RESOLUTION

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

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

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

WHEREAS, your Common Council approved the First Amendment to Development Agreement on January 11, 2022, revising the closing, commencement and completion deadlines; and

WHEREAS, your Common Council approved the Second Amendment to Development Agreement on May 10, 2022, again revising the closing, commencement and completion deadlines; and

WHEREAS, the City and Developer desire to amend the Agreement to revise the Closing Date to November 1, 2022, the Commencement Date to April 1, 2023 and the Completion Date to May 1,

2024; and

WHEREAS, the attached Third Amendment to the Phase II Agreement, amending the Closing, Commencement and Completion Dates, was recommended for approval by your Economic Development Committee meeting, at its August 23, 2022, meeting.

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

Approved:

_____

Katie Rosenberg, Mayor

MINUTES

Economic Development Committee Meeting

Date | time Tuesday, August 23, 2022, at 6:30 P.M. | *Meeting called to order by* Watson at 6:30 P.M.

In Attendance

Members Present: Sarah Watson, Lisa Rasmussen, Chad Henke, Tom Kilian, Carol Lukens

Others Present: Liz Brodek, Randy Fifrick, Atty. Anne Jacobson, MaryAnne Groat, Alder Doug Diny, Alder Michael Martens, Alder Lou Larson, Shannon Graff, Mayor Rosenberg, Rick Rubow, Mitch Viegut, Tom Radenz

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner.

Agenda Item 6 – **RECONVENE** in Open Session to take action on Third Amendment to Riverlife Condos Development Agreement.

Rasmussen made a motion to approve the Third Amendment to Riverlife with the caveat that it's clear to the developer that this is the last amendment to be approved and progress needs to be made.

Motion Seconded by Lukens.

Approved unanimously 5-0.

To: Economic Development Committee

From: Liz Brodek, Development Director

Date: August 23, 2022

Re: Riverlife Condo Development Agreement and Project Scope

The Riverlife Condo development is on today's agenda for this Committee to discuss and possibly approve the Third Amendment to the Riverlife Condo Development Agreement. The Riverlife Condo Development Agreement was originally signed on or about October 30, 2020.

The Third Amendment to the Agreement amends the Closing, Commencement, and Completion Deadlines. The timeline of these dates is below:

- Original Development Agreement
  - Closing Deadline: "30 days prior to Project Commencement Deadline" = May 1, 2021
  - Commencement: May 31, 2021
  - Completion: June 30, 2022
- First Amendment
  - Closing Deadline: "no less than 10 days prior to Project Commencement Deadline" = April 5, 2022
  - Commencement: April 15, 2022
  - Completion: July 15, 2023
- Second Amendment
  - Closing: August 5, 2022
  - Commencement: August 15, 2022
  - Completion: November 13, 2023
- Third Amendment
  - Closing: November 1, 2022
  - Commencement: April 1, 2023
  - Completion: May 1, 2024

The East Riverfront Declarations will also need to be amended at the time of the Riverlife Condo closing to adjust lot lines in the area. City Staff has also requested to move the start of the assessments from January 1, 2023, to January 1, 2024, as construction will not begin on the condos until next year. The amendment to the Declarations will be brought to this Committee and Council closer to the Closing Date.

In conversation with the Developer, Staff has learned that the project will be updated. This is our first opportunity to inform this Committee and Council of the proposed revisions. No official proposal has been submitted as of this writing, but communication from the Developer indicates that the plan is similar to the approved plan, but one row of condos will be eliminated with the total count now coming to 26 units. (A draft rending provided by the Developer for this memo is included in this packet.) The original plan, not commemorated in the Development Agreement (therefore not requiring amendment), contemplated 32 condo units. (SIP Plan and Staff Memo are included in this packet for reference.) The deletion of the row of condos does add to the available open green space in the area, and approximately a half-floor of additional development is contemplated for the south side of the building, making that section four stories. The additional floor on that portion of the building will include two condos, a workout room, and larger common community area. There are no changes to parking.

The Developer states that the changes maintain the $5 million construction cost and $14 million Minimum Combined Appraised Value required by the original Development Agreement. There is no change in the Tax Increment Grant request amount. The Developer notes that the cost has not changed in part because of "price increases and instability in the construction markets, which in turn cause [sic] instability in the banking area." Developer also notes that window procurements have been especially difficult due to supply chain issues, but the requested extension should accommodate those delays.

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

This THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (this “Third Amendment”) is entered into as of the 5th day of August, 2022 (the "Effective Date") by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”), and RIVERLIFE CONDOS, LLC, a Wisconsin limited liability company (“Developer”).

RECITALS

A. The City and Developer entered into a certain DEVELOPMENT AGREEMENT (Riverlife – Phase II) dated as of October 30, 2020, (“Original Agreement”) as amended by that certain FIRST AMENDMENT TO DEVELOPMENT AGREEMENT, dated January 12, 2022 (the "First Amendment") and further amended by that certain SECOND AMENDMENT TO DEVELOPMENT AGREEMENT, dated April 5, 2022 (the "Second Amendment") for the development of certain property as described in more particularity therein (the “Project”). The Original Agreement as amended by the First Amendment and the Second Amendment is referred to herein, collectively, as the “Development Agreement”. Any capitalized term used herein but not defined shall have the meaning assigned to that term in the Development Agreement.

B. Pursuant to the Development Agreement, the Closing Deadline for the transfer of the Property from the City to Developer is currently August 5, 2022.

C. The City and Developer desire to amend the Development Agreement and proceed with a revised Project, as described herein.

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

1. Amendments to Deadlines and Other Dates.

a. Section 1.h of the Development Agreement is hereby amended such that the Closing Deadline shall be November 1, 2022.

b. Section 1.z. of the Development Agreement is hereby amended such that the Project Commencement Deadline shall be April 1, 2023.

c. Section 1.aa. of the Development Agreement is hereby amended such that the Project Completion Deadline shall be May 1, 2024.

d. With respect to the agreed-upon form of the Riverfront Declaration Amendment attached as Exhibit A to the Second Amendment, the effective date in the first paragraph is hereby changed from "January 1, 2022" to the Closing Date. Additionally, Developer consents to the Riverlife Declaration Amendment containing a provision which delays the commencement of assessments under the Riverfront Declaration to January 1, 2023, subject to approval by the City Council.

e. With respect to the agreed-upon form of Temporary Construction Easement attached as Exhibit B-1 to the Second Amendment, in the third paragraph (regarding easement termination) the text "July 15, 2023" is changed to “December 15, 2023".

2. **Tax Increment Grant.** With respect to Section 3.b. of the Development Agreement, Developer understands that the first installment of the Tax Increment Grant will likely be derived from payments on a tax bill which was based on a property assessment completed prior to the completion of the Project, and, as such, the Tax Increment Grant payment from this "partial assessment" will likely be lower than later payments based on assessments completed after Project completion.

3. **Conditions Precedent.** The effectiveness of this Third Amendment is conditioned upon the satisfaction of each and every one of the following conditions:

    a. The City, through its City Council, shall have approved or authorized this Third Amendment and the transactions contemplated herein, and all the conditions to such approval shall have been satisfied.

    b. Except for defaults that will no longer exist when this Third Amendment takes effect, no uncured default of Developer, or event which with the giving of notice or lapse of time or both would be a default of Developer, shall exist under the Development Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.

4. **Reaffirmation of Development Agreement**. The Development Agreement, as modified by this Third Amendment, remains in full force and effect, and all terms of the Development Agreement, as modified hereby, are hereby ratified and reaffirmed. The provisions of the Development Agreement not affected by this Third Amendment remain in full force and effect.

5. **Representations and Warranties of Developer**. Developer hereby represents and warrants to the City that:

    a. After giving effect to this Third Amendment, all of the representations and warranties made by Developer in the Development Agreement are true and accurate in all material respects on the Effective Date, and no event of default under the Development Agreement has occurred and is continuing as of the Effective Date.

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

6. **Miscellaneous.** If any provision of this Third Amendment or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions of this Third Amendment shall remain in full force and effect and this Third Amendment shall be interpreted as if such illegal, invalid or unenforceable provision did not exist. This Third Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that

faxed and electronically scanned signatures shall be binding on all parties. This Third Amendment shall be governed in all respects by the laws of the State of Wisconsin.

[SIGNATURE PAGE FOLLOWS]

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

DEVELOPER:

RIVERLIFE CONDOS, LLC

By: _____

Name: Mitch Viegut

Title: Managing Member

CITY:

CITY OF WAUSAU

By: _____

Name: Katie Rosenberg

Title: Mayor

Attest: _____

Name: Kaitlyn Bernarde

Title: Clerk

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Infill New Construction

Committee Action: Approved 4-0

Fiscal Impact: $600,000

File Number:	21-1109A	**Date Introduced:**	September 13, 2022

FISCAL IMPACT SUMMARY				
COSTS	*Budget Neutral*	Yes☒ No☐		
	Included in Budget:	Yes☐ No☒	*Budget Source: ARPA funding*	
	One-time Costs:	Yes☒ No☐	*Amount: $600,000*	
	Recurring Costs:	Yes☐ No☒	*Amount:*	
SOURCE	*Fee Financed:*	Yes☐ No☒	*Amount:*	
	Grant Financed:	Yes☒ No☐	*Amount: $600,000*	
	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 of Wausau will be receiving approximately $15 million in American Rescue Plan Act (ARPA) Funds in two payments, and

WHEREAS, the US Treasury has issued Final Rules regarding reporting and eligible uses; and

WHEREAS, the Rules specify that funds must be used for costs incurred on or after March 3, 2021 and obligated by December 31, 2024, and expended by December 31, 2026; and

WHEREAS, in 2021 the City heard testimony and conducted a listening session on potential uses for the funds; and

WHEREAS, the Common Council appropriated $5,808,226 to date for the projects and activities noted on Exhibit A

WHEREAS, your Finance Committee has developed a rolling application process and rating matrix to consider project and funding requests; and

WHEREAS, your Finance Committee has completed its ranking and recommends the investing in affordable housing through the creation of additional affordable housing units on infill lots.

WHEREAS, the project is eligible for ARPA funding under the category of Public Health Negative Economic Impact – Assistance to Low or Moderate Income Households

WHEREAS, your Finance Committee recommends the following budget modification to adopt a multi-year budget to reflect this ARPA spending plan;

Increase	Expense	158-158992153	Construction Services	$	600,000
Increase	Revenue	158-158782390	Federal Grants	$	600,000

NOWTHERE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2022 Budget as outlined above.

BE IT FURTHER RESOLVED, that the proper City officials are directed to encumber funds and complete the projects and purchases in accordance with the American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund

Approved:

_____

Katie Rosenberg, Mayor

EXHIBIT A

ARPA FUNDING

	1. Public Health	2. Negative Economic Impacts	3. Services to Disportionately Impacted Communities	5. Infrastructure	6. Revenue Replacement: Government Services	Total
Landmark Project		$ 350,000				$ 350,000
2022 Budget:						
Public Access Server for Closed Caption			49,224			49,224
Internet Firewall Replacement					33,800	33,800
Core Switch Replacement					50,000	50,000
Financial ERP Software Replacement					850,000	850,000
2022 Resolutions						
Temporary Water Supplies					230,000	230,000
PFAS Pilot Study				240,375		240,375
LED Street Lighting Conversion					881,971	881,971
Skate Park		225,000				225,000
EEC Negative Economic Impact		84,100				84,100
CCITC - Fiber Connection Project					140,000	140,000
Community Outreach Specialist Position		140,000				140,000
FireFighter Positions		771,000				771,000
Wastewater Treatment Screening Improvement Project				800,000		800,000
Abel Stormwater Liftstation				800,000		800,000
Community Partners Campus Facility Project			162,756			162,756
Obligated	$ -	$ 1,570,100	$ 211,980	$ 1,840,375	$ 2,185,771	$ 5,808,226

FINANCE COMMITTEE
Date and Time: Tuesday July 26, 2022 @ 5:30 pm., Council Chambers
Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Doug Diny
Members Excused: Carol Lukens
Others Present: Maryanne Groat, Emily Ley, Randy Fifrick, Ben Bliven, Eric Lindman, Katie Rosenberg, Tammy Stratz, Solomon King, Gary Gisselman

Discussion and possible action regarding ARPA funding requests
Lisa Rasmussen stated this month's requests come from Community Development for an In-fill New Construction Housing Program for $600,000, and Additional Rental Units for $500,000.

Tammy Stratz, Community Development, stated the Affordable Housing Task Force developed a plan of what is needed for the City of Wausau, as well as the Northcentral Planning Commission. She noted we used to work with the Technical College to build a house every year with free labor and assistance of federal funds for materials. They were placed on in-fill lots throughout the city that were acquired due to fires, etc., however, the Technical College no longer offers that program. She stated we have several city lots that are available on which we'd like to place single family houses to create some affordable housing and get the property back on the tax roll. The units would be sold to income qualifying households. She indicated we have an opportunity to work with Community Development Authority which could increase their public housing units by 18. The ARPA fund request is to go out to solicit for an RFP for architectural services. She pointed out there are also other federal funds to partner with and the ARPA funds would be more of a gap financer. She anticipated being able to construct 4 – 5 houses with a selling price of approximately $145,000 - $150,000, depending on construction costs.

Stratz explained the Additional Rental Units Project came about with the Affordable Housing Task Force and work with North Central Community Action (NcCAP) to do something similar to what is being done in Wisconsin Rapids. NcCAP would own and operate a 6-unit apartment complex and work with families and individuals that are near-homeless. It is an opportunity to get them lower income rental housing.

Stratz stated in partnership with North Central Regional Planning and with all metro area communities a study is being put together. There will be an Open House public comment listening session on August 17th at 5:00 pm., at City Hall.

Doug Diny was concerned with the ability for someone to flip a home for profit. Stratz suggested they could do something such as filing a third mortgage for the gap, and if it is sold, they'd have to pay back the full amount.

Sarah Watson requested the committee re-visit the Home Buyer Education Counseling & Closing Assistance. Stratz explained the program was put together because they are seeing people jumping into buying houses and not understanding what they are getting themselves into. The ARPA request for $500 for the closing costs was an incentive because people don't typically do education without an incentive. Diny felt this request should be forwarded back to Council for approval. Rasmussen noted there is $10 million in ARPA funds left to spend and this request is a small amount. Consensus was to put it back in the ranking for the August Finance meeting.

Gary Gisselman addressed to Finance Committee regarding the need for a bridge between Barker Stewart Island and the west side of the city. It has been discussed in CISM and Bike/Ped for many years and came up again last night at the Bicycle & Pedestrian Committee. The Plan staff, as well as the Engineering staff were present and are familiar with it. He felt this would provide a safe avenue for people to not have to deal with the big bridges to get back and forth from east and west on foot or on bicycles. Rasmussen suggested the committees work on the numbers and bring it to Finance.

FINANCE COMMITTEE
Date and Time: Wednesday, August 10, 2022 @ 5:30 pm., Council Chambers
Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Carol Lukens
Members Excused: Doug Diny
Others Present: Emily Ley, Robert Barteck, Ben Bliven, Matt Barnes, Liz Brodek, Eric Lindman, Anne Jacobson, Anne Keenan, Katie Rosenberg, Tammy Stratz, Gary Gisselman

Discussion and possible action regarding ARPA funding requests and related budget modification
Lisa Rasmussen stated two projects from the last meeting that came from Community Development with regard to low-income housing were ranked. One project is for Infill New Construction that proposes to build five homes to be sold for an affordable price; the other project is Additional Affordable Rental Units. The funding request for the two projects is just over $1 million. Sarah Watson added her rankings which were favorable to the two projects. She commented affordable housing is one of the key things to spend ARPA funds on.

Rasmussen stated there was also a request to bring back and move forward the Homebuyer Education Counseling and Closing Assistance Incentive.

Carol Lukens questioned what the funding gap was for granulated carbon solution for the Water Plant. Eric Lindman stated they didn't really know yet, the project is $17 million, but they received $1.7 million in funding and there are two other pots of money as well as a forgivable loan through the Safe Drinking Water. He indicated this goal was to try to get to 50% of the cost of the project through grants, leaving approximately $8.5 million.

Michael Martens pointed out the $500 incentive for the Homebuyer Education goes toward the closing costs, not in the prospective homeowner's pocket. It would go directly to the bank or mortgage company that is servicing the loan. He felt the training was important so people understand what loan programs they are eligible for and/or can afford.

Rasmussen stated there was some miscommunication out there, when a statement was made by an alderperson that the city was almost out of ARPA funding and only had $4 million left. Rasmussen clarified the city still has $10 million in ARPA funds available. She felt it was important to point this out because it may have swayed some to feel they had to pull back because of running out of funding.

Motion by Watson, second by Lukens to approve all three projects from Community Development (Infill New Construction, Additional Affordable Rental Units, and Homebuyer Education & Counseling Incentive) for ARPA funding. Motion carried 4-0.

CITY OF WAUSAU

AMERICAN RESCUE PLAN - SLFRF APPLICATION

Public Health c Impacts of COVID 19

SPENDING ON RESPONDING TO NEGATIVE ECONOMIC IMPACT

While the pandemic impacted millions of American households and businesses it caused disporportionate impacts or more severe impacts to certain communities and populations. These severe and disporportionate households, communities, small businesses and nonprofits are presumed eligible for services that respond to the impact they experience.

Project Title	**In-Fill New Construction Program**		
Department	**Community Development**	Contact Name:	**Tammy Stratz**
Priority 1-6 (low-high)	**4**		

6=Emergency, 5=Urgent, 4=High Priority, 3 Medium Priority, 2 Low Priority, 1 No Priority

Program Administration (Check all that apply)

X	Internal Administration		Subrecipient (Identify)

Impacted Households Small Business, Nonprofit and Impacted Industries ***(Refer to the Department of Treasury Expenditure Category and enter the EC Code next to the appropriate areas)***

X	Assistance to Low or Moderate income households (EC 2.15)		Assistance to Small Business (Describe)
	Assistance in a Qualified Census Tract		Aid to Impacted Industries (Describe)
	Assistance to Nonprofits (Describe)		Other (Describe)

PROGRAM DESCRIPTION
attach additional information if needed

The City of Wausau (as most of the nation) is seeing a record high of lack of housing opportunities. With this lack, comes a high rate of demand which has caused purchase prices to rise. North Central Regional Planning has shared home sales prices they have collected for the Wausau Metro Housing Study they are completing. Home sales have jumped 18.8% in just one year in Marathon County. The median price is now up to $250,000. This makes finding housing difficult for everyone, let alone lower income households. It also makes lower income households trying to compete with higher income households for the same housing stock. Which results in lower income households pay more than they are comfortable with towards just housing. This competition coupled with increased demand means that housing is increasingly more unattainable. This goes not only for buying an existing home, but also for remodeling or building, for which affordability is further compunded with supply chain issues and lack of available contractor labor.

The City of Wausau owns several in-fill lots that we propose to build new single family homes on and then sell to income qualified households. This program was successful when the City was able to partner with Northcentral Technical College and their Residential Building Systems program. However, this cooperative home-building program ceased several years ago. This program alieviated certain costs associated with home building. The program we're proposing now provides an updated version of that cost alleviation utilizing the tools we now have.

The Community Development Department proposes to bid out for a partnership with an architect/residential designer to designs houses that will fit on these lots and match the existing neighborhood design. Then those plans will be put out to bid to home builders. This will cost more money than we will be able to sell the home for in order to make it affordable for lower-income households. Community Development has matching funds to assist with the home builds. We will be utilizing ARPA funds for the gap so these City-owned lots can return to the tax roll at a higher tax rate then they previously had. For example,, the last home that was built through the department the taxes were $2,430 when the house was purchased by the City. After the blighted property was demolished and the new house was built, the taxes rose to $4,233. Conclussion: With the eight in-fill lots the City owns, this could calculate to thousands of additional tax dollars coming in that would, in turn, allieviate current tax burdens.

PROGRAM ADMINISTRATION
Describe how the proposed program will be administered, the recipient eligibility requirements and the outreach plan

Community Development will be administering the program as they have the experience to make it successful. Staff is familiar with the bidding process and working with contractors on housing projects. Staff is also familiar with utilizing several "pots" of funding to keep the expenses straight. Once the house is built, we have utilized a realtor to get the house on the market and to manage the offers that come in. The realtor that we have worked with in the past is familiar with how we need to income-qualify a potential homeowner before we can entertain the offer. Community Development also has funding to assist with Downpayment Assistance to make the first mortgage monthly payment affordable.

OTHER AVAILABLE FUNDING SOURCES FOR THE PROGRAM (check all that apply)

	2022 Budget		Other (Describe)	HOME funds/NSP funds/CDBG funds

RESPONDING TO NEGATIVE ECONOMIC IMPACTS - FINANCIAL DETAIL

In-Fill New Construction Program

ONE TIME EXPENSE	2022	2023	2024	2025	2026	Total
Administrative Costs		15,000	20,000	20,000	15,000	70,000
Financial Assistance Grants						-
Financial Assistance Loans						
Neighborhood Investments						
Lead Remediation						-
Improvements to vacant and abandoned Properties		300,000	300,000	300,000	200,000	1,100,000
Other(Describe) Home Design	10,000					10,000
Total Costs	$ 10,000	$ 315,000	$ 320,000	$ 320,000	$ 215,000	$ 1,180,000
FUNDING SOURCES						
ARPA Funding (Constrution)		**150,000**	**150,000**	**150,000**	**150,000**	**600,000**
Donations						-
User Fees						-
Debt Issuance						-
Other Grant Income (HOME/NSP) - Construction		150,000	150,000	150,000	50,000	500,000
Other (Describe) HOME - Admin	10,000	15,000	20,000	20,000	15,000	80,000
Total Sources	$ 10,000	$ 315,000	$ 320,000	$ 320,000	$ 215,000	$ 1,180,000
Shortfall	$ -	$ -	$ -	$ -	$ -	$ -

ONGOING NEW OPERATIONAL EXP	2022	2023	2024	2025	2026	Total
Administrative Costs						-
Financial Assistance Grants						-
Financial Assistance Loans						-
Neighborhood Investments						
Lead Remediation						
Improvements to vacant and abandoned Properties						
Other (Describe)						-
Total	$ -	$ -	$ -	$ -	$ -	$ -
FUNDING SOURCES						
ARPA Funding						-
Donations						-
User Fees						-
Other Grant Income						-
Other (Describe)						-
Total	$ -	$ -	$ -	$ -	$ -	$ -
NET LEVY REQUIREMENT	$ -	$ -	$ -	$ -	$ -	$ -

DESCRIBE EVENTS OR CIRCUMSTANCES THAT WOULD PREVENT COSTS FROM BEING OBLIGATED BY DECEMBER 31, 2024 AND EXPENDED BY DECEMBER 31, 2026 attach additional information if needed

The ability to get contractors to bid the project is the biggest concern. This this proposal, we are planning on getting the design work completed by the end of 2022, with bidding out the projects in 2023 and 2024 so funds can be committed by the end of 2024. We hope the construction of the first house will begin in 2023 with possibily two houses in 2023/2024. The other 2 (or hopefully 3 with additional program income from the sale of the other houses) will happen in 2025/2026. Knowing that they need to be completed by the end of 2026.

RESPONDING TO NEGATIVE ECONOMIC IMPACTS - CALENDAR

In-Fill New Construction Program

YEAR 2022	TIME FRAME (Start/End by Month)											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Program Design (Home designs)												
Task: Program Outreach												
Task: Program Submissions												
Task: Program Disbursements												
Task:												
Task:												
Task:												
Task:												

YEAR 2023 -	TIME FRAME (Start/End Dates by Month)											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Program Design - additional house designs												
Task: Program Outreach - Construction bidding												
Task: Program Submissions												
Task: Program Disbursements - Construction												
Task:												
Task:												
Task:												
Task:												

YEAR 2024 *funds must be obligated by 12/31/2024*	TIME FRAME (Start/End Dates by Month)											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Program Design												
Task: Program Outreach (final construction bids)												
Task: Program Submissions												
Task: Program Disbursements (construction costs)												
Task:												
Task:												
Task:												
Task:												

YEAR 2025	TIME FRAME (Start/End Dates by Month)											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Program Design												
Task: Program Outreach												
Task: Program Submissions												
Task: Program Disbursements (construction costs)												
Task:												
Task:												
Task:												
Task:												

YEAR 2026	TIME FRAME (Start/End Dates by Month)											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Program Design												
Task: Program Outreach												
Task: Program Submissions												
Task: Program Disbursements (construction costs)												
Task:												
Task:												
Task:												
Task:												

ARPA FUNDING

	1. Public Health	2. Negative Economic Impacts	3. Services to Disportionately Impacted Communities	5. Infrastructure	6. Revenue Replacement: Government Services	Total	
Landmark Project		$ 350,000				$ 350,000	
2022 Budget:							
Public Access Server for Closed Caption			49,224			49,224	
Internet Firewall Replacement					33,800	33,800	
Core Switch Replacement					50,000	50,000	
Financial ERP Software Replacement					850,000	850,000	
2022 Resolutions							
Temporary Water Supplies					230,000	230,000	
PFAS Pilot Study				240,375		240,375	
LED Street Lighting Conversion					881,971	881,971	
Skate Park		225,000				225,000	
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Community Outreach Specialist Position		140,000				140,000	
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Wastewater Treatment Screening Improvement Project				800,000		800,000	
Abel Stormwater Liftstation				800,000		800,000	
Community Partners Campus Facility Project			162,756			162,756	
AUGUST FINANCE APPROVALS							
Homebuyer Education Counseling and Closing Assistance		34,000				34,000	
In-fill New Construction Program		600,000				600,000	
Additional Affordable Rental Units		500,000				500,000	
Obligated	$ -	$ 2,704,100	$ 211,980	$ 1,840,375	$ 2,185,771	$ 6,942,226	
CITY ALLOCATION					**10,000,000**	**$ 15,586,461**	
AVAILABLE - UNENCUMBERED					7,814,229	$ 8,644,235	55%
SEPTEMBER REQUESTS							
Warming House						$540,000-$777,991	
UNFUNDED REQUESTS							
Fire Station Land Acquisition					815,000	815,000	
Fixed Station Automated License Plate Readers					255,000	255,000	
Police Department Sit-Stand Configuration					50,000	50,000	
Affordable Housing Improvements and Expansion		1,000,000				1,000,000	
	-	1,000,000	-	-	1,120,000	2,120,000	
SEEKING ALTERNATE FUNDING SOURCES BUT ENDORSED BY THE COMMITTEE							
Lead Service Line Replacement				200,000		200,000	
				200,000		200,000	
REMOVED							
Drinking Fountain Replacement Parks	81,000		Funded from Tennis Court Project			81,000	
17th Avenue Stewart Avenue to Elm Reconstruction			Finance recommended TID 8 Funding		1,180,000	1,180,000	
	81,000				1,180,000	1,261,000	

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Affordable Rental Units

Committee Action: Approved 4-0

Fiscal Impact: $500,000

File Number:	21-1109B	**Date Introduced:**	September 13, 2022

FISCAL IMPACT SUMMARY				
COSTS	*Budget Neutral*	Yes☒ No☐		
	Included in Budget:	Yes☐ No☒	*Budget Source: ARPA funding*	
	One-time Costs:	Yes☒ No☐	*Amount: $500,000*	
	Recurring Costs:	Yes☐ No☒	*Amount:*	
SOURCE	*Fee Financed:*	Yes☐ No☒	*Amount:*	
	Grant Financed:	Yes☒ No☐	*Amount: $500,000*	
	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 of Wausau will be receiving approximately $15 million in American Rescue Plan Act (ARPA) Funds in two payments, and

WHEREAS, the US Treasury has issued Final Rules regarding reporting and eligible uses; and

WHEREAS, the Rules specify that funds must be used for costs incurred on or after March 3, 2021 and obligated by December 31, 2024, and expended by December 31, 2026; and

WHEREAS, in 2021 the City heard testimony and conducted a listening session on potential uses for the funds; and

WHEREAS, the Common Council appropriated $5,808,226 to date for the projects and activities noted on Exhibit A

WHEREAS, your Finance Committee has developed a rolling application process and rating matrix to consider project and funding requests; and

WHEREAS, your Finance Committee has completed its ranking and recommends the following project:

Affordable Rental Units

WHEREAS, the project is eligible for ARPA funding under the category of Public Health Negative Economic Impact – Assistance to Low or Moderate Income Households

WHEREAS, your Finance Committee recommends the following budget modification to adopt a multi-year budget to reflect this ARPA spending plan;

Increase Expense	158-158998220	Building and Improvements	$	500,000
Increase Revenue	158-158782390	Federal Grants	$	500,000

NOWTHERE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2022 Budget as outlined above.

BE IT FURTHER RESOLVED, that the proper City officials are directed to encumber funds and complete the projects and purchases in accordance with the American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund

Approved:

_____

Katie Rosenberg, Mayor

EXHIBIT A

ARPA FUNDING

	1. Public Health	2. Negative Economic Impacts	3. Services to Disportionately Impacted Communities	5. Infrastructure	6. Revenue Replacement: Government Services	Total
Landmark Project		$ 350,000				$ 350,000
2022 Budget:						
Public Access Server for Closed Caption			49,224			49,224
Internet Firewall Replacement					33,800	33,800
Core Switch Replacement					50,000	50,000
Financial ERP Software Replacement					850,000	850,000
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Temporary Water Supplies					230,000	230,000
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Community Outreach Specialist Position		140,000				140,000
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Abel Stormwater Liftstation				800,000		800,000
Community Partners Campus Facility Project			162,756			162,756
Obligated	$ -	$ 1,570,100	$ 211,980	$ 1,840,375	$ 2,185,771	$ 5,808,226

FINANCE COMMITTEE
Date and Time: Tuesday July 26, 2022 @ 5:30 pm., Council Chambers
Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Doug Diny
Members Excused: Carol Lukens
Others Present: Maryanne Groat, Emily Ley, Randy Fifrick, Ben Bliven, Eric Lindman, Katie Rosenberg, Tammy Stratz, Solomon King, Gary Gisselman

Discussion and possible action regarding ARPA funding requests
Lisa Rasmussen stated this month's requests come from Community Development for an In-fill New Construction Housing Program for $600,000, and Additional Rental Units for $500,000.

Tammy Stratz, Community Development, stated the Affordable Housing Task Force developed a plan of what is needed for the City of Wausau, as well as the Northcentral Planning Commission. She noted we used to work with the Technical College to build a house every year with free labor and assistance of federal funds for materials. They were placed on in-fill lots throughout the city that were acquired due to fires, etc., however, the Technical College no longer offers that program. She stated we have several city lots that are available on which we'd like to place single family houses to create some affordable housing and get the property back on the tax roll. The units would be sold to income qualifying households. She indicated we have an opportunity to work with Community Development Authority which could increase their public housing units by 18. The ARPA fund request is to go out to solicit for an RFP for architectural services. She pointed out there are also other federal funds to partner with and the ARPA funds would be more of a gap financer. She anticipated being able to construct 4 – 5 houses with a selling price of approximately $145,000 - $150,000, depending on construction costs.

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Doug Diny was concerned with the ability for someone to flip a home for profit. Stratz suggested they could do something such as filing a third mortgage for the gap, and if it is sold, they'd have to pay back the full amount.

Sarah Watson requested the committee re-visit the Home Buyer Education Counseling & Closing Assistance. Stratz explained the program was put together because they are seeing people jumping into buying houses and not understanding what they are getting themselves into. The ARPA request for $500 for the closing costs was an incentive because people don't typically do education without an incentive. Diny felt this request should be forwarded back to Council for approval. Rasmussen noted there is $10 million in ARPA funds left to spend and this request is a small amount. Consensus was to put it back in the ranking for the August Finance meeting.

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FINANCE COMMITTEE
Date and Time: Wednesday, August 10, 2022 @ 5:30 pm., Council Chambers
Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Carol Lukens
Members Excused: Doug Diny
Others Present: Emily Ley, Robert Barteck, Ben Bliven, Matt Barnes, Liz Brodek, Eric Lindman, Anne Jacobson, Anne Keenan, Katie Rosenberg, Tammy Stratz, Gary Gisselman

Discussion and possible action regarding ARPA funding requests and related budget modification
Lisa Rasmussen stated two projects from the last meeting that came from Community Development with regard to low-income housing were ranked. One project is for Infill New Construction that proposes to build five homes to be sold for an affordable price; the other project is Additional Affordable Rental Units. The funding request for the two projects is just over $1 million. Sarah Watson added her rankings which were favorable to the two projects. She commented affordable housing is one of the key things to spend ARPA funds on.

Rasmussen stated there was also a request to bring back and move forward the Homebuyer Education Counseling and Closing Assistance Incentive.

Carol Lukens questioned what the funding gap was for granulated carbon solution for the Water Plant. Eric Lindman stated they didn't really know yet, the project is $17 million, but they received $1.7 million in funding and there are two other pots of money as well as a forgivable loan through the Safe Drinking Water. He indicated this goal was to try to get to 50% of the cost of the project through grants, leaving approximately $8.5 million.

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Rasmussen stated there was some miscommunication out there, when a statement was made by an alderperson that the city was almost out of ARPA funding and only had $4 million left. Rasmussen clarified the city still has $10 million in ARPA funds available. She felt it was important to point this out because it may have swayed some to feel they had to pull back because of running out of funding.

Motion by Watson, second by Lukens to approve all three projects from Community Development (Infill New Construction, Additional Affordable Rental Units, and Homebuyer Education & Counseling Incentive) for ARPA funding. Motion carried 4-0.

CITY OF WAUSAU

AMERICAN RESCUE PLAN - SLFRF APPLICATION

Public Health c Impacts of COVID 19

SPENDING ON RESPONDING TO NEGATIVE ECONOMIC IMPACT

While the pandemic impacted millions of American households and businesses it caused disporportionate impacts or more severe impacts to certain communities and populations. These severe and disporportionate households, communities, small businesses and nonprofits are presumed eligible for services that respond to the impact they experience.

Project Title	**Additional affordable rental units**		
Department	**Community Development Department**	Contact Name:	**Tammy Stratz**
Priority 1-6 (low-high)	**4**		

6=Emergency, 5=Urgent, 4=High Priority, 3 Medium Priority, 2 Low Priority, 1 No Priority

Program Administration (Check all that apply)

	Internal Administration XX		Subrecipient (Identify) also working with North Central Community Action

Impacted Households Small Business, Nonprofit and Impacted Industries ***(Refer to the Department of Treasury Expenditure Category and enter the EC Code next to the appropriate areas)***

	Assistance to Low or Moderate income households XX (EC 2.14)		Assistance to Small Business (Describe)
	Assistance in a Qualified Census Tract		Aid to Impacted Industries (Describe)
	Assistance to Nonprofits (Describe)		Other (Describe)

PROGRAM DESCRIPTION
attach additional information if needed

The City of Wausau (like all other municipalities across the nation) is seeing a huge increase in the need for affordable housing for both rentors and prospective buyers. The current rents in the area are higher than ever. When researching what is available, we found that a typical two bedroom apartment is going for anywhere from $1,000 - $1,300 (unless it has some funding assistance, such as HUD or LIHTC). HUD says that "fair market rents" for a two bedroom should be no more than $838. This is especially true for graduates of North Central Community Action program's (NcCAP) Hand-in-Hand Housing program as they are having a difficult time finding a place they will be able to afford after graduation. Many families are struggling to maintain that roof over their head.

The Community Development Department proposes to partner with NcCAP in the construction of a new (or rehabilitation of an existing) 6 or more unit apartment building. Both agencies will work together to identify a potential site (whether city owned/county owned/privately owned). Community Development will spearhead the potential acquisition (if needed), design and construction (or rehabilitation) of the building. NcCAP will then operate/maintain the building to provide rental units for those of very low income at affordable rents. Since the building will be owned by the City, the building will be tax exempt; however, a PILOT payment will be made every year to cover City services.

The City will enter into an agreement with NcCAP once the building is completed. NcCAP will locate, income qualify and support the tenants. They will charge rents that are affordable to each tenant through income calculations, they will be the main contact for the tenants as far as rent collection and maintenance issues. NcCAP will be responsible for maintaining the building and the property - such as snow removal, lawn care, and garbage removal. NcCAP will report to Community Development on an annual basis to document the rents they are charging and the maintenance expenses they have incurred. The agreement will be for 20 years and will have a transfer to title from the City to NcCAP after the 20 years so they can continue to program without government envolvement. This proposed partnership is an intersection of affordable housing and homelessness.

PROGRAM ADMINISTRATION
Describe how the proposed program will be administered, the recipient eligibility requirements and the outreach plan

Community Development and North Central Community Action (NcCAP) will work together to identify the parcel and what the unit sizes are recommended. Community Development will be responsible for obtaining an architect and releasing the request for bids to construction companies to build the building. Community Development will oversee the construction and disbursement of funds and will oversee until all inspecitons have passed and the building as received its occupancy permit. Community Development has built several rental units in the past - most recent on the corner of Fulton and 7th Streets - and has the experience necessary to make this development happen.

NcCAP has the experience necessary to operate this type of facility. They currently own a 6-unit apartment complex in Wisconsin Rapids of which they are the landlords and rent to very low income households. They are familiar with the type of needs these renters require and are willing to take on another property here in Wausau to assist our residents.

OTHER AVAILABLE FUNDING SOURCES FOR THE PROGRAM (check all that apply)

	2022 Budget		Other (Describe)	HOME/CDBG

RESPONDING TO NEGATIVE ECONOMIC IMPACTS - FINANCIAL DETAIL

Additional affordable rental units

ONE TIME EXPENSE		2022	2023	2024	2025	2026	Total
Administrative Costs			5,000	10,000	5,000		20,000
Financial Assistance Grants							-
Financial Assistance Loans							
Neighborhood Investments							
Lead Remediation							-
Improvements to vacant and abandoned Properties			300,000	600,000	100,000		1,000,000
Other(Describe)	Planning/architectural/ construction oversight services		20,000	20,000	5,000		45,000
Total Costs		$ -	$ 325,000	$ 630,000	$ 110,000	$ -	$ 1,065,000
FUNDING SOURCES							
ARPA Funding	**(construction)**		150,000	300,000	50,000		500,000
Donations							-
User Fees							-
Debt Issuance							-
Other Grant Income							-
Other (Describe)	HOME funds - construction		150,000	300,000	50,000		500,000
Other (Describe)	HOME funds - architectural		20,000	20,000	5,000		45,000
Other (Describe)	HOME/CDBG funds - administration		5,000	10,000	5,000		20,000
Total Sources		$ -	$ 325,000	$ 630,000	$ 110,000	$ -	$ 1,065,000
Shortfall		$ -	$ -	$ -	$ -	$ -	$ -

ONGOING NEW OPERATIONAL EXP	2022	2023	2024	2025	2026	Total
Administrative Costs						-
Financial Assistance Grants						-
Financial Assistance Loans						-
Neighborhood Investments						
Lead Remediation						
Improvements to vacant and abandoned Properties						
Other (Describe)						-
Total	$ -	$ -	$ -	$ -	$ -	$ -
FUNDING SOURCES						
ARPA Funding						-
Donations						-
User Fees						-
Other Grant Income						-
Other (Describe)						-
Total	$ -	$ -	$ -	$ -	$ -	$ -
NET LEVY REQUIREMENT	$ -	$ -	$ -	$ -	$ -	$ -

DESCRIBE EVENTS OR CIRCUMSTANCES THAT WOULD PREVENT COSTS FROM BEING OBLIGATED BY DECEMBER 31, 2024 AND EXPENDED BY DECEMBER 31, 2026 attach additional information if needed

The big concern would be the availability of contractors to bid the job and the wait time for supplies. As long as we can get a timely bid, the project should get completed before the expenditure deadline of 12/31/26.

RESPONDING TO NEGATIVE ECONOMIC IMPACTS - CALENDAR

Additional affordable rental units

YEAR 2022	TIME FRAME (Start/End by Month)											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Program Design												
Task: Program Outreach												
Task: Program Submissions												
Task: Program Disbursements												
Task:												
Task:												
Task:												
Task:												

YEAR 2023	TIME FRAME (Start/End Dates by Month)											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Program Design												
Task: Program Outreach												
Task: Program Submissions												
Task: Program Disbursements												
Task:												
Task:												
Task:												
Task:												

YEAR 2024 *funds must be obligated by 12/31/2024*	TIME FRAME (Start/End Dates by Month)											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Program Design												
Task: Program Outreach												
Task: Program Submissions												
Task: Program Disbursements												
Task:												
Task:												
Task:												
Task:												

YEAR 2025	TIME FRAME (Start/End Dates by Month)											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Program Design												
Task: Program Outreach												
Task: Program Submissions												
Task: Program Disbursements												
Task:												
Task:												
Task:												
Task:												

YEAR 2026	TIME FRAME (Start/End Dates by Month)											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Program Design												
Task: Program Outreach												
Task: Program Submissions												
Task: Program Disbursements												
Task:												
Task:												
Task:												
Task:												

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Homebuyer Education Counseling and Closing Assistance

Committee Action: Approved 4-0

Fiscal Impact:

File Number:	21-1109C	**Date Introduced:**	September 13, 2022

FISCAL IMPACT SUMMARY				
COSTS	*Budget Neutral*	Yes☒No☐		
	Included in Budget:	Yes☐No☒	*Budget Source: ARPA funding*	
	One-time Costs:	Yes☒No☐	*Amount: $600,000*	
	Recurring Costs:	Yes☐No☒	*Amount:*	
SOURCE	*Fee Financed:*	Yes☐No☒	*Amount:*	
	Grant Financed:	Yes☒No☐	*Amount: $600,000*	
	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 of Wausau will be receiving approximately $15 million in American Rescue Plan Act (ARPA) Funds in two payments, and

WHEREAS, the US Treasury has issued Final Rules regarding reporting and eligible uses; and

WHEREAS, the Rules specify that funds must be used for costs incurred on or after March 3, 2021 and obligated by December 31, 2024, and expended by December 31, 2026; and

WHEREAS, in 2021 the City heard testimony and conducted a listening session on potential uses for the funds; and

WHEREAS, the Common Council appropriated $5,808,226 to date for the projects and activities noted on Exhibit A

WHEREAS, your Finance Committee has developed a rolling application process and rating matrix to consider project and funding requests; and

WHEREAS, your Finance Committee has completed its ranking and recommends the following project:

Homebuyer Education Counseling and Closing Assistance

WHEREAS, the project is eligible for ARPA funding under the category of Public Health Negative Economic Impact – Assistance to Low or Moderate Income Households

WHEREAS, your Finance Committee recommends the following budget modification to adopt a multi-year budget to reflect this ARPA spending plan;

Increase	Expense	158-158997570	Grants - Homeowners Closing Costs	$	25,000
Increase	Expense	158-158092562	Administrative Services	$	9,000
Increase	Revenue	158-158782390	Federal Grants	$	34,000

NOWTHERE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2022 Budget as outlined above.

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Approved:

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Katie Rosenberg, Mayor

EXHIBIT A

ARPA FUNDING

	1. Public Health	2. Negative Economic Impacts	3. Services to Disportionately Impacted Communities	5. Infrastructure	6. Revenue Replacement: Government Services	Total
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Motion by Watson, second by Lukens to approve all three projects from Community Development (Infill New Construction, Additional Affordable Rental Units, and Homebuyer Education & Counseling Incentive) for ARPA funding. Motion carried 4-0.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Modification of the 2022 Budget Fuel Expense Motor Pool Fund

Committee Action: Approved 5-0
Fiscal Impact: $435,000

File Number:	21-1109D	**Date Introduced:**	September 13, 2022

FISCAL IMPACT SUMMARY				
COSTS	*Budget Neutral*	Yes☐No☒		
	Included in Budget:	Yes☐No☒	*Budget Source: General Fund*	
	One-time Costs:	Yes☒No☐	*Amount: $435,000*	
	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 Motor Pool budget is nearly depleted due to the steep increase in fuel prices; and

WHEREAS, the expected funding required to complete the year is estimated to be between $300,000 and $435,000; and

WHEREAS, your Finance Committee reviewed several funding options and recommends a transfer from General Fund reserves:

Increase Revenue	170-150089210	Transfer In From General Fund	$	435,000
Increase Expense	170-150093510	Motor Pool Gasoline	$	280,000
Increase Expense	170-150093511	Motor Pool Diesel Fuel	$	155,000
Decrease Reserves	110-33429	General Fund Reserves	$	435,000
Increase Expense	110-25099270	Transfer to the Motor Pool Fund	$	435,000

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to modify the 2022 budget as noted above.

Approved:

_____

Katie Rosenberg, Mayor

FINANCE COMMITTEE
Date and Time: Tuesday, August 23, 2022 @ 5:30 pm., Council Chambers
Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Carol Lukens, Doug Diny
Others Present: Maryanne Groat, Jeremy Kopp, Ben Bliven, Eric Lindman, Anne Jacobson, Anne Keenan, Katie Rosenberg, Jamie Polley, Solomon King, Dustin Kraege

Discussion and possible action regarding budget modification related to fuel budget and rolling stock replacement
Solomon King, DPW Motor Pool, explained due to fuel costs being massively out of control for a period of time the Motor Pool fuel budget is nearly depleted. He indicated some of our budget for gasoline is already overspent, diesel is close to being overspent, motor oil and grease is near done, and DEF is overspent as well. The funds requested are necessary to continue operations for all departments, noting that police, fire, sewer, water, airport, public works, and parks all fuel up at DPW.

Rasmussen indicated the three options were to consider: 1) implement a rate adjustment from department budgets; 2) transfer from the General Fund; or 3) utilize ARPA funds. She felt it was too late in the budget year to adjust the rates to the departmental budgets. Sarah Watson suggested transferring the money from the General Fund rather than using ARPA funds.

Motion by Watson, second by Lukens to approve allocation of additional funding from General Fund surplus for fuel. Motion carried 5-0.

TO: FINANCE COMMITTEE
FROM: Maryanne Groat
DATE: July 21, 2022
RE: 2022 Fuel Budget

The 2022 Motor Pool fuel budget is nearly depleted due to the steep increase in fuel prices. All costs associated with fleet operations are accumulated in the motor pool fund. The City established hourly/per mile rates for all equipment. Department budgets are charged monthly based upon the fleet rate and utilization. The rates have not been adjusted to reflect increased fuel costs.

Activity through July 2022 shows the budgets are nearly exhausted.

		2022 Budget	Actuals for	Actuals Cur.	Actual Prior	% to Cur	% to	Remaining
Account			Current Per.	Year-to-Date	Year-to-Date	Budget	Last	Balance
170 150093510	GASOLINE	220,000.00	235,383.40	235,383.40	112,971.30	107		-15,383.40
170 150093511	DIESEL FUEL	275,000.00	222,885.81	222,885.81	77,958.97	81.1		52,114.19
170 150093512	MOTOR OIL GREASE A	23,000.00	18,802.08	18,802.08	15,266.20	81.8		4,197.92
170 150093515	DIESEL EXHAUST FLU	2,500.00	2,882.10	2,882.10	1,090.77	115.3		-382.1

There are no major savings in other areas of the Motor Pool budget to offset this cost. While fuel prices are coming down, there are mixed expectations regarding future price trends.

August to December 2021 fuel and diesel expense was $300,000. Using an inflation factor of 45% the additional costs for 2022 could be $425-435,000.

Several options could be considered:

- Implement a 2022 rate adjustment to recover additional fees from department budgets.
    - This may be problematic because departments budgets were based upon established rates.
    - It would show an accurate cost of the activity.
- Authorize a transfer from the General Fund to finance expected shortage.
- Utilize ARPA funds: Revenue Replacement Government Services to offset this cost. The staff have notified departments to include increased rates in their 2023 budgets.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Modification of the 2022 Budget for Fencing Project

Committee Action: Approved 5-0
Fiscal Impact: $18,034

File Number:	21-1109E	**Date Introduced:**	September 13, 2022

FISCAL IMPACT SUMMARY				
COSTS	*Budget Neutral*	Yes☐No☒		
	Included in Budget:	Yes☐No☒	*Budget Source: Capital Projects Funds*	
	One-time Costs:	Yes☒No☐	*Amount: $18,034*	
	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 of Wausau is committed to maintain infrastructure and other capital assets in a timely fashion; and

WHEREAS, the Scott Street Bridge Fencing project has a budget shortfall; and

WHEREAS, the 2022 capital fund includes $40,000 for the fencing project and the costs are $58,034 with funding to come from unspent Capital Project Funds; and

WHEREAS, your Finance Committee has reviewed and recommends a budget modification to move the finance these projects as shown below with funds on hand:

Increase 150-236598290 Other Capital Improvements $18,034

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to modify the 2022 budget as noted above.

Approved:

_____

Katie Rosenberg, Mayor

FINANCE COMMITTEE
Date and Time: Tuesday, August 23, 2022 @ 5:30 pm., Council Chambers
Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Carol Lukens, Doug Diny
Others Present: Maryanne Groat, Jeremy Kopp, Ben Bliven, Eric Lindman, Anne Jacobson, Anne Keenan, Katie Rosenberg, Jamie Polley, Solomon King, Dustin Kraege

Discussion and possible action regarding budget modification fencing project
Rasmussen stated this budget modification is a transfer request is for the Scott Street Bridge Fencing project shortfall and for Stewart Avenue 72nd to 28th Avenue real estate services shortfall.

Maryanne Groat pointed out the agenda item only states the fencing project and did not include the real estate services portion referred to in the resolution, so they should only approve the fencing transfer today and the real estate services will be brought to the next meeting.

Motion by Diny, second by Martens to approve the budget modification of $18,034 for the Scott Street Bridge Fencing Project. Motion carried 5-0.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Modification of the 2022 Budget Legal Services

Committee Action: Approved 5-0
Fiscal Impact: $40,000

File Number:	21-1109F	**Date Introduced:**	September 13, 2022

FISCAL IMPACT SUMMARY				
COSTS	*Budget Neutral*	Yes☐No☒		
	Included in Budget:	Yes☐No☒	*Budget Source: Insurance Fund*	
	One-time Costs:	Yes☒No☐	*Amount: $40,000*	
	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 of Wausau is has experienced increased litigation activity in 2022 resulting in the depletion of the professional legal services budget and

WHEREAS, the insurance fund that accounts for buildings, workmen's compensation and liability insurance has experienced growing reserves; and

WHEREAS, your Finance Committee has reviewed and recommends a budget modification to move the funds from the Insurance Fund to the City Attorney's budget in the amount of $40,000

Increase Expense	110-13092120	Legal Fees	$	40,000
Increase Revenues	110-3089270	Transfer from Insurance Fund	$	40,000
Increase Expense	171-155099210	Transfer to the General Fund	$	40,000
Decrease Reserves	171-33429	Insurance Fund Reserves	$	40,000

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to modify the 2022 budget as noted above.

Approved:

_____

Katie Rosenberg, Mayor

FINANCE COMMITTEE
Date and Time: Tuesday, August 23, 2022 @ 5:30 pm., Council Chambers
Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Carol Lukens, Doug Diny
Others Present: Maryanne Groat, Jeremy Kopp, Ben Bliven, Eric Lindman, Anne Jacobson, Anne Keenan, Katie Rosenberg, Jamie Polley, Solomon King, Dustin Kraege

Discussion and possible action regarding budget modification legal services
Rasmussen stated this request from the City Attorney's Office due to robust litigation activity this year. A 2022 Mid-Year Litigation Report was in the committee packet.

Anne Jacobson commented it has been an unprecedented year and there are 10 matters currently pending. She estimated a need for approximately $40,000 to get through the end of the year, assuming there are no major surprises.

Maryanne Groat stated a lot of these cases are related to our insurance and there is an Insurance Fund which covers building, worker's comp, and liability. She indicated there was a profit of just under $300,000 in 2021 due to lower-than-expected claims and we have strong reserves in that fund, as well as allocation set aside for longer term worker's comp claims. She recommended taking the funds from that account to fund this shortfall.

Motion by Lukens, second by Watson to allocate $40,000 from the Insurance Fund to the City Attorney's budget for legal fees. Motion carried 5-0.

2022 Mid- Year Litigation Report – City of Wausau

One of the duties of the City Attorney is to conduct all the law business in which the city is interested. § *62.09(12), Wis. Stats.* The Common Council may employ and compensate special counsel to take charge of any matter in which the city is interested. The Council may also by resolution or ordinance authorize the city attorney to defend actions brought against any officer or employee of the city, or any board or commission thereof, growing out of acts done in the course of employment, or out of any alleged breach of duty.

With the addition of newly elected officials in April of 2016, I began providing a detailed report of the procedural status of that litigation in which the City was involved, both mid-year and pending at the end of the year, as well as the expenses (costs and fees) associated therewith. I am continuing that practice, and while interrupted by the demands of COVID, am providing to you, the 2022 **Mid-Year Litigation Report**. **Cases noted "closed" as of the last report are omitted from this report**. Those cases closed after **12/31/20** are noted. The following list contains those **9** cases which are open as of **8/16/2022**, along with the case numbers and venue. More detail is provided in the Exhibit A narrative attached to this Report. Those appearing in "red" were not included in the last report ("new cases").

Additionally, the City's Procurement Policy states that the invoices of counsel designated or engaged by the City's insurance carriers shall be monitored by the City Attorney and paid by the City up to the City's self-insured retention level for that matter, without further approval from the Finance Committee or Common Council. *In all other matters, where the aggregate legal fees for any one matter, regardless of the time period during which work was performed, exceed $50,000, the City Attorney shall inform the Common Council of the status of the matter and the amount of fees incurred to date.*

1. The Badger Project v. Wausau Police Department 22CV341 FILED 6/16/22
2. **Bhagavati, LLC v. City of Wausau 19CV386 FILED 6/10/19****

   CLOSED 9/23/21

3. **Booker, Joseph v. Wausau Community Development Authority, HUD File No. 05-19-6337-8; Title VI Case No. 05-19-6337-6 FILED 8/23/19**
   DETERMINATION OF NO REASONABLE CAUSE 7/17/20

   CLOSED 7/17/20

4. **J.L.B. v. City of Wausau 20CV600 FILED 11/5/20**

   CLOSED 2/25/22

5. **Dakota Intertek Corp. v. City of Wausau 2019AP591 APPEAL REINSTATED 5/1/19**

   DECISION 9/29/20, affirming the sanctions award against the plaintiff

   JUDGMENT SATISFIED 6/11/21

6. **Fish, Lori J. et al v. The City of Wausau 22CV284 FILED 5/18/22**

7. Froom, Alyssa v. Wausau Police and Fire Commission, Chief Bliven, Chief Olson, Atty. Sam Hall, City Attorney Anne Jacobson 22CV414 FILED 7/25/22

8. Gut, Roger v. City of Wausau, Robert Pfaff, Benjamin Thumann, Brady Olson and John Shear

Federal Western District Court, Case No.: 3:20-cv-1111 FILED 12/16/20

CLOSED 3/22/22

JUDGMENT SATISFIED 8/15/22

9. Howe, David v. Timothy Howe 21CV146 FILED 3/17/21

CLOSED 10/5/21

10. Howe, Frances v. City of Wausau 20CV435 FILED 8/21/20

CLOSED 4/20/21

11. City of Wausau v. Sylvia Kopytkiewicz 21CV707 FILED 12/21/21

CLOSED 6/1/22

12. Kurth, James v. City of Wausau 20SC513 FILED 2/20/20

13. Leist, Julie v. Wausau Police and Fire Commission, Chief Bliven, Chief Olson, Atty. Sam Hall, City Attorney Anne Jacobson 22CV415 FILED 7/25/22

14. Leist, Julie v. Kaitlyn Bernarde and Wausau Police and Fire Commission

22CV449 FILED 8/8/22

15. Nawrocki, Tim v. WebenHeuvel Investments, LLC, et al (City of Wausau)

19CV729 FILED 11/14/19

16. Nawrocki, Timothy A., d/b/a Roc's Place v. City of Wausau

21CV317 FILED 6/8/21

CLOSED 5/13/22

17. City of Wausau v. Sandra Ninnemann 22CV375 FILED 7/11/22

18. North Shore Healthcare, LLC v. City of Wausau 20CV570 FILED 10/23/20*

CLOSED 2/17/22

19. Ranallo, John et al v. City of Wausau 19CV769 FILED 11/26/19

DISMISSED by Plaintiff 1/21/21

20. Regal Beloit Corporation v. Wisconsin Department of Revenue-State Board of Assessors,

Appeal No. 79-149-PPO-18 FILED 3/29/19*

CLOSED 1/28/22

21. RSS WFRB2011C4-WI WCPC LLC v. City of Wausau 19CV481 FILED 7/22/19

CLOSED 7/6/20

22. Sangster, Derrick A. v. Hines (Off. Thomas – WPD)

Federal Eastern District Court, Case No. 2:15-cv-00727-LA FILED 7/5/22

23. In Re: Minor Settlement of CS (Shiloh Martino) 22CV222 FILED 4/19/22

CLOSED 4/25/22

24. Secors, Inc. v. City of Wausau 18CV813 FILED 12/18/18**

CLOSED 6/7/22

25. Stankowski, Kenneth v. City of Wausau 19CV162 FILED 3/13/19**

CLOSED 8/2/22

26. Svoke, Jack v. Officers Snow Thao and Zinkowich

Federal Western District Court, Case No.: 20-cv-620jdp FILED 1/28/21

CLOSED 2/1/22

27. Waldvogel, Perry v. City of Wausau 22SC478 FILED 3/30/22

CLOSED 6/17/22

28. City of Wausau and Wausau Water Works v. Wisconsin Department of Natural Resources,

19CV32 FILED 1/11/19

CLOSED 8/15/22

29. Abby Bank v. Wausau World Market, LLC et al 21CV389 FILED 7/14/21

Of Six suits tax assessment appeals*, the final two are closed. Three suits are condemnation challenges (associated with Thomas St. and Townline Road), all of which are now closed. None of these suits are covered by our insurance policies, as tax assessment appeals and condemnation matters are excluded, and therefore, the City is paying the first dollar, without a self-insured retention.**

2022 MID-YEAR PENDING LITIGATION (8/19/22)

1.	The Badger Project v. Wausau Police Department*	22CV341	Filed 6/6/22
2.	Fish, Lori J. et al v. The City of Wausau	22CV284	Filed 5/18/22
3.	Froom, Alyssa v. WPFC, Bliven, Olson, Hall, Jacobson	22CV414	Filed 7/25/22
4.	Kurth, James v. City of Wausau	20SC513	Filed 2/20/20
5.	Leist, Julie v. WPFC, Bliven, Olson, Hall, Jacobson	22CV415	Filed 7/25/22
6.	Leist, Julie v. Kaitlyn Bernarde and WPFC*	22CV449	Filed 8/8/22
7.	Nawrocki, Tim v. WebenHeuvel Investments, LLC, et al	19CV729	Filed 11/14/19
8.	City of Wausau v. Sandra Ninnemann	22CV375	Filed 7/11/22
9.	Sangster, Derrick A. v. Hines et al	2:15-cv-00727-LA	Filed 7/5/22
10.	Abby Bank v. Wausau World Market, LLC et al	21CV389	Filed 7/14/21

*Open Records Challenges

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

JOINT RESOLUTION OF THE HUMAN RESOURCES AND FINANCE COMMITTEES	
Approving a One-Time, Lump Sum Non-Base Building Market Adjustment for Designated Employees Committee Action: HR: Approved 4-1 Fin: Approved 5-0 Fiscal Impact: $101,000	
File Number: 21-1213	**Date Introduced:** September 13, 2022

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

RESOLUTION

WHEREAS, the City of Wausau continues to consider recruitment and retention initiatives to respond to the challenging labor market; and

WHEREAS, during last collective bargaining agreement negotiations the time to advance through the salary scales and/or the number of steps in the salary scale were reduced for all three unions and bargaining agreement negotiations for all unions are scheduled to begin in 2022; and

WHEREAS, in the approved 2022 budget the Common Council granted a 6-month anniversary step increase for non-represented employees below midpoint, which halves the time period before an employee reaches midpoint in the salary range; and

WHEREAS, a one-time, non-base building adjustment of $1000 is recommended for approximately 101 non-represented employees who are at or over midpoint ad are not eligible for the additional step increase described above; and

WHEREAS, part-time employees shall receive a pro-rated portion of the $1000 payment; and

WHEREAS, this $1000 represent an increase between 1-2% of annual pay for most affected employees, with the lower paid employees receiving a greater percentage impact; and

WHEREAS, your Human Resources and Finance Committees have reviewed and approve the lump-sum payment as described above, funded using 2020 carryover funds or funds currently available through vacancies; and

BE IT RESOLVED, the Common Council of the City of Wausau that it approves the payment of a one-time, non-base building wage adjustment payment of $1000 (amount prorated for part-time employees) to non-represented employees who are at or above midpoint in their salary scale on December 31, 2021, to be paid on pay period 20 of 2022.

Approved:

_____

Katie Rosenberg, Mayor

DRAFT

CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION

DATE/TIME: August 8, 2022, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney, Gary Gisselman, Dawn Herbst, Tom Killian, Michael Martens
MEMBERS ABSENT:
Also Present: Mayor Rosenberg, A. Keenan

Discussion and Possible Action Approving a One-Time Lump Sum Non-Base Building Market Adjustment to Designated Employees.

McElhaney said that this item was being brought back from last term, where it was names as a bonus, but that it really is not a bonus. McElhaney explained that when the City started to look at ways to compete with other employers, steps 1 and 2 were suspended from the non-represented salary range, new employees who were at those steps were brought up to step 3, and vacation was increased (employees under midpoint also began receiving increases every 6 months until they reach midpoint, allowing them to progress faster). For employees who were above mid-point, a recommendation of giving a one-time lump sum of $1000 at the end of December 2021 was proposed. Council sent this item back for review and McElhaney said that she feels this is still an appropriate way to provide something to non-represented employees who are above midpoint.

Killian spoke of his concern of treating non-represented employees differently than represented employees. Gisselman asked for clarification of how employees move through the steps and how the full implementation was done in 2022; he also asked if the $1000 would affect where they are in the scales, which he feels needs to be looked at. McElhaney spoke again that she feels approving this is fair and agreed with Gisselman that the City needs to look at pay rates for its employees. Herbst said that she is in favor of this and that it should have been done last year. Gisselman asked how many employees would receive this. McElhaney said 101. Killian asked for clarification that this was for non-represented employees only; McElhaney said yes.

Motion by Herbst to approve a one-time lump sum non-base building market adjustment to designated employees. Second by Martens. Motion passed 4-1. (*Killian was the dissenting vote*.)

FINANCE COMMITTEE
Date and Time: Tuesday, August 23, 2022 @ 5:30 pm., Council Chambers
Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Carol Lukens, Doug Diny
Others Present: Maryanne Groat, Jeremy Kopp, Ben Bliven, Eric Lindman, Anne Jacobson, Anne Keenan, Katie Rosenberg, Jamie Polley, Solomon King, Dustin Kraege

Discussion and possible action granting $1000 one-time lump non-base building market adjustment for designated employees.
Rasmussen stated this item was in this committee last year and was referred back to the HR Committee to be re-worked. Somewhere along the line there was a lot of misunderstanding about this adjustment with talk about hazard pay and bonuses, as well as pitting union against non-reps. She referred to the PowerPoint in the committee packet that shows what it takes for non-reps to get to pay maximus versus the negotiating groups, and it is an awful lot longer on the non-rep side.

Anne Keenan clarified it would affect every non-represented employee who is above mid-point. She stated last year the employees below mid-point were approved for a 3% increase every six months, but the $1,000 adjustment was sent back to HR and those above mid-point did not receive any adjustments. She commented it is harder to keep dedicated employees who have been here longer, and this was a way to help with that until we can do another market study on the pay scale. She noted the union employees in their contracts keep up with the market and Fire & Police got a 2% increase in January and another 1% mid-year and their scale is a lot shorter than the non-reps.

Maryanne Groat stated when this was initially proposed in December 2021 ARPA was the recommended funding source, but there was subsequent discussion of not using ARPA, but rather taking it out of the 2021 surplus. She stated we have not identified any new funding sources so it would be coming from the surplus.

Michael Martens reiterated that with new employees we eliminated the first two steps to give a higher starting wage and also escalated the amount of time to traverse the steps for those below mid-point. The employees below mid-point received a pretty good bump or the last 8 or 9 months. Giving this adjustment to those above mid-point is the second half of the equation.

Groat clarified typically it would come from the General Fund unless there is another revenue source. For example, Community Development Authority employees that qualify for the adjustment would be paid by the CDA; and/or Water or Sewer employees would be paid from the utility.

Motion by Lukens, second by Watson to approve the one-time adjustment with surplus funding. Motion carried 5-0.

Human Resource Committee Packet

August 8, 2022

Agenda Item
Discussion and possible action granting $1000 one time lump non-base building market adjustment for designated employees.
Background
In October of 2021, the Human Resources staff presented several recruitment and retention initiatives. Two levels of recommendations were discussed, including initiatives that could be implemented immediately and those to be considered in the 2022 budget. One item identified for consideration in the 2022 budget is a lump sum increase for non-represented employees who are at or over midpoint. The Human Resources department identified 101 employees who will be at or over midpoint in 2021. Recruitment and retention efforts are currently focusing on non-represented employees, who have not received cost-of-living increases while the City was funding the implementation of the wage study. The Human Resources and Finance departments compared a flat rate lump sum payment against a lump sum equivalent to 1% of an employee's base pay. A lump sum of $1000 is greater than 1% of employee pay for all but 8 of our highest paid employees (mostly department directors). For some employees, $1000 represents a pay increase of nearly 2%. This amount would be prorated for part time employees. At the December 14, 2021, Common Council, the Common Council referred this to go back to Human Resources Committee.
Fiscal Impact
$101,000
Staff Recommendation
Approve one time lump sum non-base market adjustment for non-represented employees at or above midpoint on December 31, 2021, to be implemented in 2022.
Staff contact: Anne Keenan (715-261-6632)

NON-REPRESENTED LUMP SUM NON-BASE BUILDING MARKET ADJUSTMENT

DISCUSSION AND POSSIBLE ACTION APPROVING A ONE-TIME LUMP SUM NON-BASE BUILDING MARKET ADJUSTMENT TO DESIGNATED NON-REPRESENTED EMPLOYEES

THE HR DEPARTMENT WAS TASKED WITH ADDRESSING RECRUITMENT AND RETENTION CONCERNS ARISING FROM CURRENT LABOR MARKET CONDITIONS

- One large recruitment and retention concern identified is the amount of time it takes a non-represented employee to reach midpoint of the salary scale
  - A non-represented employee who starts at the minimum starting salary reaches midpoint after 8-9 years, and reaches maximum pay after 17-21 years
  - Under the 2022 budget, time to midpoint for non-represented employees was addressed. However, this created a retention concern for employees above midpoint, who were unaffected by this adjustment.
  - This employee group (non-represented above midpoint) also experienced delayed implementation of the 2019 wage study; they are receiving full implementation of the 2019 wage study in the 2022 budget.

- The lump sum being considered today was not intended as a pandemic hardship or hazard pay.
- Those items would be a separate initiative, which staff can investigate for future consideration but are not agenized for discussion today.
- The lump sum adjustment is also identified for one market group only, non-represented employees, and is a retention effort for employees who are experiencing market pressures but aren't impacted by the step system adjustment.

- Represented employees align with their markets (i.e. Police officer to Police Officer) during contract negotiations which are anticipated to be held next year.
  - Police and Fire contracts are valid through 2022, and the Transit contract expires June 30, 2022.
  - HR and Metro management are in discussions with the Transit union to adjust they pay schedule to address significant recruitment issues; this was done previously under the last contract.
  - Other recruitment and retention efforts such as the increase in vacation time also do not apply to represented employees and are subject to contract negotiation.

THE CITY HAS HISTORICALLY APPROACHED REPRESENTED AND NON-REPRESENTED MARKETS SEPARATELY

COST OF LIVING INCREASES

Cost of Living Increases		
2022		Notes
Police Union	3%	midyear split
Fire Union	2.5%	midyear split
Transit Union	2%	
Non-Represented	2%	
2021		Notes
Police Union	3%	midyear split
Fire Union	2%	3% LT
Transit Union	2%	
Non-Represented	0%	
2020		Notes
Police Union	2.5%	midyear split
Fire Union	2.5%	
Transit Union	3%	5.6% Operator I
Non-Represented	0	
2019		Notes
Police Union	2.5%	midyear split
Fire Union	2.5%	midyear split
Transit Union	2%	midyear split
Non-Represented	0	

STEP INCREASES OVER 3 YEARS

Total Step Increases (3 year period)	
Police Officer	18.7%
Firefighter	12.6%
Bus Operator	22.50%
Non-Represented	9%

THE CITY HAS HISTORICALLY APPROACHED REPRESENTED AND NON-REPRESENTED MARKETS SEPARATELY

- From 2019-2022, a new hire who started at minimum received the following total base pay increase:
  - Police Officer: 29.7%
  - Firefighter: 22.1%
  - Bus Operator: 31.5%
  - Non-Represented: 11%
- If the City wishes to consider cross-market alignment, the benefits will need to flow both ways with non-represented employees receiving commensurate benefits to represented employees.

THE PAY STRUCTURES FOR REPRESENTED AND NON-REPRESENTED EMPLOYEES IS ALSO DISTINCT

- Each pay group reaches maximum pay after different lengths of time:
  - Non-represented: 17-21 years
  - Police Officer: 6 years (less with higher education)
  - Firefighter: 10 years
  - Bus Operator: 6 years
- During last contract negotiations, all three unions negotiated a reduction in either the number of steps or the time it takes to move through steps.

THE PROPOSAL BEFORE YOU TODAY

- This is a retention bonus extended to non-represented employees whose pay structure length reflects negatively in current market, but aren't receiving a base-building adjustment to this structure in 2022 (i.e. non-represented employees who are over midpoint)
- $1,000 represents approximately 1-2% of an employee's annual salary, with lower-paid employees receiving a larger % impact

THE PROPOSAL BEFORE YOU TODAY

- Why an adjustment?
  - Non-base building reduces ongoing costs
  - Eligible for non-reoccurring funding sources
- FLSA Discretionary adjustments
  - Discretionary adjustments are not eligible for inclusion in overtime calculations
  - To remain compliant with FLSA Discretionary Adjustments regulations, this should be issued as soon as practicable after approval and cannot be contingent upon items like attendance, production or other goals.

THE PROPOSAL BEFORE YOU TODAY

Questions?

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

JOINT RESOLUTION OF THE HUMAN RESOURCES AND FINANCE COMMITTEES	
Authorizing a 3% general wage adjustment for non-represented employees effective January 8, 2023 Committee Action: HR: Approved 4-1 Fin: Approved 5-0 Fiscal Impact: $438,681	
File Number: 03-1111	**Date Introduced:** September 13, 2022

FISCAL IMPACT SUMMARY				
COSTS	*Budget Neutral*	Yes ☐ No ☒		
	Included in Budget:	Yes ☐ No ☒	*Budget Source: 2023 Budget*	
	One-time Costs:	Yes ☐ No ☒	*Amount:*	
	Recurring Costs:	Yes ☒ No ☐	*Amount:*	
SOURCE	*Fee Financed:*	Yes ☒ No ☐	*Amount: Noted Below*	
	Grant Financed:	Yes ☒ No ☐	*Amount: Noted Below*	
	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 of Wausau is committed to a compensation policy that strengthens the recruitment and retention of well qualified and effective employees; and

WHEREAS, the Common Council has authorized a salary study to address the challenges posed by the tight labor market; and

WHEREAS, your Human Resources Committee and Finance Committee have reviewed and recommended the salary range structure of the non-represented employees be adjusted by 3% to reflect maturation of the salaries to strengthen recruitment and retention and remain competitive in the existing labor market; and

WHEREAS, your Human Resources Committee and Finance Committee have reviewed and recommended a general wage adjustment of 3% to be implemented on January 8, 2023, for non-represented employees covered under the City of Wausau employee handbook; and

WHEREAS, your Finance Committee has reviewed and recommends funds be included in the 2023 budget; and

WHEREAS, the fiscal impact by fund is expected to be:

General Fund	285,203.31
Community Development	33,580.67
Public Access	645.72
Water	47,155.62
Sewer	26,923.23
Transit	16,812.99
Motor Pool	17,857.04
Parking	5,728.03
Animal Control	1,885.64
Other Grants Voca	2,888.82
Total	438,681.08

NOW THEREFORE BE IT RESOLVED, By the Common Council of the City of Wausau that the salary range structure of the City of Wausau Employee Handbook- non represented employee be increased by 3% to reflect the maturation of salaries in the market; and

BE IT RESOLVED, the Common Council of the City of Wausau that a 3% general wage adjustment be implemented effective January 8, 2023, pursuant to the terms outlined in the City of Wausau Employee Handbook – non-represented employees.

Approved:

_____

Katie Rosenberg, Mayor

DRAFT

CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION

DATE/TIME: August 8, 2022, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney, Gary Gisselman, Dawn Herbst, Tom Killian, Michael Martens
MEMBERS ABSENT:
Also Present: Mayor Rosenberg, A. Keenan

Discussion and Possible Action Approving a Cost of Living Adjustment for Non-Represented Employees for 2023.

Keenan explained that negotiations for Transit union have been completed and that the rates for Police and Fire Union increases are set through 2022 and will have negotiations later this year for their increases. A wage study RFP has been sent out for non-represented employees, however, it will take some time before that information is available, and a cost of living adjustment budgeted for 2023 should help with any additional adjustments determined by the study that may be needed.

Martens asked when the COLA would take effect; Keenan said the first pay period of 2023. Killian asked if this could be postponed and revisited after the market study. McElhaney said they could but Finance would have to set aside the money, and the purpose of proposing it now is to include it in the 2023 budget. McElhaney asked Keenan how fast she thought they could get the wage study done; Keenan said she thinks it will be after January before the study would be done. Mayor Rosenberg said that other municipalities are impressed with what Wausau has done so far with changes to wages and benefits and that some are looking at higher COLAs because they haven't done anything yet. Rosenberg said that she thinks it is a good move now and would also like to look at this after the wage study but understands that it is a process. Gisselman asked when the wage study would be done; Keenan said that she anticipates it would not be ready to implement until after January, and this COLA would help offset any further increases recommended by the wage study. Gisselman said that he understands asking for the COLA but would like to also have money appropriated in the 2023 budget for any additional increases suggested by the wage study instead of having to delay the increases to 2024. McElhaney said that she agreed with Gisselman and that the mayor and Finance need to be aware that extra funds will most likely be needed to implement the recommendations of the wage study in 2023. Killian said that he agrees with Gisselman and that the City needs to budget according to priorities and that the employees should be a top priority and paid well. Herbst asked if this adjustment will be for water and wastewater department employees also, and provided a quote from Water Superintendent Scott Boers regarding the City's wages.

Motion by Gisselman to approve a cost of living adjustment for non-represented employees for 2023. Second by Herbst. Motion passed 4-1. (*Killian was the dissenting vote*.)

FINANCE COMMITTEE
Date and Time: Tuesday, August 23, 2022 @ 5:30 pm., Council Chambers
Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Carol Lukens, Doug Diny
Others Present: Maryanne Groat, Jeremy Kopp, Ben Bliven, Eric Lindman, Anne Jacobson, Anne Keenan, Katie Rosenberg, Jamie Polley, Solomon King, Dustin Kraege

Discussion and possible action approving 2023 a cost-of-living adjustment for non-represented employees.
Rasmussen stated the city is currently in contract negotiations with the represented groups and this is a 3% cost-of-living increase for non-represented employees that do not bargain.

Motion by Martens, second by Lukens to approve the 2023 cost-of-living adjustment. Motion carried 5-0.

Human Resource Committee Packet

August 8, 2022

Agenda Item
Discussion and possible action approving 2023 of a cost of living adjustment for non-represented employees.
Background
According to the Consumer Price Index for the Midwest Region's June report, the CPI-U rose to 9.1% which was an additional .9% from last month. The City granted a 2% cost of living increase in the 2022 budget for non-represented employees. The Transit union negotiated a 2% increase for 2022 and with ratification a successor agreement of an additional 2% for the second half of 2022, and a 3% split for 2023. The Police union negotiated a 3% increase for 2022, split midyear and the Fire union negotiated a 2.5% increase for 2022, split mid-year. With contracts expiring at the end of this year there are expected to be wage increases. The Human Resources Department has initiated the RFP process for a market study to align our non-represented pay structures to the existing labor market. However, that study is expected to take a minimum of 6-9 months to complete and implement. Per handbook section 5.01, Human Resources will coordinate and recommend benefits design changes annually to the Common Council through the Human Resources Committee.
Fiscal Impact
Staff Recommendation
Approve a cost of living adjustment pay scales for non-represented employees of 3%
Staff contact: Anne Keenan (715-261-6632)

Step Increases after 6 years	
Police Officer	25.70%
Firefighter	22.10%
Bus Operator	42.60%
Non-Represented	18%

Total Step Increases (3 year period)	
Police Officer	18.7%
Firefighter	12.6%
Bus Operator	22.50%
Non-Represented	9%

Cost of Living Increases		
2022		Notes
Police Union	3%	midyear split
Fire Union	2.5%	midyear split
Transit Union	4%	midyear split -tenative
Non-Represented	4%	midyear split
2021		Notes
Police Union	3%	midyear split
Fire Union	2%	3% LT
Transit Union	2%	
Non-Represented	0%	
2020		Notes
Police Union	2.5%	midyear split
Fire Union	2.5%	
Transit Union	3%	5.6% Operator I
Non-Represented	0	
2019		Notes
Police Union	2.5%	midyear split
Fire Union	2.5%	midyear split
Transit Union	2%	midyear split
Non-Represented	0	

Total COLAs 2019-2022	
Police Union	11%
Fire Union	9.5%
Transit Union	9%
Non-Represented	2%

Total Increase (3 year period)	
Police	29.7%
Fire	22.1%
Transit	31.5%
Non-Rep	11%

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

RESOLUTION OF THE PARKS & RECREATION COMMITTEE

Approving the proposal from Spohn Ranch, Inc. for the design of the Wausau Skate Park and execution of a contract

Committee Action: Approved 5-0

Fiscal Impact: ARPA funds and $25,000 Community Enhancement Grant

File Number:	22-0908	**Date Introduced:**	September 13, 2022

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

RESOLUTION

WHEREAS, your Common Council, on April 26, 2022, approved $225,000 in ARPA funds to upgrade the skateboard park located in Oak Island Park; and

WHEREAS, the City has also received a $25,000 Community Enhancement Grant from the Community Foundation of Northcentral Wisconsin; and

WHEREAS, the project will be completed in two separate phases-design and construction; and

WHEREAS, Request for Proposals were advertised for design services for the skateboard park and opened by the Board of Public Works on August 16, 2022; and

WHEREAS, your Parks and Recreation Committee, at their September 6, 2022 meeting, reviewed the three proposals received and recommends the proposal from Spohn Ranch, Inc. for the design of the Wausau Skate Park.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proposal from Spohn Ranch, Inc. be approved for the design of the Wausau Skate Park, in an amount not to exceed $32,500, and that the appropriate City officials are authorized to execute a contract or purchase order with them.

Approved:

_____

Katie Rosenberg, Mayor

DRAFT

CITY OF WAUSAU – PARK AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: September 6, 2022 at 4:00 p.m. Location: Council Chambers, City Hall
Members Present: Dawn Herbst (c), Carol Lukens, Tom Kilian, Sarah Watson, Lou Larson
Others Present: Jamie Polley-Parks Director

1. In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. A quorum was present and the meeting was called to order by Chair Herbst at 4:00pm.

4. Discussion and Possible Action Accepting the Proposal from Spohn Ranch, Inc. to Design the Wausau Skate Park – Polley explained that the City Council had approved $225,000 of ARPA funds to be utilized to replace the skateboard park that is in Oak Island Park. The City has also received a $25,000 Community Enhancement Grant from the Community Foundation of Northcentral Wisconsin. The project will be completed in two phases, design and construction. Request for proposals were advertised for design services. Proposals were opened on August 16, 2022 at the Board of Public Works. Polley discussed the evaluations for the proposals that were submitted and the reasons why staff recommends the acceptance of the proposal by Spohn Ranch, Inc. Questions were answered. **Motion** by Larson, second by Kilian to accept the proposal from Spohn Ranch, Inc. to design the Wausau Skate Park. Motion **carried** by voice vote, vote reflected as 5-0.

Wausau & Marathon County
Parks, Recreation & Forestry

Request for Proposal

PROFESSIONAL DESIGN SERVICES
Oak Island Skate Park

Date of Issue: July 22, 2022
Proposals Due: August 16, 2022

212 River Dr Suite 2
Wausau, Wisconsin 54403

Requested Services:

The Wausau and Marathon County Parks, Recreation and Forestry Department is soliciting the professional design services of an exceptional design firm for the planning and design of the Oak Island skateboard park. The selected firm will be responsible for guiding the Parks, Recreation & Forestry Department though the design process including the creation of schematic design, the development of plans, specifications, and cost estimates, and construction documents as outlined in this proposal.

Background:

Wausau is located in Northcentral Wisconsin on the Wisconsin River and is the county seat of Marathon County. Located at the crossroads of Highway 29 and 51/139 Wausau has a population of over 39,000 and is within a metro area with over 90,000 residents.

Wausau has 37 parks full of history and unique opportunities. Wausau is focused on improving the park system to enhance the quality of life for its residents and surrounding communities. The Oak Island skate park is one of two skate parks in the Wausau Metro area. The skate park will provide a first-rate recreational opportunity that cannot be found at the other local park. This skate park will demand the same level of quality that all park facilities do in Wausau.

The park will be located within Oak Island Park on the Wisconsin River, 500 River Drive. The park provides a variety of recreational activities for our users including a newly renovated playground, tennis courts, baseball fields, walking paths, boat launch and shelter. Currently there is a ramp park at this location that was built in 2002. Our park provides a safe place for skaters, however; it has become out of date and the surfacing needs repair. Our current skate park does not include many of the features our skaters' desire. The existing park is approximately 10,000 sq ft and has an asphalt surface. It will be removed prior to the start of this project.

The new skate park site will be located in place of the existing skate park. A $300,000 construction budget estimate has been set and additional fundraising is an option.

Owner:

City of Wausau, Wisconsin
Department of Parks, Recreation & Forestry
212 River Dr. Suite 2
Wausau, WI 54403

Procedure:

The following information is provided to assist you in delivering your proposal:

- Number of hard copies needed: **Two (2)**
- Provide a PDF of the proposal via email

- Due date: **August 16, 2022, by 9:00 a.m.**

- Proposals submitted will be opened at Board of the Public Works Meeting at 1:30pm on August 16, 2022

- Mail or deliver proposal to:
  Jamie Polley – Director
  Department of Parks, Recreation & Forestry
  212 River Dr. Suite 2
  Wausau, WI 54403

- If there are questions about the preparation of your proposal or to arrange a guided site visit, please contact:
  Jamie Polley – Director
  Office Phone: 715-261-1554
  E-Mail: Jamie.polley@co.marathon.wi.us

- Minority and women business enterprises are encouraged to submit proposals.

Selection:

The RFP evaluation committee will select the firm that submits the most responsive proposal. Selection will be based on the overall strength of each proposal, and the evaluation is not restricted to considerations of any single factor, such as cost.

The criteria used in the evaluation, weighted equally, will include the following:

1. Qualifications and experience of the firm, including capability and experience of personnel to be employed on this project. Proposer shall comply with Equal Opportunity laws and regulations. The contractor agrees to take affirmative steps to assure that women and minority businesses are utilized when possible.– 25%
2. Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services. -25%
3. Demonstrated history of successfully performing related services to comparable entities. -25%
4. Cost for the services described by this RFP and the value provided to the City. – 25%

The evaluation committee may consider any other criteria it deems relevant, and the evaluation committee is free to make any recommendations it determines to be in the best interest of the City. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal.

Note: the City reserves the right to evaluate proposals solely based on each provider's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the City. The City reserves the right to select proposals other than those with lowest costs.

Note: The selected design firm will not be able to bid on the construction of the skate park.

Staff will contact each proposer for additional information or interviews, as needed.

DISCLAIMER: The City of Wausau is not obligated to enter a contract, nor is it responsible for any costs associated with the preparation of proposals and interviews. Proposals received later than 9:00 a.m. on August 1 6, 2022, may be disqualified from consideration. The City reserves the right to reject any and all proposals and to interview firms which in the department's judgment will best meet the City and County needs.

Tentative Schedule:

▪ July 22, 2022	RFP Issued
▪ August 16, 2022	Proposals Due by 9:00am, Opened at 1:30pm
▪ August 30, 2022	Commission Review and Recommendation
▪ September 13, 2022	Finance Committee/City Council Approval of Contract
▪ Sept. 14 - October 2022	Stakeholder Meetings, Concept Development, Study Group Review of Skate Park Concepts
▪ November 1, 2022	Commission Review of Skate Park Design Concepts/Recommendation for Final Design Approval
▪ December 6, 2022	Commission Final Design Review/Authorization to Advertise for Bids
▪ January- February 2023	Advertise/Plans and Specifications Available
▪ March, 2023	Bids Received
▪ April 4, 2023	Approval of Bids and Award Contract
▪ May, 2023	Construction Begins
▪ July 2023	Skate Park Substantially Complete

Scope of Services:

Concept Phase

- Meeting(s) and site visit with the Owner and committee to outline the project.
- Meeting with the Skate Park Committee to aid in the development of the two (2) concepts
- Conduct two (2) stakeholder meetings
- Development of two Concept sketches
- Presentation of Concepts to Skate Park Committee
- Development of cost estimate

Schematic Design Phase

- Refinement of Committee/Owner preferred Concept

Design Development Phase

- Refinement of Schematic Plan
- Presentation to Park Commission
- Update on cost estimate

Construction Documents Phase

- Development of construction plans and specifications for construction
- Meetings with Owner to ensure plans and specifications meet intent and defined budget
- Development of bidder qualifications

Bidding Phase

- Review bids and recommendation to Owner

Construction Oversight Phase

- Multiple site visits and meetings with Parks and Recreation staff to review changes and ensure construction is meeting the design intent.
- Review of all change orders

Equal Opportunity

Proposer shall comply with Equal Opportunity laws and regulations. The contractor agrees to take affirmative steps to assure that women and minority businesses are utilized when possible.

Indemnification.

Contractor hereby agrees to release, indemnify, defend, and hold harmless Marathon County, the City of Wausau, the DEPARTMENT, their officials, officers, employees, and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits demands, debts, action and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance of the contractor, its officers, officials, employees, agent or assigns. Marathon County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

Insurance-Coverage Required

Insurance. Contractor shall not commence work on the premises until all insurance required under this paragraph is obtained, and such insurance has been approved by the DEPARTMENT, nor shall Contractor allow any subcontractor to commence work on the premises until all similar insurance requirements have been obtained and approved.

a. Worker's Compensation Insurance. Contractor shall obtain and maintain throughout the duration of the project statutory Worker's Compensation insurance for all of its employees employed at the Facility.

b. General Liability, Professional Liability and Property Damage Insurance. Contractor shall secure and maintain in force throughout the duration of the Agreement such General Liability, professional Liability, and Property Damage Insurance as shall protect him/her and any sub-contractor covered by this Agreement from claims for damages for personal injuries, including accidental death as well as from claims for property damage, which may arise under this Agreement, whether by Contractor or by any sub-contractor or by anyone directly or indirectly employed by either of them; and the minimum amount of such insurance shall be as follows:

i. Comprehensive General Liability $2,000,000 per occurrence and unlimited in aggregate for Bodily Injury and Property Damage.

   Automobile Liability $1,000,000 per occurrence and in aggregate for bodily injury and property damage

c. Certificate of Insurance. Contractor shall furnish the DEPARTMENT with a Certificate of Insurance naming the DEPARTMENT, MARATHON COUNTY and the CITY OF WAUSAU, as "Additional Insured" in respect to this Agreement. The carrier of insurance shall be approved by the DEPARTMENT and shall include a provision prohibiting cancellation of said polices except upon thirty (30) days prior written notice to the DEPARTMENT. A copy of the Certificate of Insurance shall be delivered no later than fifteen (15) working days after the commencement of the contract.

Proposal Content: *Please include the following details within your proposal.*

Firm Information

- Name
- Address
- Telephone and Fax Numbers
- Website

Firm History

- Size of Firm/Staff/Organizational Chart of Firm
- Years in Business

Design/Construction Team (for this project)

- Principal in Charge
- Project Lead
- Civil Engineer (if applicable) and Others Involved

Design/Construction Team Specifics - For each team member provide the following information.

- Name
- Years with Firm
- Education/Licensure
- Professional Experience
- Pertinent Experience

Consultants – Identify any consultant outside of your firm who will be part of the design and construction team. Please provide their applicable experience.

Representative Projects – Provide detailed information for no less than three (3) no more than six (6) projects completed by your firm that best represents a similar scope, budget, program, and complexity. For each project please include:

- Completion Date
- Name, Location and Contact
- Narrative Description
- Photographs / Images
- Budget & Size of Skate Park
- Bid Amount
- Final Cost

Fee Structure – The Park Commission is requesting an hourly contract based on a "not to exceed" amount provided in this proposal. Please provide the following:

- Total "not to exceed" fee for all services defined in the Scope of Services portion of this document.
- Breakdown of your total fee for each of the six phases listed above in the Scope of Services.
- Estimated cost of reimbursables and any mark up.
- Hourly rate for every person working on the project.

Questions – Please briefly answer the following questions

1. What essential components should a skate park have?

2. As an out of state company how would quality control be maintained during construction?

PROPOSAL FORM
PROFESSIONAL DESIGN SERVICES OAK ISLAND SKATEBOARD PARK
WAUSAU AND MARATHON COUNTY
PARKS, RECREATION AND FORESTRY DEPARTMENT

Having carefully examined the accompanying specifications, and having understood that the City of Wausau reserves the right to reject any or all proposals, or parts thereof, and to award to the bidder who in the judgment of the Department will best serve the Wausau and Marathon County Parks; the undersigned proposes to furnish all tasks and materials indicated on the specifications for the sum of:

I. Design and Bid Preparation of the Oak Island Skateboard Park

$_____ Write Out _____

I/we understand this proposal is good for ninety (90) days and if accepted by the City of Wausau will be used as the basis for a contract for the work covered within the specifications.

Company Name: _____

Address: _____

Phone Number: _____

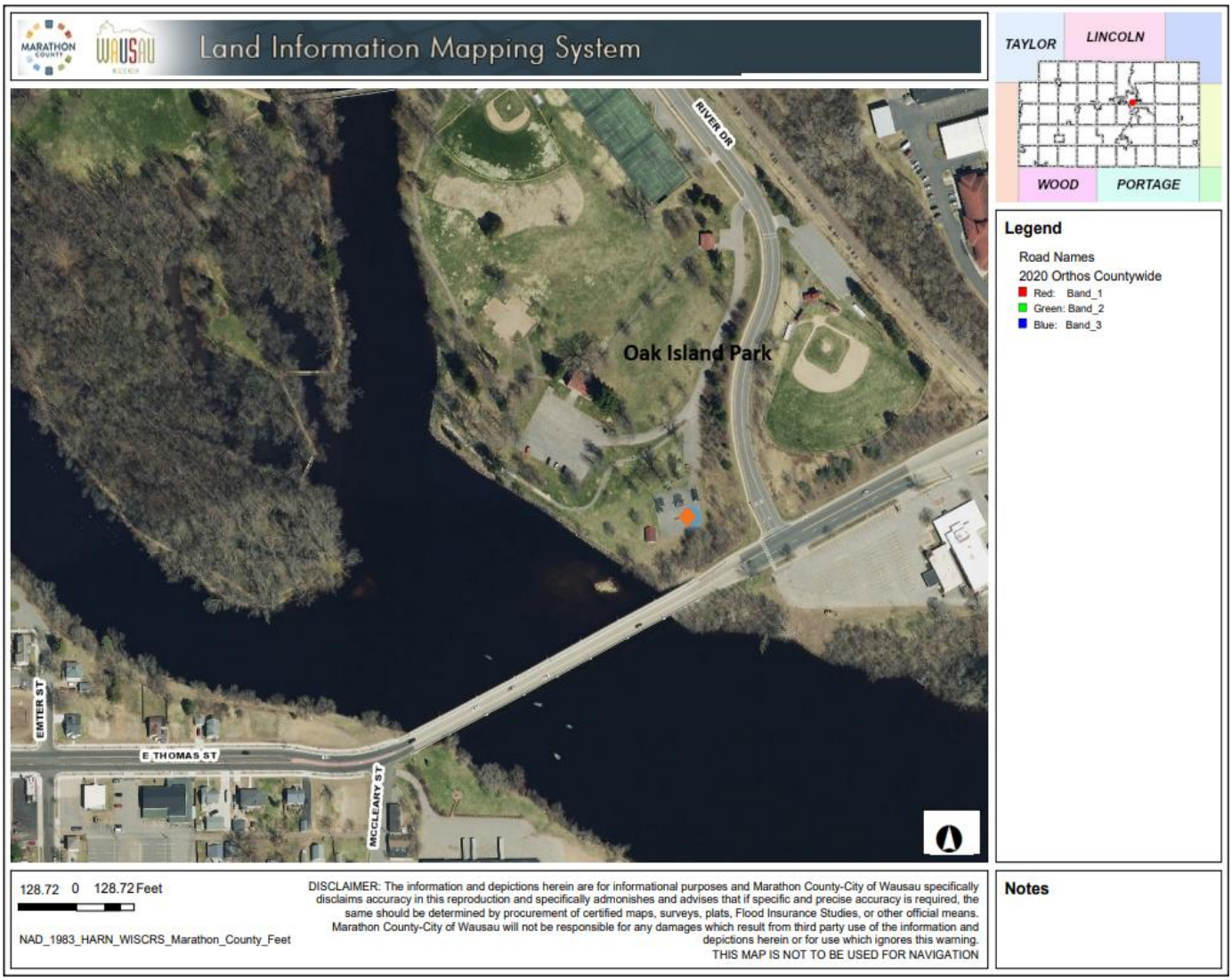
E-Mail:_____

Name/Title: _____
(Type or Print)

Signature: _____ Date: _____

Appendices:

Project Location Map



Proposers	Qualifications & Experience	Understanding of Scope	History of Success	Cost	Notes
Evergreen Skate Parks, LLC	20	10 only 1 site visit listed	20	$18,750	Interested in Design/Build Only
Grindline Skate Parks, Inc.	24	23	23	$34,240	Strong project experience
Spohn Ranch, Inc.	24	24	24	$32,500	Multiple ideas of community engagement

SPOHN RANCH SKATEPARKS

REQUEST FOR PROPOSAL - PROFESSIONAL DESIGN-BUILD SERVICES

OAK ISLAND SKATEPARK | WAUSAU & MARATHON COUNTY, WI | JULY 6, 2022

- COVER LETTER
- QUALIFICATIONS
- REFERENCES
- PROJECT TEAM
- PROJECT APPROACH
- PROJECT SCHEDULE
- WARRANTY
- FEE PROPOSAL
- MISC. QUESTIONS
- PROPOSAL FORM

SKATEPARKS

Celebrating

1992 30 YEARS 2022

DESIGN+BUILD

Wausau & Marathon County Parks, Recreation & Forestry

SPOHN RANCH SKATEPARKS

COVER LETTER

Wausau & Marathon County Parks, Recreation & Forestry

SPOHN RANCH SKATEPARKS

WEDNESDAY, JULY 6, 2022
RE: REQUEST FOR PROPOSAL - PROFESSIONAL DESIGN-BUILD SERVICES

Dear Ms. Polley,

Thank you for the opportunity to present Spohn Ranch's proposal for the professional design-build services that will transform Oak Island Park's outdated facility into a state-of-the-art concrete skatepark.

We've followed this project closely over the past two years and have developed an unparalleled understanding of the project's goals, as well as potential constraints. Intimate background knowledge uniquely enables our team to hit the ground running, without having to play catch-up.

We are hopeful WMCPRF will join the long list of municipalities who've discovered the Spohn Ranch difference.

- **Unparalleled experience.** You don't survive the ups and downs of three decades on accident. While other builders have come and gone, our passion, professionalism and hard work have sustained our success over the long haul.
- **Process.** We've spent 30+ years refining and improving our design-build process. From first information checklist to final concrete pour, our process is dialed - guaranteeing a smooth experience free from surprises.
- **Well-balanced.** Our skateparks accommodate the full spectrum of experience levels and feature a ratio of street to transition-style terrain shaped by community input. Not too advanced. Not too much transition. Just right.
- **Art and aesthetics.** Spohn Ranch is known for architectural finesse and sculptural elements that transform a skatepark into a modern work of art the entire community can take pride in.
- **High-quality construction.** When a community is entrusting us with its most valued assets - its kids and its real estate - we don't take the responsibility lightly. We sweat the small stuff and when other builders would say "good enough" - we take the extra steps to make sure it's done right.

Our comprehensive design-build process, dedicated team members and legacy of success are detailed in the following pages. We understand the services to be performed, are available to begin work immediately and are committed to successfully executing this project.

Please don't hesitate to reach out with any questions.

Sincerely,

Vince Onel, Principal + Design Director
Spohn Ranch, Inc.
6824 S Centinela Los Angeles, CA 90230
626-330-5803 x205
vince@spohnranch.com

QUALIFICATIONS

Wausau & Marathon County Parks, Recreation & Forestry

SPOHN RANCH SKATEPARKS

HEADQUARTERED IN

LOS ANGELES-CALIFORNIA
SKATEBOARDING'S BIRTHPLACE

AND CONTINUED EPICENTER

Spohn Ranch began as a community, anchored by Aaron Spohn's backyard half-pipe, and grew into an award-winning skatepark design-build firm. A cornerstone of wheel sports progression for over 30 years, Spohn Ranch's backyard roots have spread globally, culminating in hundreds of cutting-edge creations.

Via three decades of municipal skatepark projects, spanning 40+ states, 15+ countries and a variety of corporate clients including Red Bull and Vans, Spohn Ranch has mastered a broad range of techniques specific to creating the highest-quality wheel-focused terrain possible.

With a firsthand passion for skateboarding and wheel sports, the Spohn Ranch family of highly-skilled craftsmen, including landscape designers, iron workers, grading wizards and ACI-certified shotcrete nozzlemen, pride themselves on designing and building skateparks and wheel sports facilities with the relentless dedication to detail and architectural finesse that Spohn Ranch is known for.

3 DECADES OF SUCCESSFUL BUSINESS DOESN'T HAPPEN ON ACCIDENT.

SPOHN RANCH - PRESENT DAY

- 12 in-office staff – drafters/designers, project managers, estimators and support staff
- 30 in-the-field staff – shotcrete nozzlemen, concrete craftsmen, carpenters and equipment operators
- East LA fabrication shop – 25,000 square foot space for steel fabrication and equipment/tool storage
- Licensed General Contractor in multiple states

PROFESSIONAL AFFILIATIONS

- National Recreation & Park Association (NRPA)
- New York City Parks & Recreation (Passport)
- American Society of Landscape Architects (ASLA)
- U.S. Green Building Council (USGBC)
- American Concrete Institute (ACI)
- American Shotcrete Association (ASA)
- Construction Specifications Institute (CSI)
- American Society for Testing & Materials (ASTM)
- World Skateboarding Federation (WSF)

FINANCIAL/LEGAL STABILITY

2022 marks thirty years of uninterrupted service, focused solely on skatepark design and construction. We take pride in being a hard-working, passionate and responsible family-owned business.

- Zero bankruptcies, loan defaults, changes of ownership or operation under a different name
- Zero liquidated damages
- Zero instances of E&O insurance claims

We are currently bonded with Travelers Casualty and Surety Company of America, with a bonding capacity in the amount of $3 million per project and $6 million aggregate. We have a spotless bonding history over 30+ years of business – none of our bonds/sureties have ever been called upon for any reason.

Spohn Ranch has neither litigation history associated with project performance nor any past or pending litigation against an Owner with whom we've contracted.

INSURANCE

Spohn Ranch maintains, at a minimum, the following coverage. Certificates are available upon request.

- Errors and Omissions / Professional Liability - $2,000,000 per occurrence, $2,000,000 aggregate
- Workers Compensation and Employers Liability - $1,000,000
- Automobile Liability for owned, non-owned and hired vehicles - $1,000,000 per occurrence, $2,000,000 aggregate
- Comprehensive/Commerical General Liability - $1,000,000 per occurrence, $2,000,000 aggregate
- Excess Liability (Umbrella) - $9,000,000

NATIONALLY-RECOGNIZED
AWARD-WINNING SKATEPARK DESIGN-BUILD

- **NEW JERSEY RECREATION AND PARKS ASSOCIATION**
  Award for Excellence in Design, 2013 (Holland Park Skate Plaza – Elizabeth, NJ)
- **NEW JERSEY RECREATION AND PARKS ASSOCIATION**
  Award for Excellence in Design, 2015 (Maplewood Skatepark – Maplewood, NJ)
- **NEW JERSEY SOCIETY OF MUNICIPAL ENGINEERS**
  Municipal Project of the Year, 2013 (Dealy Field Skatepark – Sea Isle City, NJ)
- **LOUISIANA MUNICIPAL ASSOCIATION**
  Community Development Award, 2014 (Fireman's Skate & Bike Park – Houma, LA)
- **WORLD OF CONCRETE**
  Finalist for "Crews that Rock" Award, 2011 & 2013 (Dew Tour Bowl & BSA Summit)
- **AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS**
  Award for Excellence Nominee, 2010 (Daybreak Skatepark – South Jordan, UT)
- **HUCK MAGAZINE**
  "The Future of Skatepark Design", 2008 (Daybreak Skatepark – South Jordan, UT)
- **IOWA READY MIXED CONCRETE ASSOCIATION**
  Excellence in Concrete Award, 2012 (Oskaloosa Skatepark – Oskaloosa, IA)
- **AMERICAN PUBLIC WORKS ASSOCIATION – SAN DIEGO COUNTIES CHAPTER**
  Honor Award, 2017 (Kimball Skatepark – National City, CA)
- **AMERICAN PUBLIC WORKS ASSOCIATION – SOUTHERN CALIFORNIA CHAPTER**
  Project of the Year, 2017 (Marine Park Skatepark – Manhattan Beach, CA)
- **AMERICAN PUBLIC WORKS ASSOCIATION – KENTUCKY CHAPTER**
  Project of the Year, 2014 (Chautauqua Park Skatepark – Owensboro, KY)
- **CALIFORNIA PARK AND RECREATION SOCIETY**
  Award of Excellence in Park Planning, 2017 (Stanton Skatepark – Stanton, CA)
- **CALIFORNIA PARK AND RECREATION SOCIETY**
  Award of Excellence for Recreation, 2009 (Fontana Skateparks – Fontana, CA)
- **CALIFORNIA PARK AND RECREATION SOCIETY**
  Award for Excellence in Design, 2020 (Manzanita Skatepark - Anaheim, CA)

Wausau & Marathon County Parks, Recreation & Forestry

SPOHN RANCH SKATEPARKS

EVERYTHING WE LEARN BUILDING SKATEPARKS FOR THE WORLD'S TOP PRO ATHLETES, INSPIRES WHAT WE ROLL INTO YOURS.

Some of our most challenging work has been in the private sector, designing and building for wheel sports industry companies and the world's top professional skateboarders. After a rigorous vetting process, these clients consistently choose Spohn Ranch because of our unique ability to deliver quality terrain under any condition imaginable – including complex sites, logistical hurdles and extreme time constraints.

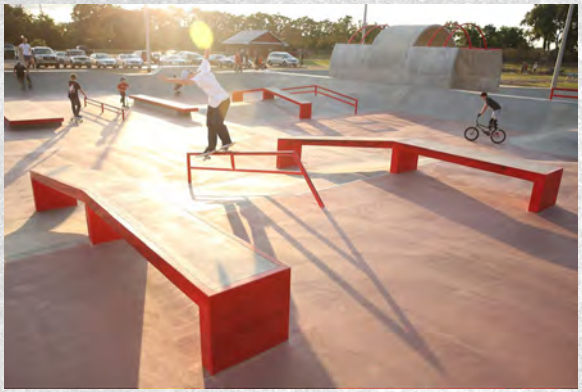
Our corporate clients and the athletes they host demand perfection when the skatepark is the stage for a live television event. The spacing between every obstacle has to be precise, the height and angle of every feature has to be perfect and the quality of the construction has to be flawless. With over 25 years of experience in this segment, we've really been able to hone our design and construction skill sets - injecting that attention to detail into all of our municipal projects.

HIGHLIGHTED PRIVATE PROJECT LIST:

- Professional Competitions – ESPN X-Games, NBC Mountain Dew Tour, Kimberly Diamond Cup, D-Town Throwdown, Gravity Games, Vans Triple Crown, East Coast Surfing Championships
- Corporate Clients – Red Bull, Vans, Adidas, Gatorade, MTV, Boost Mobile, Got Milk, Ford, Tedx, Hewlett Packard, Reese's Puffs, Guinness Book of World Records, Kansas City Speedway, Warped Tour
- Film/Television – Brink, Grind, Accepted, OPM's "Heaven is a Half-Pipe", Kanye West's "Free Larry Hoover" Benefit Concert

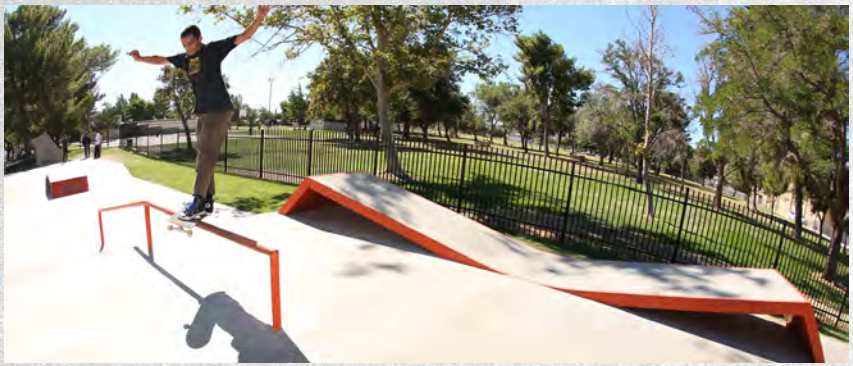
Wausau & Marathon County Parks, Recreation & Forestry

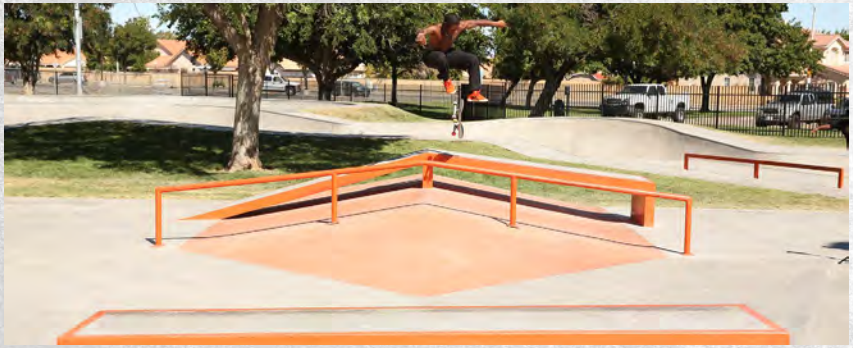
SPOHN RANCH SKATEPARKS



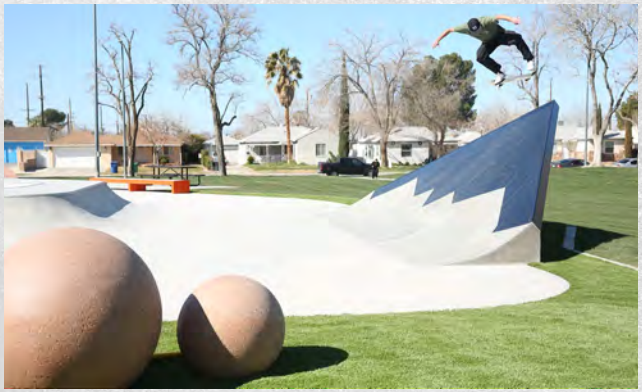
EL MONTE, CALIFORNIA GIBSON MARIPOSA SKATEPARK

LA PUENTE, CALIFORNIA IAN CALDERON SKATEPARK





LANCASTER, CALIFORNIA JANE REYNOLDS SKATEPARK



Wausau & Marathon County Parks, Recreation & Forestry

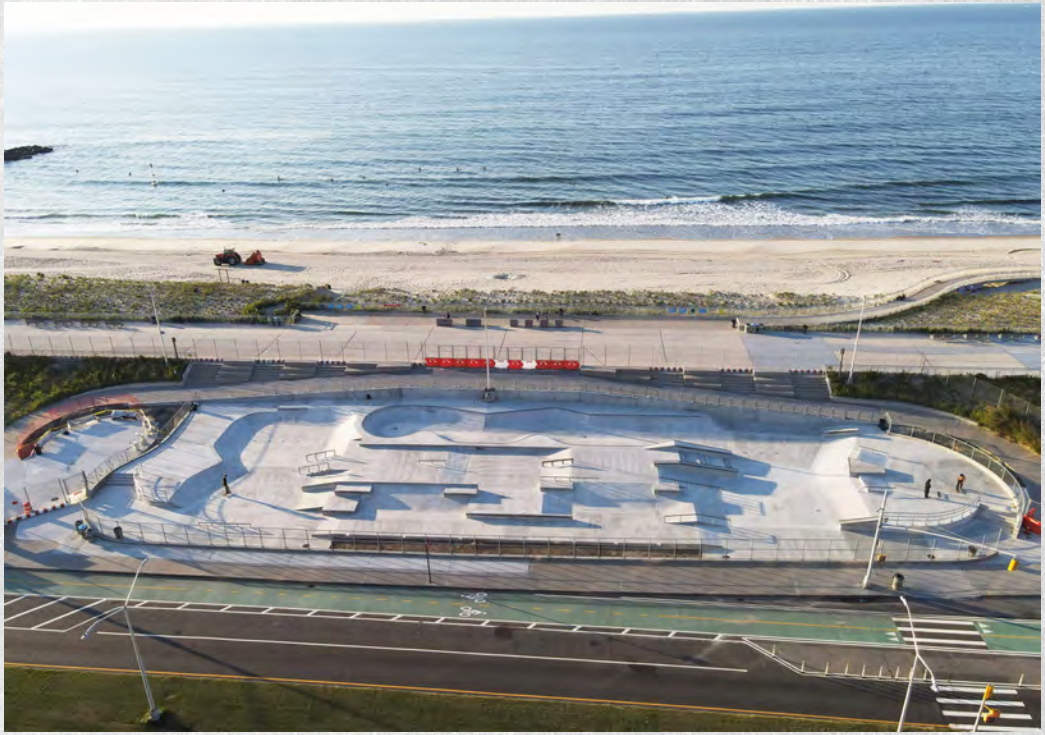
SPOHN RANCH SKATEPARKS

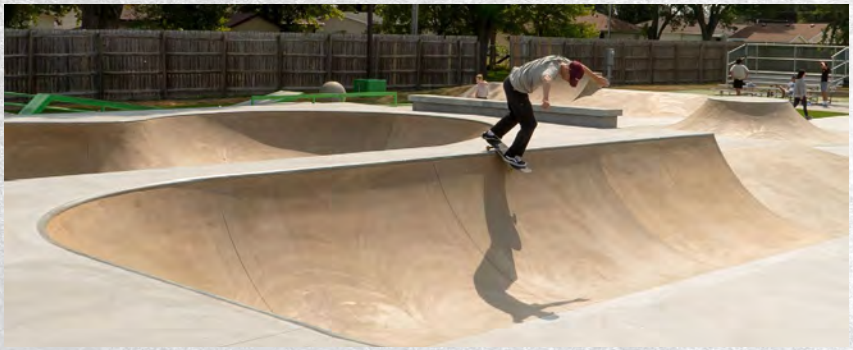
Wausau & Marathon County Parks, Recreation & Forestry

SPOHN RANCH SKATEPARKS

NIAGARA FALLS, NEW YORK HYDE PARK SKATEPARK

NEW YORK CITY, NEW YORK ROCKAWAY BEACH SKATEPARK





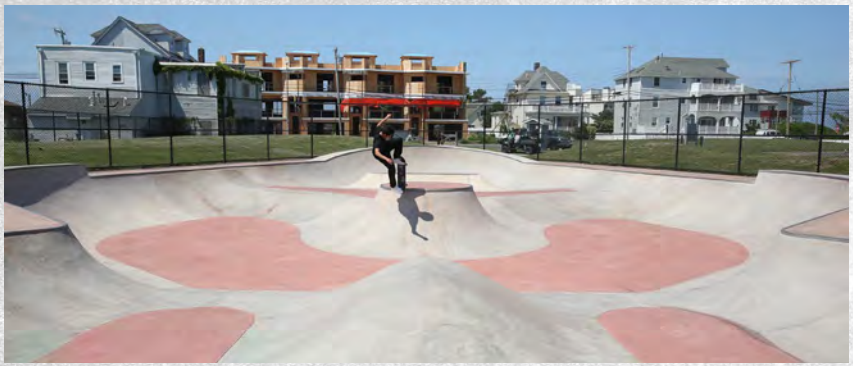
Wausau & Marathon County Parks, Recreation & Forestry

SPOHN RANCH SKATEPARKS

SANTA FE, NEW MEXICO GENOVEVA CHAVEZ SKATEPARK

LOS ANGELES, CALIFORNIA HARBOR CITY SKATEPARK

LONG BRANCH, NEW JERSEY 7 PRESIDENTS SKATEPARK



GLEN JEAN, WEST VIRGINIA SUMMIT BECHTEL RESERVE

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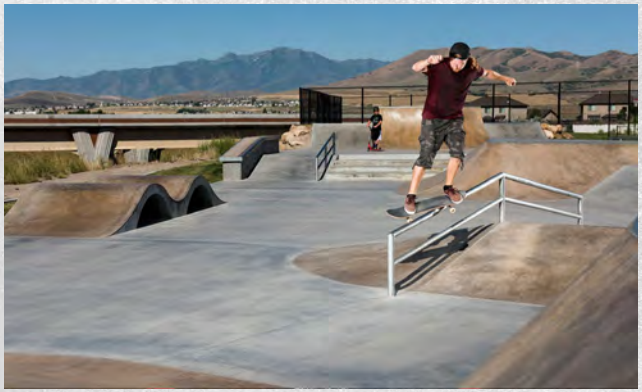
SPOHN RANCH SKATEPARKS

Wausau & Marathon County Parks, Recreation & Forestry

SPOHN RANCH SKATEPARKS

Wausau & Marathon County Parks, Recreation & Forestry

SPOHN RANCH SKATEPARKS

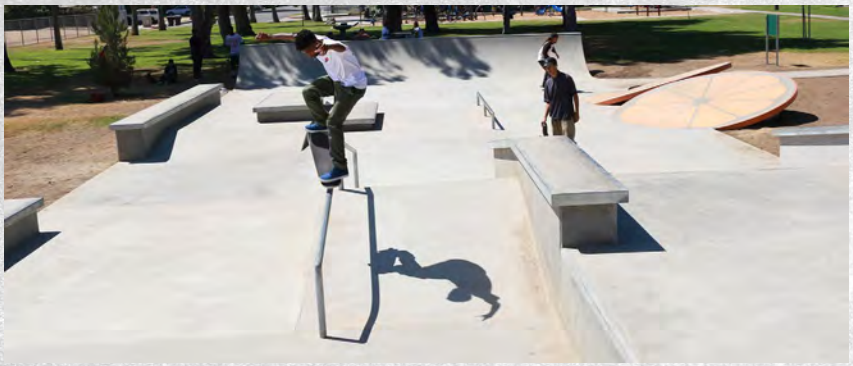


Wausau & Marathon County Parks, Recreation & Forestry

SPOHN RANCH SKATEPARKS

Wausau & Marathon County Parks, Recreation & Forestry

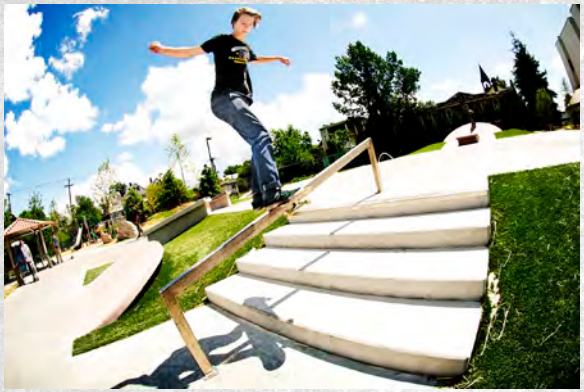
SPOHN RANCH SKATEPARKS

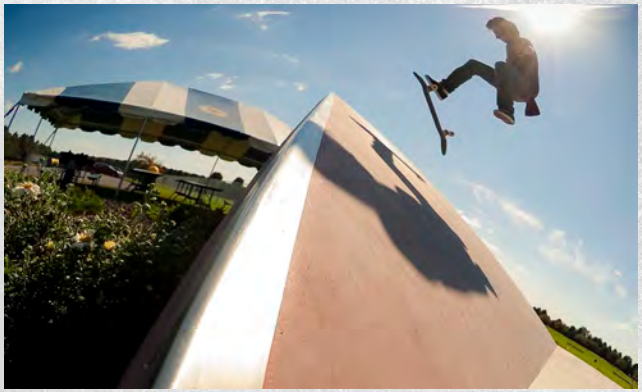


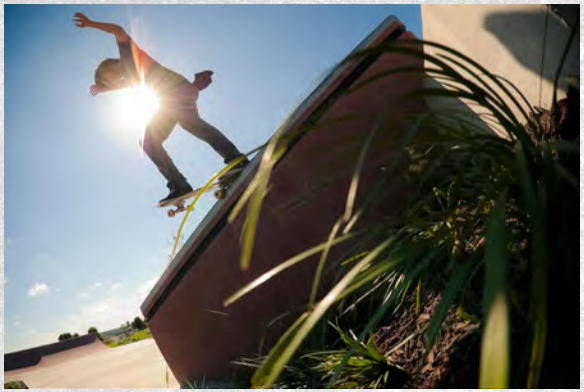
Wausau & Marathon County Parks, Recreation & Forestry

SPOHN RANCH SKATEPARKS

ELIZABETH, NEW JERSEY HOLLAND PARK SKATE PLAZA







REFERENCES

ERNEST MCBRIDE SKATEPARK - LONG BEACH, CA

"It's an excellent street-plaza design, with just enough transitions to make it well-rounded.

SHOULD BE AN EXAMPLE FOR OTHER COMMUNITIES TO FOLLOW

It has something for all skill levels, and is exactly the type of project, area, and advocacy that we want to get involved with. It should be an example for other communities to follow."

- Tony Hawk, Professional Skateboarder

DEW TOUR BOWL - OCEAN CITY, MD

"In addition to being a pro skater for over 20 years, I am the creative director for the Dew Tour. The Dew Tour needed a professional class competition bowl that would showcase the best of modern vert and transition skateboarding.

ONE OF THE BEST PIECES OF SKATEABLE TERRAIN EVER BUILT

The team at Spohn Ranch was able to take my ideas and deliver a finished product that was not only the world's first portable bowl, but one of the best pieces of skateable terrain ever built."

- Chris Miller, Professional Skateboarder

WASHINGTON PARK SKATEPARK - ALAMAGORDO, NM

"From the initial group meeting with the local skaters, through conceptual/final design and construction, Spohn Ranch brought their "A" game.

KNOWLEDGE AND EXPERIENCE IN THE DESIGN AND CONSTRUCTION OF SKATEPARKS IS BEYOND WORDS

Spohn Ranch's knowledge and experience in the design and construction of skateparks is beyond words. I do not hesitate in recommending Spohn Ranch to design and construct your skatepark. Spohn Ranch's attitude and passion in skateparks is so contagious that it makes everyone love the sport of skateboarding."

- Edward Balderrama, Project Manager

NIKE PARK SKATEPARK - ISLE OF WIGHT, VA

"When you are replacing a wood ramp skatepark built in the late 90's over top of a Cold War era Nike Ajax Missile Magazine on a limited budget, I cannot imagine having a better partner than Spohn Ranch. Your team at Spohn were the ultimate professionals – easy to work with, committed to delivering an excellent product, patient and extremely responsive.

CANNOT IMAGINE HAVING A BETTER PARTNER THAN SPOHN RANCH

We selected Spohn Ranch for our project after hearing from our group of children and adult skaters that all of their favorite skateparks were designed and built by Spohn. Staff and riders were not disappointed. Thank you for transforming our old wood ramp park into a skating mecca for our area."

- Mark Furlo, Director of Parks and Recreation

MILESTONE PARK SKATEPARK - SANDWICH, IL

"We recently completed the construction of our skatepark and the quality of work displayed by your company was outstanding. You showed a high degree of integrity, responsibility, professionalism and ambition. Your judgment resulted in a design that is not only logical and practical, but so unique that has left our "kids" speechless.

A STAPLE IN THE PARK & RECREATION FIELD FOR QUITE SOME TIME

Spohn Ranch has been a staple in the Park and Recreation field for quite some time, you continue to exceed expectations and your products/services would be an asset to any organization so I am pleased to give you my wholehearted endorsement."

- Sue Swithin, Director of Parks and Recreation

LATHROP SKATEPARK - LATHROP, CA

"I want to say a BIG "THANK-YOU" to you and all at Spohn Ranch, Inc. who helped to build the Lathrop Skatepark. We have been open for over a week now and everyone, skaters, parents, neighbors, City Council members, community members and recreation staff from other cities say we have one of the "sickest" parks in the Central Valley!

WITH GREAT PRIDE, I GET TO RESPOND "SPOHN RANCH BUILT OUR PARK!"

The craftsmanship is excellent and almost everyone asks' "who built this park?" Luckily, and with great pride, I get to respond, "Spohn Ranch built our park!" Skaters give me knowing nods of appreciation whenever I say that, rolling away from me knowing that the premiere skatepark building company on Planet Earth built the Lathrop Skatepark."

- Gabriel Goulart, Recreation Supervisor

EVERETT PARK SKATEPARK - NEWARK, OH

"It is with much enthusiasm that I recommend Spohn Ranch Skateparks for both design and build to anyone considering such a project. The Thomas J. Evans Foundation partnered with the City of Newark, Ohio, to bring a skatepark to our community. Our skatepark officially opened in August and we couldn't be more proud to have partnered with Spohn Ranch.

THIS PARK IS A SUCCESS BECAUSE WE STARTED WITH THE RIGHT COMPANY

We are confident when we say that this park is a success because we started with the right design and build company! We are truly grateful to Spohn Ranch for their knowledge, professionalism, passion and expertise in skateparks."

- Jennifer Roberts, Administrative Director

PLANZ PARK SKATEPARK - BAKERSFIELD, CA

"The entire team - from the designers to the on-site builders, were great to work with from start to finish. The on-site crew was professional, courteous to other staff members and informative to the public during the process. I was also impressed that the on-site crew members were also skateboarders, so they had a personal interest in the fine details.

IMPRESSED THAT THE ON-SITE CREW MEMBERS WERE ALSO SKATEBOARDERS

The proof of a great product is the user's ability to enjoy it for long periods of time, which exceeded expectations. Great company, great results and I would recommend Spohn Ranch to other communities interested in a quality skatepark, using the design-build process."

- Dianne Hoover, Recreation and Parks Director

WE SOLVED THEIR RIDDLE.
WE CAN SOLVE YOURS TOO.

SHOREVIEW COMMONS SKATEPARK – SHOREVIEW, MINNESOTA
OWNER: CITY OF SHOREVIEW
CONTACT: TERRY SCHWERM
651-490-4611 TSCHWERM@SHOREVIEWMN.GOV
SCOPE: SKATEPARK DESIGN-BUILD | COST: $350,000.00

LEGION PARK SKATEPARK - WEST DES MOINES, IOWA
OWNER: CITY OF WEST DES MOINES
CONTACT: MARCO ALVAREZ
515-222-3452 MARCO.ALVAREZ@WDM.IOWA.GOV
SCOPE: SKATEPARK DESIGN-BUILD | COST: $250,000.00

EVERETT PARK SKATEPARK - NEWARK, OHIO
OWNER: CITY OF NEWARK
CONTACT: JENNIFER ROBERTS
740-349-8276 JENNIFER@TJEVANS.ORG
SCOPE: SKATEPARK DESIGN-BUILD | COST: $770,000.00

RIVERSIDE SKATEPARK - WATERLOO, IOWA
OWNER: CITY OF WATERLOO
CONTACT: PAUL HUTING
319-291-4370 PAUL.HUTING@WATERLOO-IA.ORG
SCOPE: SKATEPARK DESIGN-BUILD | COST: $360,000.00

MILFORD SKATE PLAZA - MILFORD, MICHIGAN
OWNER: VILLAGE OF MILFORD
CONTACT: CHRISTIAN WUERTH
248-684-1515 CWUERTH@VILLAGEOFMILFORD.ORG
SCOPE: SKATEPARK DESIGN-BUILD | COST: $250,000.00

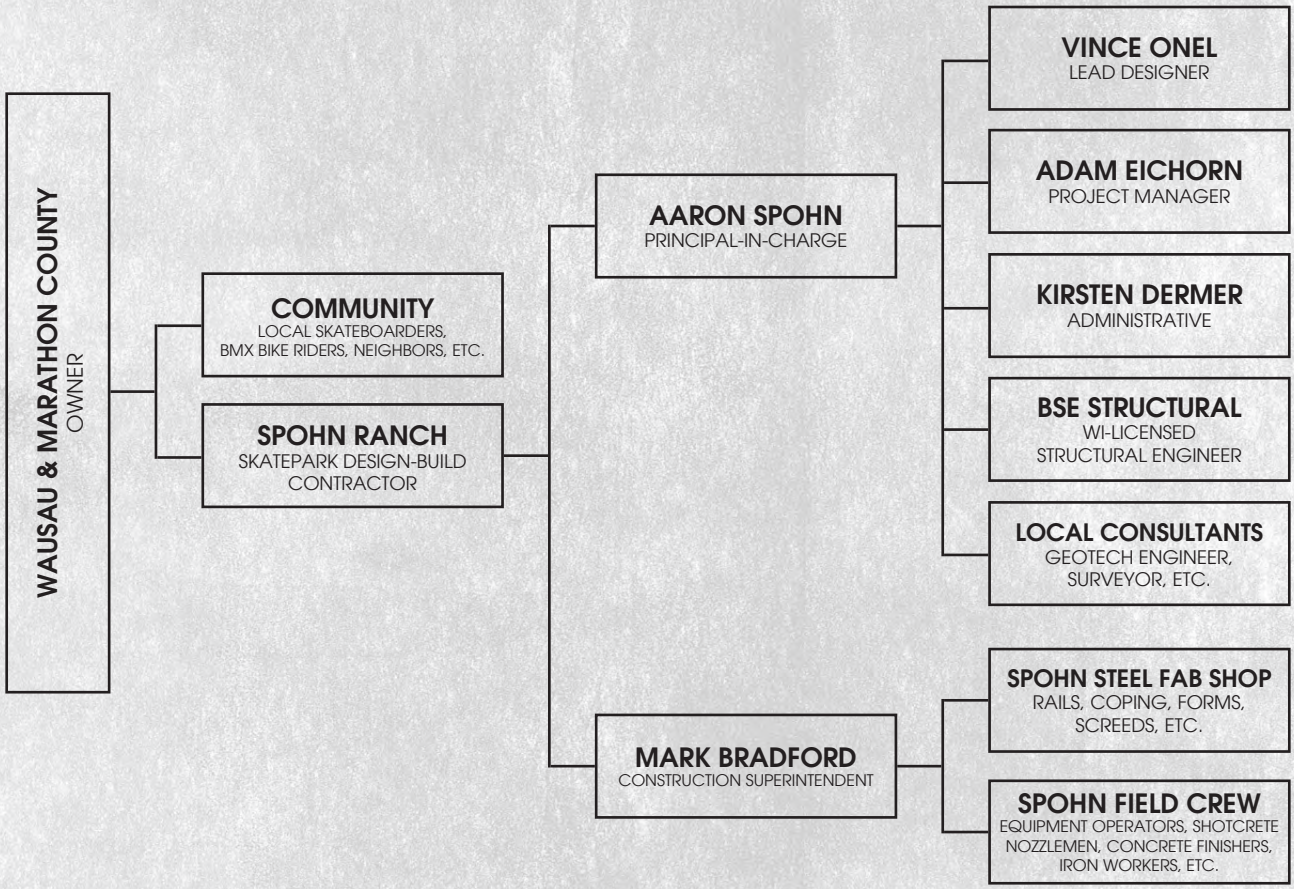
Wausau & Marathon County Parks, Recreation & Forestry

SPOHN RANCH SKATEPARKS

PROJECT TEAM

Wausau & Marathon County Parks, Recreation & Forestry

SPOHN RANCH SKATEPARKS



YOU'RE IN GOOD HANDS.

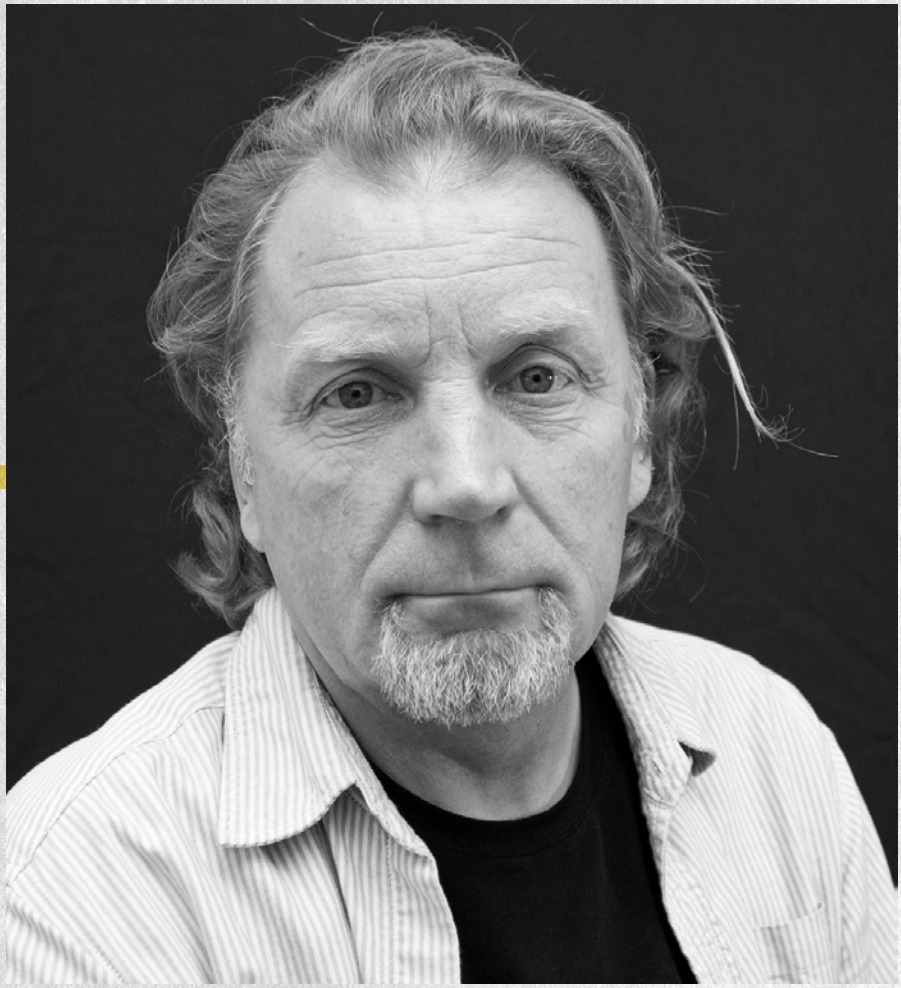
THERE ISN'T A BUILDING REQUIREMENT OR SITE CONSTRAINT OUR TEAM OF SPECIALIZED EXPERTS HASN'T SEEN. AND SOLVED.

Wausau & Marathon County Parks, Recreation & Forestry

SPOHN RANCH SKATEPARKS

AARON SPOHN

FOUNDER + PRESIDENT



SKILLS + EXPERTISE

SKATEPARK DESIGN/BUILD
CARPENTRY | CONCRETE
COMMUNITY ENGAGEMENT
MASTER-PLANNING | ASTM
SKATEPARK OPERATIONS
GOVERNMENT CONTRACTING
PROJECT MANAGEMENT

PROJECT ROLE:
Principal-in-Charge

EDUCATION:
School of Hard Knocks

EXPERIENCE:
40+ years skateboarding
25+ years in skatepark industry

ACCREDITATIONS:
National Recreation & Park Association
California Park & Recreation Society

BACKGROUND:

Aaron is the embodiment of the entrepreneurial spirit. When he used a carpentry background to start Spohn Ranch in the early '90's, he had no back-up plan – he put everything he had behind his passion for wheel sports. That passion culminated in a backyard half-pipe that not only gave birth to a community, but eventually an award-winning skatepark design-build firm.

After Aaron helped launch skateparks into the mainstream when he partnered with ESPN to develop the X-Games, Spohn Ranch's backyard roots spread globally in the form of hundreds of cutting-edge creations.

From permanent skateable landscapes to innovative installations for high-profile events, Aaron and Spohn Ranch have played an invaluable role in the exponential development of wheel sports. Hailed by insiders as a pioneer of the modern municipal skatepark, Aaron has also spent considerable effort promoting the industry as a whole and sharing his extensive knowledge – leading the ASTM committee that created safety standards for public skateparks and lecturing at parks and recreation conferences across the country.

VINCE ONEL

PRINCIPAL + DESIGN DIRECTOR

SKILLS + EXPERTISE

SKATEPARK DESIGN | AUTOCAD
LANDSCAPE ARCHITECTURE
SITE ANALYSIS | CONCRETE
GRADING & DRAINAGE | STEEL
COST ESTIMATING | SCHEDULING
GOVERNMENT CONTRACTING
PROJECT MANAGEMENT

PROJECT ROLE:
Lead Designer

EDUCATION:
Bachelor of Science,
University of Southern California

EXPERIENCE:
25+ years skateboarding
14+ years in skatepark industry

ACCREDITATIONS:
LEED Green Associate
World of Concrete (Concrete Fundamentals)

BACKGROUND:

Vince grew up in Iowa and discovered skateboarding at age 10. After years of being chased by police on the campus where his father worked as a professor, Vince joined forces with fellow Iowa City skateboarders to advocate for a public skatepark. Advocacy efforts paid off and the park was successfully constructed in 2002. Lessons learned during this effort and a passion for architecture and construction paved the way for a bachelor's degree at the University of Southern California. Since joining Spohn Ranch in 2008, Vince's AutoCAD and critical thinking skills have led interdisciplinary teams for 150+ projects across 40+ states – always focused on not only innovative design, but also steadfast schedule and budget.

HIGHLIGHTED PROJECT LIST:

- Merrill Skatepark - Merrill, Wisconsin
- Bond Park Skatepark - Janesville, Wisconsin
- Boyd Park Skatepark - Eau Claire, Wisconsin
- Bakken Park Skatepark & Pump Track - Cottage Grove, Wisconsin
- Culver Park Skatepark - Prairie Du Sac, Wisconsin
- Radtke Park Skatepark - West Allis, Wisconsin

ADAM EICHORN

DEVELOPMENT ASSOCIATE

SKILLS + EXPERTISE

SKATEPARK DESIGN | AUTOCAD
LANDSCAPE ARCHITECTURE
SITE ANALYSIS | CONCRETE
GRADING & DRAINAGE | STEEL
COST ESTIMATING | SCHEDULING
GOVERNMENT CONTRACTING
PROJECT MANAGEMENT

PROJECT ROLE:
Project Manager

EDUCATION:
School of Hard Knocks

EXPERIENCE:
30+ years skateboarding
3+ years in skatepark industry

ACCREDITATIONS:
LEED Green Associate
World of Concrete (Concrete Fundamentals)

BACKGROUND:

A Northern California native, Adam discovered skateboarding in the mid '80s and hasn't lost the fire since. In the early '00s, Adam moved to the suburbs of Chicago to pursue a career in kitchen/bath construction, acting as project manager and AutoCAD detailer for highrises across the Chicagoland area. In his free time, the self-proclaimed "skatepark nerd" and his children traveled across the Midwest in search of skateboarding terrain. Through these adventures, Adam connected with Spohn Ranch and officially joined the family in 2019 as a Development Associate – a true intersection of passion and profession. Today, Adam remains headquartered in Illinois, leaning on his construction expertise and love for skateboarding to skillfully guide Spohn Ranch's Midwest projects through the development process.

HIGHLIGHTED PROJECT LIST:

- Ed Day Memorial Skatepark - Gibson City, Illinois
- Elgin Skatepark - Elgin, Illinois
- Logan Square Skatepark - Chicago, Illinois
- Twiggs Park Skatepark - Evanston, Illinois
- Centennial Park Skatepark - Naperville, Illinois
- Rockford Skatepark - Rockford, Michigan

MARK BRADFORD

PRINCIPAL
+ VP OF CONSTRUCTION

SKILLS + EXPERTISE

LICENSED GENERAL CONTRACTOR
ACI-CERTIFIED NOZZLEMAN | OSHA
CONCRETE | GRADING & DRAINAGE
HEAVY EQUIPMENT & MACHINERY
STEEL FABRICATION | CARPENTRY
ELECTRICAL | LANDSCAPING
COST ESTIMATING | LOGISTICS

PROJECT ROLE:
Construction Superintendent

EDUCATION:
School of Hard Knocks

EXPERIENCE:
25+ years skateboarding
20+ years in skatepark industry

ACCREDITATIONS:
American Concrete Institute
American Shotcrete Association

BACKGROUND:

Mark is the most respected and in-demand construction superintendent in the skatepark industry. He has spent his entire adult life eating and breathing wheeled sports, developing an unparalleled breadth of experience. He's highly skilled in all facets of construction, from steel fab to mass grading, but is considered a concrete virtuoso with multiple certifications from the American Shotcrete Association and expert analysis featured in industry publications. Having personally executed hundreds of turnkey skatepark builds in 40+ states and 10+ countries, Mark intimately understands how to oversee construction and will settle for nothing less than his industry-defining standards.

HIGHLIGHTED PROJECT LIST:

- Milford Skatepark - Milford, Michigan
- Marquette Skate Plaza - Marquette, Michigan
- Everett Park Skatepark - Newark, Ohio
- Armada Skate & Bike Park - Armada, Michigan
- Houghton Skatepark - Houghton, Michigan
- Hessville Skatepark - Hammond, Indiana

KIRSTEN DERMER

PRINCIPAL + CEO / CFO

SKILLS + EXPERTISE

GOVERNMENT CONTRACTING
INTERSTATE COMMERCE
INSURANCE | BONDING
CERTIFIED PAYROLL | INVOICING
LICENSURE | HUMAN RESOURCES
SKATEPARK OPERATIONS
EVENT PRODUCTION | PERMITTING

PROJECT ROLE:
Administrative

EDUCATION:
Bachelor of Science,
University of California Los Angeles

EXPERIENCE:
20+ years in
skatepark industry

AFFILIATIONS:
Entrepreneurs Organization
(Los Angeles Chapter)

BACKGROUND:

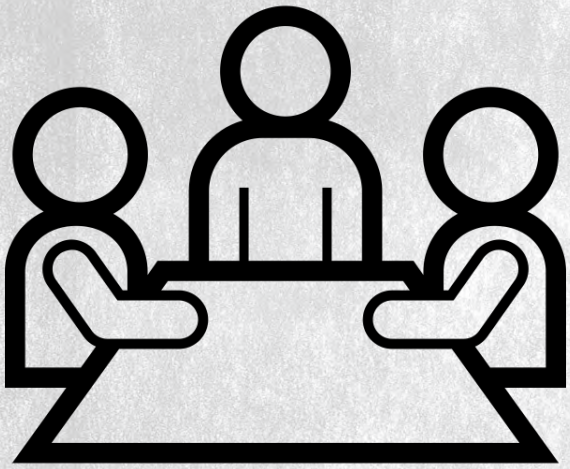
Kirsten is Los Angeles born and raised. While attending Venice High in the early '90s she and her brother Mark befriended their new neighbor Aaron Spohn, joining him in his relentless pursuit of skating and building ramps at his house. It wasn't long before that house transformed into a community dubbed "Spohn Ranch". And with innate ambition and drive, it wasn't long before Kirsten transformed from one of Aaron's first employees into the CEO that would help Spohn Ranch evolve from a small family business into an award-winning, nationwide design-build firm. A counterweight to Aaron's free-spirit, Kirsten steered the ship through good times and bad, always keeping the company on course for success. Kirsten is truly the glue that holds the company together.

Intimately involved in the wheel sports industry for 20+ years, the breadth of Kirsten's experience is vast. In addition to earning a bachelor's degree in environmental science from UCLA, she has developed expertise in every facet of skatepark design, construction and operations – with a focus on executing all financial, legal and administrative matters. This ensures our designers and builders are freed up to do what they do best.

PROJECT APPROACH

Wausau & Marathon County Parks, Recreation & Forestry

SPOHN RANCH SKATEPARKS



TASK 1.1 PROJECT KICK-OFF MEETING

Spohn Ranch and the County will kick-off the project via an in-person meeting. We will review the project goals, schedule and points of coordination. We will compile and distribute a contact sheet with contact information for all personnel who will be involved with the project.

Task 1.1 Deliverable:

- Contact Sheet (PDF)
- Meeting Minutes (PDF)

TASK 1.2 SITE WALKTHROUGH

Spohn Ranch will lead a site walkthrough with the County to review existing conditions, photograph the site and discuss opportunities and constraints.

Task 1.2 Deliverable:

- Walkthrough Minutes (PDF)

TASK 1.3 INFORMATION GATHERING & REVIEW

During the Project Kick-Off Meeting, Spohn Ranch and the County will take stock of existing site data, studies and any other information pertinent to the project and project site. We will review existing information and commission additional studies as necessary. The site information typically required to begin design work is as follows:

- Site survey (AutoCAD)
- Geotechnical report
- As-built drawings
- Any master plan design work or future improvements planned for the site
- Any local, state or federal design requirements

TASK 1.4 FACEBOOK GROUP

Spohn Ranch will create a Facebook group specific to receiving skatepark design input from local skateboarders and other project stakeholders.

- Meeting reminders
- Polls
- Design discussion
- Construction updates
- Event info – grand opening, contests, etc.

TASK 1.5 PUBLIC INPUT MEETING

Spohn Ranch will lead an in-person meeting to give a "Skateparks 101" presentation and gather preliminary design input from the community.

Task 1.5 Deliverable:

- Meeting Flyer (JPEG)
- Meeting Minutes (PDF)

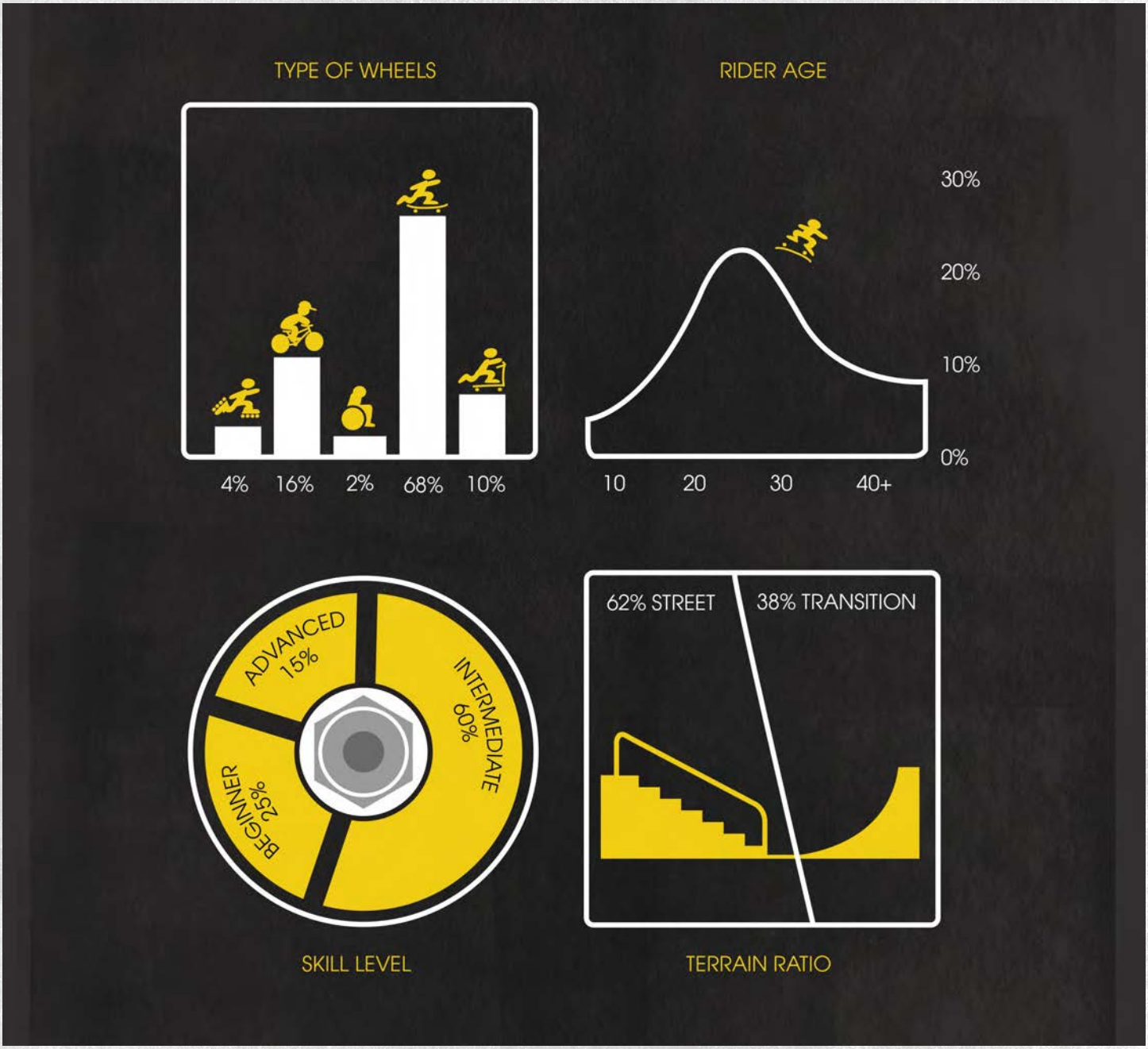
TASK 1.6 75% DESIGN DEVELOPMENT

Incorporating feedback from the Public Input Meeting and Facebook Group, Spohn Ranch will prepare 2 alternate conceptual designs. Conceptual designs will address footprint, access, circulation, spacing, elevations and terrain sections, but not detail the specific dimensions of every obstacle.

Task 1.6 Deliverable:

- 3D Renderings (JPEG)
- Labeled & Scaled Site Plans (PDF)
- Construction Cost Estimates (PDF)
- 2D Bases (AutoCAD)

SMART SKATEPARK DESIGN IS DEMOCRATIC. THE RATIO OF STREET TO TRANSITION-STYLE TERRAIN AND THE SPECTRUM OF SKILL LEVELS SHOULD COMPLEMENT THE UNIQUE MAKE-UP OF EACH COMMUNITY.



TASK 1.7 PUBLIC INPUT MEETING #2

Spohn Ranch will lead an in-person public meeting to present the alternate conceptual designs and solicit final community feedback.

Task 1.7 Deliverable:

- Meeting Flyer (JPEG)
- Meeting Minutes (PDF)

TASK 1.8 100% DESIGN DEVELOPMENT

Incorporating feedback from Public Input Meeting #2, Spohn Ranch will refine the preferred conceptual design.

Task 1.8 Deliverable:

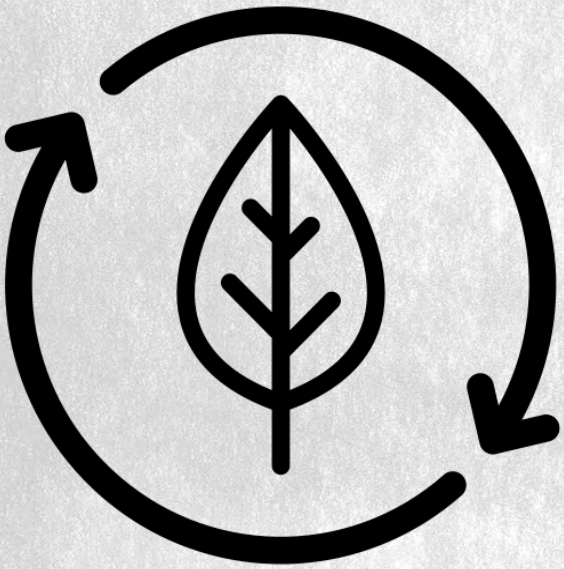
- 3D Renderings (JPEG)
- Labeled & Scaled Site Plan (PDF)
- Construction Cost Estimate (PDF)
- 2D Base (AutoCAD)

NOT JUST GREY BLOBS OF CONCRETE. COLORFUL. ARCHITECTURAL. WORKS OF ART.

THE GREATEST THREAT TO OUR PLANET IS THE BELIEF THAT SOMEONE ELSE WILL SAVE IT

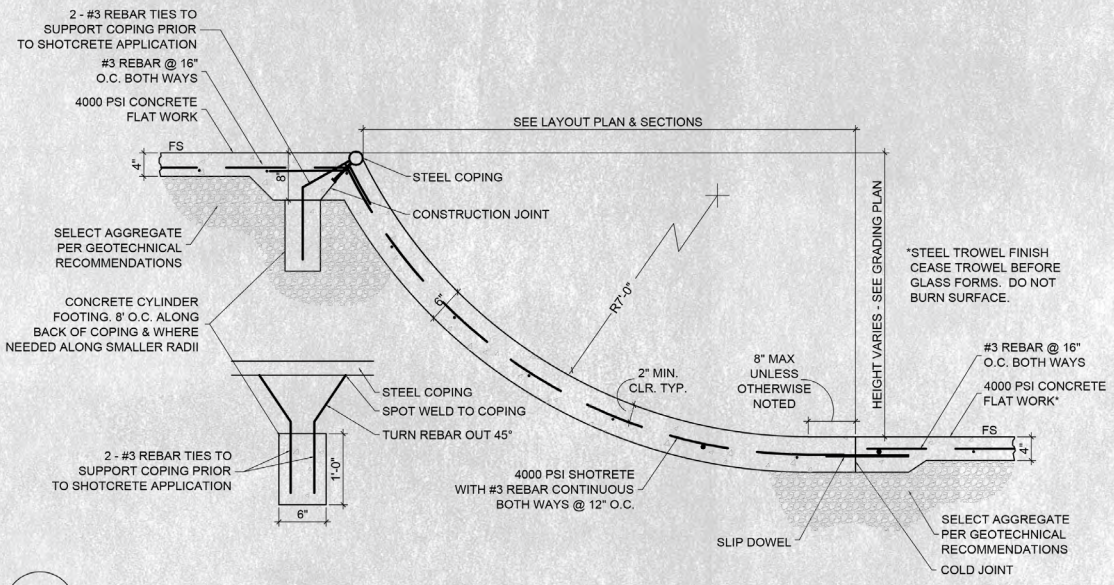
Spohn Ranch's staff, including designers certified by the U.S. Green Building Council, take great pride in our thoughtful approach to environmental responsibility. Headquartered in California, the epicenter of the "green" movement, we meet or exceed all environmental standards applicable to our work, including the California Resources Board's Diesel Emissions Regulations. Key strategies include:

- Our concrete mix design prioritizes the use of environmentally-friendly materials such as fly ash (upcycling) and natural sustainable fibers
- Promote the use of internal landscape areas (native plantings) and colored concrete to reduce heat island effect
- Promote the selection of site amenities that encourage environmental responsibility – recycling bins, bottle filling stations, bike racks, solar power elements, electric/rideshare vehicle parking, etc.
- A signature detail of a Spohn Ranch skatepark is our colorful steel forms. Not only do these forms add a modern aesthetic touch, they significantly reduce waste by leaving the form in place vs. lumber forms built from scratch in the field and thrown away after each project.
- When not using permanent steel forms, concrete forms/templates are are created from re-purposed materials, then fed into our CNC router which minimizes waste via extreme precision. Materials are efficiently shipped with minimal consumables and we routinely combine shipping for multiple projects via in-house trucking to reduce fuel/emissions
- Our default goal (and goal for this project) is to strategically design a skatepark that balances earthwork cut/fill quantities to minimize the import/export of material and reduce fuel consumption



Wausau & Marathon County Parks, Recreation & Forestry

SPOHN RANCH SKATEPARKS



20 TYPICAL TRANSITION

TASK 2.1 90% CONSTRUCTION DOCUMENTS

Upon reviewing 100% Design Development with the County, Spohn Ranch will prepare a 90% Construction Documents submittal detailing the site improvements.

Task 2.1 Deliverable:

- 90% Construction Documents (PDF, AutoCAD & Hard Copy)

- Cover Sheet
- 3D Perspective
- Site Plan
- Demolition Plan
- Utility Plan
- Grading Plan
- Steel Plan
- Layout Plan
- Jointing Plan
- Color Plan
- Landscaping Plan
- Sections
- Details
- Specifications (CSI MasterFormat)

TASK 2.2 90% CD REVIEW MEETING

The County will review the 90% Construction Documents submittal and prepare redline comments. Spohn Ranch will lead a virtual meeting with the County to review the redline comments and identify actions necessary to address the comments.

Task 2.2 Deliverable:

- Meeting Minutes (PDF)

TASK 2.3 100% CONSTRUCTION DOCUMENTS

Spohn Ranch will incorporate feedback from the 90% Construction Documents Review Meeting and finalize the 100% Construction Documents submittal. Spohn Ranch will also coordinate with the County to obtain the permits necessary for construction.

Task 2.3 Deliverable:

- 100% Construction Documents (PDF, AutoCAD & Hard Copy)
- Permits (PDF & Hard Copy)

TASK 3.1 PRE-CONSTRUCTION MEETING

At the start of construction, Spohn Ranch's Construction Superintendent will meet with the County and other project stakeholders on site to review the scope of work, schedule and points of coordination.

The Superintendent will also lead weekly on-site meetings with the County to answer questions and provide progress updates.

Task 3.1 Deliverable:

- Meeting Agenda (PDF)
- Construction Schedule (PDF)
- Meeting Minutes (PDF)

TASK 3.2 SITE PREPARATION

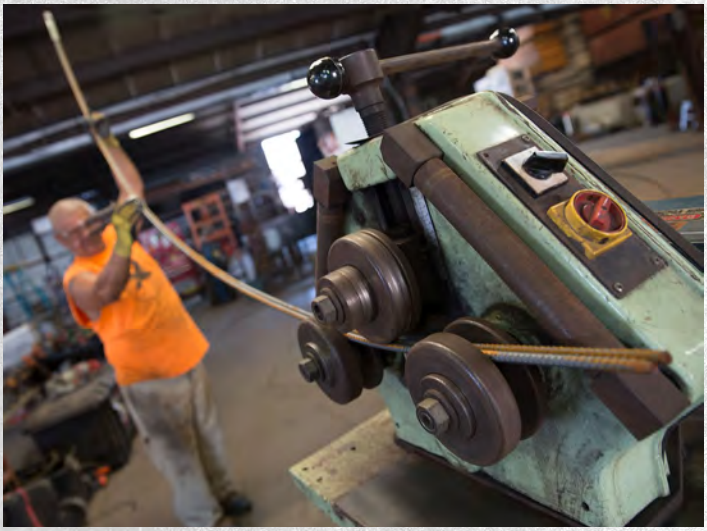
Spohn Ranch's veteran construction team will prepare the site for construction, with the first step of establishing a safe and organized job site. A typical scope is as follows, but dependent on local project requirements:

- Temporary security fencing
- Temporary BMP & erosion/sediment control measures
- Temporary dumpster & concrete wash-out
- Temporary restroom
- Stabilized construction entrance
- Temporary water & power hook-up
- Utility locates
- Site staking & layout

TASK 3.3 STEEL FABRICATION

Once construction permits are issued, certified welders and iron workers will begin fabricating the steel coping, grind rails and edge protection at Spohn Ranch's 25,000 square foot facility in City of Industry, California. The steel is then hot-dip galvanized or powder coated.

Spohn Ranch is the only skatepark builder that uses state-of-the-art CNC (Computer Numerical Control) technology to cut all screeds and forming lumber, ensuring the exact radii, angles and dimensions specified in the construction documents.



TASK 3.4 DRAINAGE & EARTHWORK

With the construction site established, Spohn Ranch will clear the site, then install utilities including the drainage system.

When trenches are backfilled and compacted and utility lines are stubbed out for future connections, Spohn Ranch will then contour the skateable terrain.

Spohn Ranch will coordinate compaction testing as necessary.

- Demolition, clearing and grubbing
- Rough grading
- Excavation
- Moisture-condition and compact subgrade
- Import/export fill material
- Fine grading
- Trenching
- Utility installation

TASK 3.5 FORMING, REBAR & STEEL INSTALL

With utilities and earthwork substantially complete, Spohn Ranch will prepare the skateable terrain for concrete by executing the installation of forms, reinforcing steel and steel coping, grind rails and edge protection. Spohn Ranch will coordinate inspections for forming and rebar as necessary.

TASK 3.6 PLACE CONCRETE/SHOTCRETE

Spohn Ranch's ACI-certified shotcrete nozzlemen will lead our team in shooting and placing concrete to bring the various sections of terrain to life. Our specialty concrete mix design will be refined as we develop a better understanding of the site's soil conditions and collaborate with a local ready mixed concrete plant. Spohn Ranch will coordinate concrete testing as necessary.

CARVING CORNERS.
NOT CUTTING THEM.

TASK 3.7 DETAIL WORK, PUNCH LIST & CLEAN-UP

After a methodical concrete curing process, Spohn Ranch will execute the final detail work including landscaping, caulking and power-washing.

Upon substantial completion, Spohn Ranch will conduct a walkthrough with the County to identify final punch list items. When the final punch list items are addressed, we will clean up the site and de-mobilize. Lastly, we will lead an educational training session with the County to review maintenance/inspection guidelines.

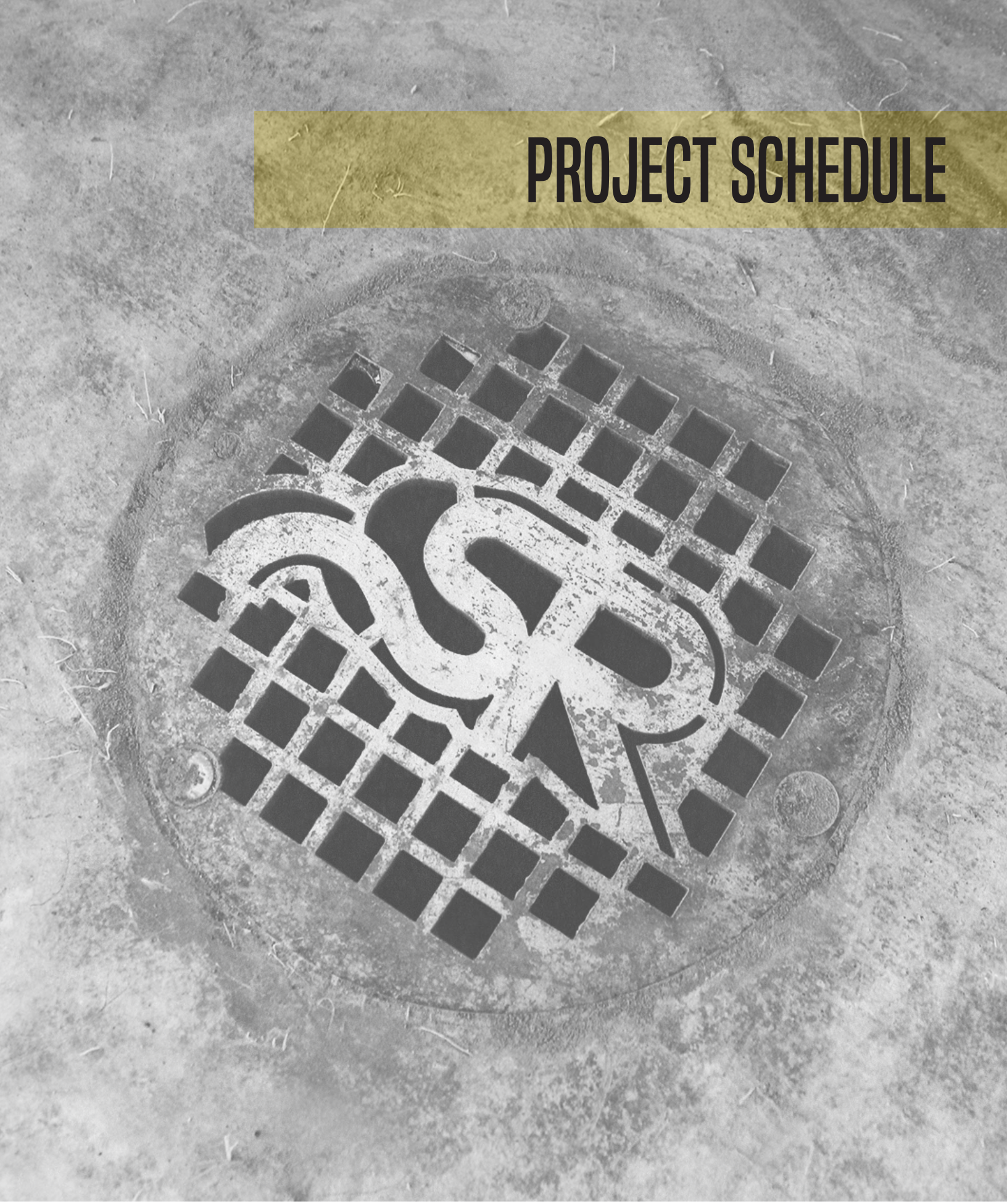
TASK 3.8 PROJECT CLOSE-OUT

Upon the County issuing a substantial completion notice, Spohn Ranch will execute the final paperwork and submit project close out deliverables.

Task 3.8 Deliverable:

- Owner's Manual (PDF)
- Warranty (PDF)
- As-Built Drawings (PDF, AutoCAD & Hard Copy)

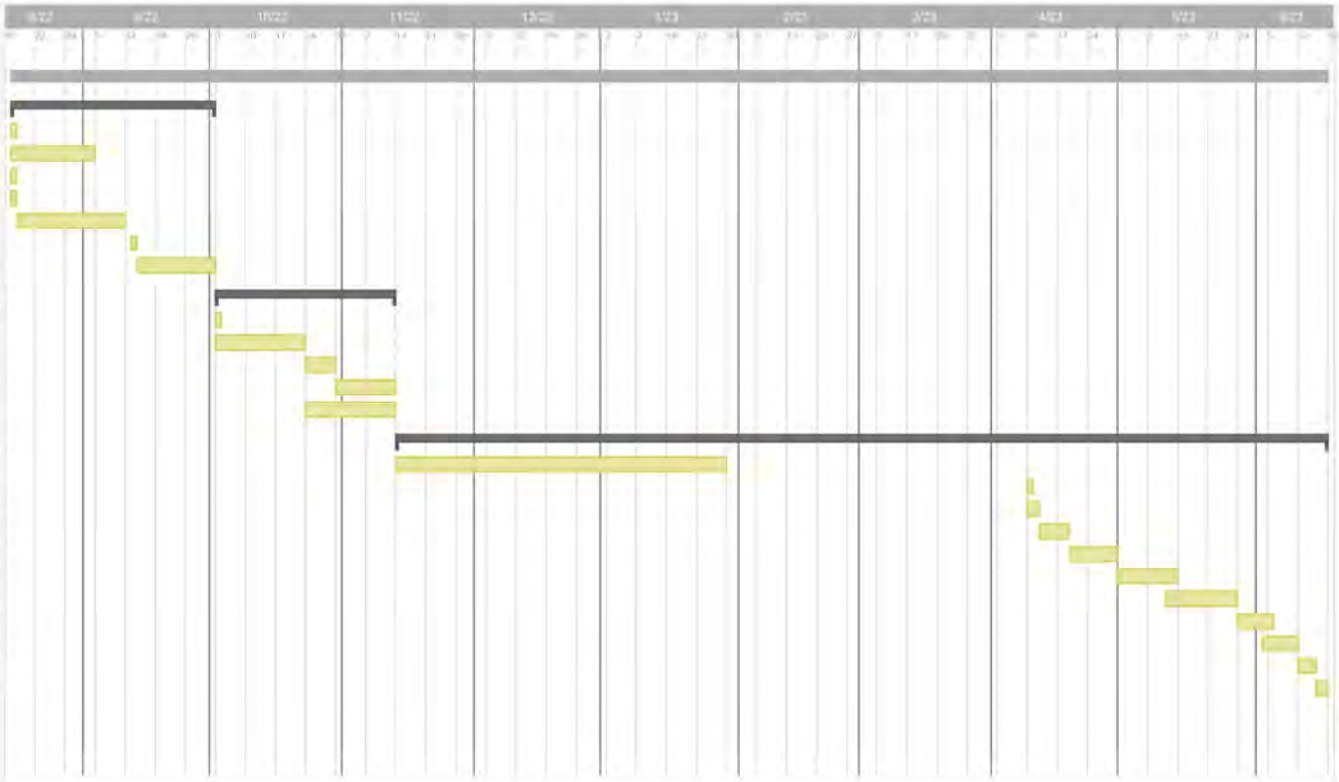
PROJECT SCHEDULE



Wausau & Marathon County Parks, Recreation & Forestry

SPOHN RANCH SKATEPARKS

Oak Island Skatepark	start	end
Phase 1 - Design Development	**08/16/22**	**09/30/22**
Project Kick-Off Meeting	08/16	08/16
Info Gathering/Review	08/16	09/02
Site Walkthrough	08/16	08/16
Public Input Meeting #1	08/16	08/16
75% Design Development	08/17	09/09
Public Input Meeting #2	09/13	09/13
100% Design Development	09/14	09/30
Phase 2 - Construction Documents	**10/03/22**	**11/11/22**
CD Kick-Off Meeting	10/03	10/03
90% Construction Documents	10/03	10/21
90% CD Review	10/24	10/28
100% Construction Documents	10/31	11/11
Permitting	10/24	11/11
Phase 3 - Construction	**11/14/22**	**06/16/23**
Steel Fabrication	11/14	01/27
Pre-Construction Meeting	04/10	04/10
Site Preparation	04/10	04/11
Utilities	04/12	04/18
Earthwork	04/19	04/28
Elements - Form/Rebar/Steel Install	05/01	05/12
Elements - Place/Shoot Concrete	05/11	05/26
Floors/Decks - Form/Rebar Install	05/29	06/05
Floors/Decks - Place Concrete	06/02	06/09
Detail Work	06/12	06/14
Punch List & Clean-Up	06/15	06/16



Wausau & Marathon County Parks, Recreation & Forestry

SPOHN RANCH SKATEPARKS

WARRANTY

Wausau & Marathon County Parks, Recreation & Forestry

SPOHN RANCH SKATEPARKS

Spohn Ranch provides the following limited warranties effective upon the date of substantial completion of the project or first use by Client. Spohn Ranch makes no other representation or warranty, whether implied or express, of merchantability, fitness for a particular purpose, or any other type or kind.

CAST-IN-PLACE CONCRETE: 1-YEAR MATERIALS & WORKMANSHIP WARRANTY
PRECAST CONCRETE: 5-YEAR MATERIALS & WORKMANSHIP WARRANTY

Any material or work that is vandalized, destroyed or suffers damage from abuse (including use of salt), neglect, or Acts of God, is exempt from any warranty claims under this guarantee. Normal wear and tear, normal cracking (cracks less than 3/16" wide) and other issues related to the nature of precast and cast-in-place concrete are excluded from this warranty. These issues include, but are not limited to, fading, weathering, shrinkage and scratching.

Spohn Ranch shall determine the validity of any warranty claim subject to its absolute and sole discretion. Client shall be provided written notice of any claim under this guarantee, including photographs and provision of all relevant information as soon as practicable, but in no event more than two business days' of discovery. Notice must be provided to Spohn within the warranty period. Client's continued use of any concrete after submission of a warranty claim shall void the claim. Any modifications, alterations, substitutions, repairs, or attempted repairs by persons other than Spohn Ranch void this warranty. Client's failure to allow sufficient cure time before first use voids this warranty.

Spohn shall commence warranty repairs within a reasonable time after Spohn determines that a warranty claim is valid. Spohn reserves the right to visually inspect any claimed issue. Client agrees to cooperate fully with Spohn in its investigation in all material ways.

The warranty stated above is valid only if the improvements have been maintained and inspected in accordance with Spohn Ranch, Inc. instructions, and have been subjected to normal use for the purpose for which the improvements were designed. All disputes related to warranty claims are subject to the arbitration provisions set forth in Spohn's Terms and Conditions and/or any contract between the parties. This warranty is exclusive of all other warranties, expressed or implied, including warranties of fitness for a particular purpose and merchantability, which are specifically disclaimed. Repair is Client's exclusive remedy under this transaction.

SUPPORT BEYOND THE GRAND OPENING

5 YEARS OF ANNUAL INSPECTIONS AT NO ADDITIONAL COST

As our past clients can attest, our custom service is so exceptional because as skateboarders and wheel sports athletes ourselves, we are so passionate about our work. These aren't just projects and paychecks. We consider each Spohn Ranch skatepark a one-of-a-kind work of art. We develop an intimate understanding of the community and establish close relationships with local skateboarders and wheel sports athletes that extend far beyond the life of the contract.

Additionally, given the proximity of Spohn Ranch's staff based in the Midwest, we are also including five years of annual inspections at no extra cost to the County.

As the County knows, skateboarding is a high-impact activity. Frequent and thorough check-ups will help minimize any potential safety or maintenance issues. Spohn Ranch will schedule site visits with County staff once every year for the next five years.

FEE PROPOSAL

OAK ISLAND SKATEPARK PROFESSIONAL DESIGN-BUILD SERVICES

Wausau & Marathon County Parks, Recreation & Forestry

SPOHN RANCH SKATEPARKS

FEE PROPOSAL

OAK ISLAND SKATEPARK
WAUSAU & MARATHON COUNTY
WAUSAU, WISCONSIN
AUGUST 31, 2022

SPOHN RANCH, INC.
P 626-330-5803
F 626-330-5503
W SPOHNRANCH.COM
E INFO@SPOHNRANCH
6824 S CENTINELA AVE.
LOS ANGELES, CA 90230

LET'S ROLL.

POSITION:	HOURLY RATE:	ESTIMATED HOURS:	ESTIMATED FEE:
PHASE 1 – DESIGN DEVELOPMENT			
PRINCIPAL	$150.00	10	$1,500.00
PROJECT MANAGER	$100.00	20	$2,000.00
DESIGNER	$125.00	40	$5,000.00
DRAFTER	$75.00	20	$1,500.00
RENDERING ARTIST	$75.00	10	$750.00
ESTIMATOR	$75.00	10	$750.00
PHASE 2 – CONSTRUCTION DOCUMENTS			
PRINCIPAL	$150.00	5	$750.00
PROJECT MANAGER	$100.00	20	$2,000.00
DESIGNER	$125.00	20	$2,500.00
DRAFTER	$75.00	50	$3,750.00
STRUCTURAL ENGINEER	$200.00	10	$2,000.00
PHASE 3 – BID & CONSTRUCTION OVERSIGHT			
PRINCIPAL	$150.00	10	$1,500.00
PROJECT MANAGER	$100.00	45	$4,500.00
ADMINISTRATIVE	$50.00	10	$500.00
SUB-TOTAL			$29,000.00
ESTIMATED REIMBURSABLES + 10% MARK-UP			$3,500.00
NOT-TO-EXCEED GRAND TOTAL			**$32,500.00**

MISC. QUESTIONS

1. WHAT ESSENTIAL COMPONENTS SHOULD A SKATEPARK HAVE?

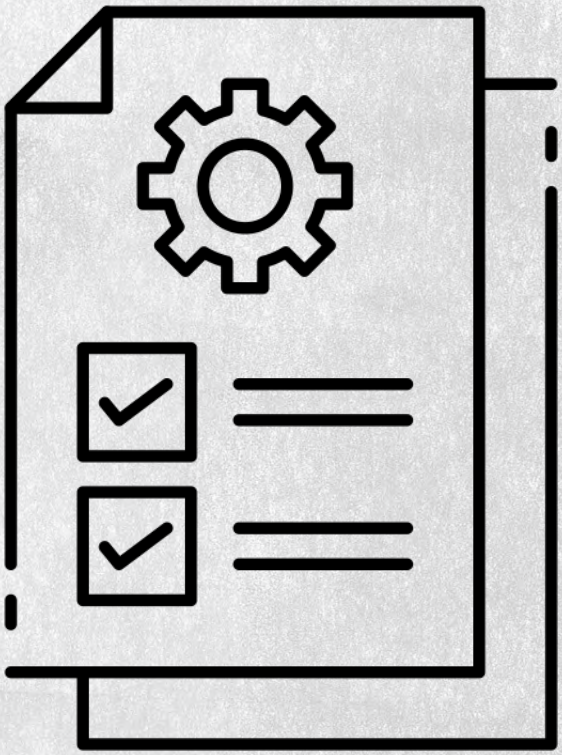
Successful skatepark design skillfully balances the unique conditions of the site with the needs of three distinct groups – the government, the community and the users. Striking that balance begins with a thorough information gathering process.

Through the lens of three decades of skatepark construction experience, we first analyze the site's topography, soil composition, drainage conditions, adjacent uses and legal requirements. Exhaustive upfront planning ensures responsible design work and helps us avoid surprises down the road that cost both time and money.

Once we develop an intimate understanding of our canvas, we engage in a robust community engagement process. Public design workshops, polling software and modern social media tools reveal the community's goals and directly shape our vision for the project.

- **Flow.** It is critically important that the skatepark's various components are thoughtfully spaced and laid out to promote good flow. Not only should the components be interconnected, allowing multiple trick sequences, they should also be arranged to avoid dead ends and a "crash up derby" effect. Skateparks are inherently chaotic, but good flow can help control the chaos.
- **Variety - Skill Level.** A high-quality skatepark accommodates the full spectrum of skill levels – beginner, intermediate and advanced. Components with varying degrees of difficulty ensure no one feels excluded, whether you're a novice rider just getting the hang of riding and balancing or you're an advanced rider hungry to progress your skills.
- **Variety - Terrain Style.** Revealed during the public engagement process, the ratio of street to transition-style terrain should complement the unique make-up of each community. Whether it's a 50/50 split between street-inspired elements like steps and railings and pool-inspired elements like bowls and snake runs or a primarily street-focused skatepark at 80/20, it's important that the balance matches the community's preferences.
- **Site Amenities.** When funding and space allow, ideally the skatepark is enhanced and supported by site amenities including seating, shade, lighting, bike racks and a drinking fountain. Important for both wheel sports athletes and spectators, key site amenities can take the skatepark to the next level and create a vibrant community gathering space.

2. AS AN OUT-OF-STATE COMPANY, HOW WOULD QUALITY CONTROL BE MAINTAINED DURING CONSTRUCTION?



SPOHN RANCH + CLIENT

- PROJECT CHECKLIST
- METICULOUS INFO GATHERING
- DEFINED TASKS + DELIVERABLES
- DROPBOX + TEAM GANTT
- REGULAR QC TESTING
- PUNCH LIST WALKTHROUGH

SPOHN RANCH INTERNAL

- CLEAR CHAIN OF COMMAND
- PRE-DESIGN MEETING
- DESIGN REVIEW MEETINGS
- CONSTRUCTION HANDOFF MEETING
- ONGOING FEEDBACK LOOP
- AFTER-ACTION MEETINGS

Spohn Ranch projects are managed by seasoned experts with decades of experience navigating complex projects, leading interdisciplinary teams and using critical-thinking skills to address unique challenges.

Our Construction Superintendent Mark Bradford will be on site for the entire duration of construction. As Co-Owner of Spohn Ranch, Mark has the the authority and personal commitment to ensure quality control is maintained.

As shown in our organization chart, a clear chain of command and division of responsibilities sets the stage for success and provides a safety net that guarantees information never slips through the cracks. At the start of project we'll launch an online portal for the project accessible by project team members and client staff. The portal will provide a server for all project files and include a project schedule that tracks progress and identifies key milestones. Prior to the construction phase, Spohn Ranch will submit our standard QC Master Plan for material testing. We'll cross reference it with the client's standards and refine it as necessary. During construction, we will comply with or exceed all testing requirements.

PROPOSAL FORM

OAK ISLAND SKATEPARK PROFESSIONAL DESIGN-BUILD SERVICES

Wausau & Marathon County Parks, Recreation & Forestry

SPOHN RANCH SKATEPARKS

PROPOSAL FORM
DESIGN/BUILD OAK ISLAND SKATEBOARD PARK
WAUSAU AND MARATHON COUNTY
PARKS, RECREATION AND FORESTRY DEPARTMENT

Having carefully examined the accompanying specifications, and having understood that the Wausau and Marathon County Parks, Recreation and Forestry Department reserves the right to reject any or all proposals, or parts thereof, and to award to the bidder who in the judgment of the Department will best serve the Wausau and Marathon County Parks, Recreation and Forestry Department; the undersigned proposes to furnish all tasks and materials indicated on the specifications for the sum of:

I. Design and construction preparation of the Oak Island Skateboard Park

$ 300,000.00 Write Out Three hundred thousand and no/100 dollars

I/we understand this proposal is good for ninety (90) days and if accepted by the Wausau and Marathon County Parks, Recreation and Forestry Department will be used as the basis for a contract for the work covered within the specifications.

Company Name: Spohn Ranch, Inc.

Address: 6824 S. Centinela Avenue, Los Angeles, CA 90230

Phone Number: 626-330-5803

E-Mail: kirsten@spohnranch.com

Name/Title: Kirsten Dermer, CEO
(Type or Print)

Signature: Date: 6/30/22

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE			
Approving agreement for Urban Search and Rescue Emergency Response Services with the State of Wisconsin			
Committee Action:	Approved 5-0		
Fiscal Impact:	Reimbursement from the State		
File Number:	22-0907	**Date Introduced:**	September 13, 2022

RESOLUTION

WHEREAS, the State of Wisconsin has recently established a FEMA Type III Urban Search and Rescue ("USAR") team that consists of 85 members; and

WHEREAS, the State of Wisconsin's goal is to become a FEMA Type I team with 240 members within the next two years, and

WHEREAS, this goal has opened an oppurtinuty for additional fire deparments to become apart of this team and supply firefighters to be trained as USAR Rescue Technicians; and

WHEREAS, the Wausau Fire Department has been offered the opportunity to join this team to supply fire fighters trained as USAR rescue technicians and serve on the team; and

WHEREAS, this will greatly benefit the Wausau Fire Department and the citizens of Wausau by being able to train Wausau fire fighters to a high level in search and rescue tasks; and

WHEREAS, the State of Wisconsin will reimburse the City for all training and deployment of services at $55/hour; and

WHEREAS, this agreement between the City of Wausau and State of Wisconsin is for the term of April 1, 2022 through June 30, 2024; and

WHEREAS, your Public Health and Safety Committee, at their August 15, 2022 meeting, recommended approval of 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 the agreement for Urban Search and Rescue Emergency Response Services for April 1, 2022 through June 30, 2024, a copy of which is attached hereto and incorporated herein by reference.

Approved:

_____

Katie Rosenberg, Mayor

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, August 15, 2022, at 5:15 pm, (Council Chambers)
Members Present: Lisa Rasmussen, Chad Henke, Doug Diny, Lou Larson, Becky McElhaney
Others Present: Nathan Miller, Robert Barteck, Ben Bliven, Jeremy Kopp, Kaitlyn Bernarde, Mary Goede, Katie Rosenberg, Phil Rentmeester

Discussion and possible action on Wausau Fire Department contracting with the Wisconsin Emergency Management for involvement in Task Force-One

Chief Robert Barteck stated we have already entered into a agreement with the State of Wisconsin for our Regional Hazardous Materials Response Team (HAZMAT). This has allowed us to keep a very high-end Type 2 HAZMAT in our own community, funded mostly by the state. The Wisconsin Department of Military Affairs, the division of Emergency Management, has been trying to stand up an Urban Search and Rescue Task Force Team for a number of years. This is a team specialized in all the high-end technical rescue disciplines that are needed in large disasters, such as 9/11. The state developed and deployed an Urban Search & Rescue Team in 2014 but didn't have a supply of steady funding for the team so it went away in 2019 and all the equipment sat at Volk Field. This team has been stood back up the state which wants to see it go from 85-person Type 3 team to a full FEMA deployable Type 1 team, the largest team available in the country, which would be 240 members strong.

Barteck explained they have 11 original Wisconsin Fire Departments that are supplying firefighters. The Fire Departments supply the labor and the state supplies the training to make specialized urban search and rescue technicians. In order to get to 240, they are requesting Fire Departments in the state to join in. He indicated we have an opportunity to have some Wausau firefights be trained and become a part of Wisconsin Task Force One. The state will supply funds for back filling our employees at a rate of $55 per hour to cover overtime. He indicated this would most likely be six to eight of our firefighters, including our Division Chief.

Motion by Larson, second by Diny to approve the participation in Task Force-One. Motion carried 5-0.

Wausau Fire Department
606 East Thomas Street
Wausau, WI 54403
Telephone (715) 261-7900
Fax (715) 261-7910

Katie Rosenberg, Mayor

Robert Barteck, Fire Chief

TO: Public Health and Safety Committee

FROM: Robert Barteck – City of Wausau Fire Department, Fire Chief RB

DATE: August 10, 2022

SUBJECT: Wisconsin Task Force One

Purpose:

To discuss the Wausau Fire Department joining Wisconsin Task Force One Team (WI TF-1). WI TF-1 is a FEMA Type III All Hazards Urban Search and Rescue Team comprised of rescue technicians from multiple fire departments across Wisconsin.

Recommendation:

It is recommended that you approve the Wausau Fire Department to enter into an agreement with the State of Wisconsin to join the Wisconsin Task Force One Urban Search and Rescue Team.

Facts and Considerations:

Background:
In 2005 Wisconsin received federal post-9/11 funds to establish an Urban Search and Rescue (USAR) Team with collapse rescue capabilities. A plan was formed to utilize firefighters from Wisconsin and train them in all the different technical rescue disciplines to create a unique USAR Team for Wisconsin. The Regional All Climate Training Center (REACT) was built at Volk field that became the center of training and deployment operations. After years of development, the WI TF-1 became fully deployable in 2014. A lack of a steady funding source led to the team's closure in 2019.

The Wisconsin State Fire Chiefs lobbied heavily for the State to establish a funding source in the annual budget and get the team up and running again. That legislation was passed in 2021, and the team has been reestablished with members from the original 11 fire departments that were a part of the team. WI TF-1 is currently a FEMA Type III USAR team with 85 members. The team has set a goal of becoming a FEMA Type I team with 240 members in the next two years.

This has opened an opportunity for additional fire departments to become a part of WI TF-1 and supply firefighters to be trained as USAR Rescue Technicians. The two attached documents provide the details to municipalities considering joining the agreement with the State to supply firefighters trained as USAR Rescue Technicians.

Wausau Fire Department

606 East Thomas Street
Wausau, WI 54403
Telephone (715) 261-7900
Fax (715) 261-7910

Katie Rosenberg, Mayor

Robert Barteck, Fire Chief

Discussion:

Wausau Fire Department has been offered the opportunity to join the agreement with the State of Wisconsin to supply firefighters trained as USAR rescue technicians and serve on WI TF-1. This is a unique opportunity to introduce some of our staff to a high level that could benefit the Wausau community through greater preparedness and response. The State of Wisconsin will provide the training and pay the costs for staff time and pay for responders during responses. This will include Worker's Compensation Insurance during training and deployment. The chart below summarizes the reimbursement details.

Reimbursements

- All Training is reimbursed at $55/hour for hours training attended.
- Deployments are portal to portal at actual labor cost including benefits.
- Individual labor contacts are managed by participating agencies.
- Work Comp is assumed by the State during events.
- MOU is set for 2-year period and can not be changed.

(All items are included in MOU)

Rational:

This is similar to our agreement with the State of Wisconsin to provide the region with a Type II Hazardous Materials Response Team. The state funding for the HazMat Team has positively affected the Wausau Community by having the regional team right in our City with swift response time and a robust array of capabilities to protect and enhance the community.

Joining other fire departments across the state to create this unique and much-needed resource aligns with the Wausau Fire Department's mission to provide rapids emergency response to protect and enhance the community.

We expect several of our firefighters to be interested in joining WI TF-1. We do not have a minimum or maximum number selected yet. The WI TF-1 leadership is spreading the participation across many departments to not overextend a single department. When a large-scale disaster occurs the WI TF-1 members can deploy for up to 14 days. By keeping the numbers from each participating department low no single department bears more of a burden than another.

Wausau Fire Department

606 East Thomas Street
Wausau, WI 54403
Telephone (715) 261-7900
Fax (715) 261-7910

Katie Rosenberg, Mayor

Robert Barteck, Fire Chief

Impact:

This will positively impact the Wausau Fire Department and the Wausau community. Currently, no Wausau firefighters are trained in all of the rescue disciplines under the USAR training umbrella. Having local firefighters trained in USAR better prepare the community for a large-scale disaster. When a disaster occurs, we are in a stronger position to respond by having members who serve on the WI TF-1 team that will be called to help.

Below is a chart summarizing the training requirements for members of WI TF-1.

Expectations of Members

- Training Requirements
  - Initial Training
    - Rope 1 – **60** hours (includes Chapter 5)
    - Ropes 2 – **42** hours
    - Confined Space 1&2 – **76** hours
    - Trench 1&2 - **36** hours
    - Structural Collapse 1 – **46** hours
    - Structural Collapse 2 – **46** hours
    - Water Rescue
      - Rescue Swimmer – **50** hours
      - Boat Operator – **40** hours

As the WI- TF-1 USAR Team grows there will likely be new opportunities that will open for participating fire departments. It would be advantageous for us to be in a position on the team when those opportunities open.

Coordination:

The City Attorney's Office is reviewing the contract before agreeing we will agree to the terms. We will also coordinate with the Finance Director to develop a process for the quarterly reimbursement payments.

Drafted by Robert Barteck, Fire Chief

CC: Mayor Rosenberg and City Attorney Anne Jacobson

Wisconsin Task Force One (WI-TF1)
Member Requirement Overview

WI-TF1 has the responsibility and goal to stand up a multi-hazard Urban Search and Rescue Team designed to deploy both In and Out of state when requested to respond to emergencies and disasters. The team must be deployable to these emergencies and the deployments can vary in duration from hours to 14 days. In order to meet the deployable model members need to be trained to the technician level in the core disciplines and have the ability to deploy for up to 14 days. Notification of deployments come on an emergency basis and members must be able to respond on short notice.

Members:

1. WI-TF1 Members must be currently affiliated with a Fire Department, be a REACT employee, or have specialized expertise necessary to the team.
2. Members are required to meet all WI-TF1 initial training, annual training and attendance requirements (see below).
3. Members must be deployable within 18 months of initial start date (Exceptions may be granted based on training availability).
4. Members are subject to any applicable NFPA standards. Each participant must meet the medical/fitness standards mutually agreed upon by the Division and Participating Agency and not have any medical condition or disability that will prevent performance of the duties of the Task Force position he/she occupies.
5. Additional medical procedures or steps may be necessary for deployments
6. Members must begin by meeting the Emergency Management Accreditation Program(EMAP) standards for Urban Search and Rescue (pp 3-5 of this document)

Validations

1. Members previously rostered who are re-rostered as of June 1, 2022, that received their training through REACT can be validated through a refresher class and skills validation offered at REACT by WI-TF1 approved instructors.
2. New Members with Pro Board or IFSAC or other validated training will have their skills validated at upcoming training sessions by WI-TF1 approved instructors.
3. Certification classes will be offered through WI-TF1 for those who do not hold certifications in the core disciplines or need a complete refresher course.

Training: (Core and Additional Courses offered at REACT through WI-TF1)

1. WI-TF1 current training requirements are completion of a course to the technician level for the following Core Disciplines (to be deployable)
   a. Ropes 1&2 (7 Day course)
   b. Structural Collapse 1&2 (7 Day Course)
   c. Trench Rescue (30 Hours)
   d. Confined space (32 Hours)
   e. Swift Water Rescuer (30 Hours)
   f. Swift Water Boat Operator (20 Hours)
   g. ICS 100, 200, 700, 800
   i. ICS 300, 400 Optional but Preferred

2. Additional Training encouraged for Members
   a. Heavy Equipment and Rigging Specialist (40 Hours)
   b. Specialty specific training (class time varies by position)
      i. Task Force Leader, Assistant Task Force Leader, Team Manager (Search, Rescue, Hazmat, Logistics, Planning, Medical, Safety Officer)
      ii. Some specialty positions have pre-requirements
         i.e. Med specialist requires current paramedic license
   c. Other classes offered by WI-TF1 as appropriate

Definitions – Four (4) main trainings/exercises per year

1. Operational Readiness Exercises (ORE) – This is an annual exercises that can last up to 72 hours. Exercises will be deployment focused to ensure that the team is continuously ready to respond.

2. Full Team Training (FTT) - This is a 3 times per year skill day that is designed to be up to 10 hours in duration. The main focus of the Full Team Training is skill based to include refreshers, equipment maintenance, new equipment roll out, policy/procedure updates, classes and other items as necessary

Attendance (Members must meet both 1 & 2)

1. Members are required to attend and complete 1 out of 2 ORE's during a 2 year period

   AND

2. Members are required to attend and complete 2 out of 3 FTT's annually

Urban Search and Rescue Standard

Chapter 1: Administration

1.1 Purpose. The *Urban Search and Rescue Standard* establishes the minimum acceptable performance criteria for the administration, operations, and logistical readiness elements required of an US&R Resource. The Standard is intended to be fair and equitable for all who choose to adopt it and provide a foundation of sound practices in the performance of the US&R mission.

1.2 Application. This Standard applies to any organization having a US&R capability seeking alignment with the US&R Resource readiness requirements and those US&R Resources seeking to enhance their capability through the application of a recognized assessment standard for certification and validation.

Chapter 2: Definitions

2.1 Activated or Activation. The status of the US&R Resource placed at the direction, control, and funding of the requesting authority in response to or in anticipation of, a response.

2.2 Activation Order. The Authority Having Jurisdiction communication placing the US&R Resources under the direction, control, and funding of the requesting authority.

2.3 Advisory. A notification issued for information purposes only and does not require formal action. It provides a means for sharing information concerning events that could develop into a disaster situation.

2.4 Alert (Alert Order). The Alert or Alert Order is issued when an event has occurred or is imminent that may require the response of US&R assets. Additionally, US&R Resources may be notified/advised to standby for deployment, in a timely manner.

2.5 Applicant. An US&R Resource that seeks to fulfill the requirements for certification and has submitted a certification application.

2.6 Authority Having Jurisdiction (AHJ). An organization, office, or individual having statutory responsibility for enforcing the requirements of a code or standard, or for approving equipment, materials, and installation or a procedure. The AHJ serves as the US&R oversight for the local, tribal, territorial, regional, state, federal, national, international, non- governmental, and private sector US&R Resource. The AHJ has responsibility for preparedness, response, and recovery based upon applicable laws, statutes, ordinances and/or authorities.

2.7 **Cooperative Agreement.** A legal instrument between local, state, tribal, or federal agencies and the Sponsoring Agency that provides funds to accomplish a public purpose.

2.8 **Disaster Search Canine.** A dog that has successfully completed a FEMA US&R Canine Search Team Certification Evaluation (CSTCE), State US&R Alliance (SUSAR) CSTCE, or equivalent.

GENERAL TRAINING REQUIREMENTS

Each individual participating in the Urban Search & Rescue Resource shall:

- Complete Critical Incident Stress Awareness training;
- Complete the FEMA IS-100, IS-200, IS-700, and IS-800B online training in accordance with the NIMS Training Program;
- Complete their jurisdictional US&R Response System/Team Orientation;
- Complete the initial First Responder Operations Level for Hazardous Materials training as per OSHA 29 CFR, 1910.120;
  - Complete annual refresher training as required for First Responder Operations Level for Hazardous Materials as per OSHA 29 CFR, 1910.120;
- Be currently certified in Cardiopulmonary Resuscitation (persons currently licensed or certified as EMT (all levels) and licensed Board-Certified Emergency Physicians inherently meet this requirement);
- Complete the Respiratory Protection training as per OSHA 29 CFR 1910.134(k).
  - Complete refresher training as required for respiratory protection training as per OSHA 29 CFR 1910.134(k)
  - Have successfully completed an annual quantitative respiratory protection fit test required as per 29 CFR 1910.134 App. A;
- Complete the NFPA 1670 Awareness Level training for:
  - confined space rescue operations;
  - water rescue operations; and
  - structural collapse operations.
- Complete the Blood-borne Pathogen training as per OSHA 29 CFR 1910.1030;
- Complete the FEMA National US&R Response System US&R WMD Enhanced Operations course, or equivalent; and
- Complete the FEMA National US&R Response System GPS Awareness Level course, or equivalent.

Technical Rescue Skill Sets:

The Technical Rescue skill set is required training for the following US&R positions:

- Canine Specialist;
- Hazardous Materials Team Manager;
- Hazardous Materials Team Specialist;
- Medical Specialist;
- Search Manager;
- Structures Specialist;
- Technical Search Specialist; and
- Heavy Equipment Rigging Specialist (unless qualified as a Rescue Specialist).

These are recommended training for Medical Team Managers.

Minimum skill set recommendations for US&R Resource Personnel who enter the hazard zone, (i.e. forward deployment), are the following:

- General Requirements of NFPA 1670;
- Rope Rescue Awareness per NFPA 1670;**

AGREEMENT FOR URBAN SEARCH AND RESCUE EMERGENCY RESPONSE SERVICES

April 1, 2022, through June 30, 2024

Between

STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT

And

[municipality]

This agreement (Agreement) is by and between the State of Wisconsin through the Department of Military Affairs (the Department), Division of Emergency Management (the Division) and [MUNICIPALITY], Wisconsin (Participating Agency), a Local Agency, regarding the provision of personnel by Participating Agency to a statewide urban search and rescue team created pursuant to Wis. Stat. § 323.72(1). The Division and Participating Agency are each a Party and, collectively, the Parties.

RECITALS

1.0 To protect life and property against the dangers of emergencies, the Division has, pursuant to Wis. Stat. § 323.72(1), established a US&R team that can be deployed to provide Services in response to Emergencies.

2.0 The Division desires to enter into this Agreement with Participating Agency for the purpose of having Participating Agency supply qualified employees to serve on such a team and Participating Agency desires to provide such employees.

NOW THEREFORE, for the mutual promises set forth below, the Parties agree as follows:

TERMS AND CONDITIONS

1.0 Recitals: The Recitals are incorporated by reference.

2.0 Definitions: The following definitions are used throughout this Agreement:

2.1 "Advisory Committee" means the WI-TF1 Advisory Committee established by this Agreement and consisting of five or seven members appointed by the Board of Directors of the Wisconsin State Fire Chiefs' Association.

2.2 "All-Hazards" means the grouping classification encompassing all conditions, environmental or man-made, that have the potential to cause injury, illness or death or damage to or loss of equipment, infrastructure services or property or, alternatively, causing functional degradation to societal, economic, or environmental aspects.

2.3 "Certification" means an affirmation that a candidate has successfully met the requirements of a standard or level of a standard through a valid and reliable assessment as approved by the National Board on Fire Service Professional Qualifications.

2.4 "Emergency" or "Emergencies" means an incident(s) or event(s) for which, in the sole determination of the Division, Services are needed to supplement state and local efforts and capabilities to save lives and protect property and public health and safety or to lessen or avert the threat of a catastrophe.

2.5 "Harm" means, at a minimum, human casualties, destruction of property, adverse economic impact and/or damage to natural resources.

2.6 "Incident" means any natural, technological, or human-caused occurrence that may cause Harm and that may require action. Incidents may include major disasters, terrorist attacks, wildland and urban fires, floods, hazardous materials, explosions, nuclear accidents, aircraft accidents, earthquakes, cyberattacks, hurricanes, tornadoes, tropical storms, public health and medical emergencies, law enforcement encounters, service calls, mutual aid, false alarms, and other occurrences requiring an emergency response.

2.7 "Local Agency," pursuant to Wis. Stat. §§ 323.70(1)(b) and 323.72(1), means an agency of a county, city, village, or town, including a municipal police or fire department, a municipal health organization, a county office of emergency management, a county sheriff, an emergency medical service, a local emergency response team, or a public works department.

2.8 "REACT Center" means the Regional Emergency All-Climate Training Center, which is a training facility owned and operated by the State of Wisconsin, Department of Military Affairs and operated by the Division.

2.9 "Services" means US&R emergency response services as described in Wis. Stat. § 323.72(1) and any subsequent amendments to that statute, which include services involving search, rescue and recovery in the technical rescue disciplines including structural collapse, rope rescue, vehicle extrication, machinery extrication, confined space, trench, excavation, and water operations in an US&R environment.

2.10 "US&R" means urban search and rescue, which involves the location, rescue (extrication), and initial medical stabilization of victims trapped in confined spaces. Structural collapse is most often the cause of victims being trapped, but victims may also be trapped in transportation accidents, mines and collapsed trenches. US&R is considered an all-hazards discipline, as it may be needed for a variety of emergencies or disasters, including earthquakes, hurricanes, typhoons, storms and tornadoes, floods, dam failures, technological accidents, terrorist activities, and hazardous materials releases.

2.11 "WI-TF1" means the all-hazards US&R team authorized by Wis. Stat. § 323.72(1) made up of firefighters, engineers, medical professionals, canine handlers, incident managers, and others that is a core component of a Search and Rescue Essential Support Function mission, including a Type 1 US&R task force, Type 3 US&R task force or any component thereof, as designated by the Federal Emergency Management Agency National Incident Management System Search and Rescue resource typing system. *See* Wis. Stat. § 323.72(7).

3.0 Participating Agency Obligations:

3.1. Recognizing that many of Participating Agency's employees who are potential candidates for appointment to WI-TF1 may not have all required training as of the date this Agreement begins, the Parties agree to proceed as follows within 90 days after the Agreement begins.

3.1.1 After individuals selected for training have successfully completed the training, Participating Agency shall provide, on a form prescribed by the Division, a list of trained individuals that it deems to be good candidates for appointment to WI-TF1 but for the need for up-to-date training. The Division shall select individuals from list for initial and/or refresher training required by Section 4.0 of this Agreement.

3.2 Once the employees Participating Agency proposed to be appointed to WI-TF1 have successfully completed the required training, Participating Agency shall provide to the Division for Division approval a list on a form prescribed by the Division of one or more employees fully trained as set forth in Section 4.0 of this Agreement who Participating Agency proposes be a WI-TF1 member for Division approval, along with a description of the anticipated role the employee would have on WI-TF1 (e.g., Medical Specialist, Structural Collapse Search Technician, etc.). Only those employees who Participating Agency can demonstrate to the Division's satisfaction meet the following criteria at the time Participating Agency submits the list may be included on the list:

3.2.1 Possess all required training and certifications necessary to perform Services in the specific role the employee would fill on WI-TF1, based on the training, competency, and job performance requirement standards for an US&R task force issued by the National Fire Protection Association (NFPA), the most current version of the urban search and rescue standards issued by the Emergency Management Accreditation program, and any training standards required by law, rule or regulation.

3.2.2 Are employees in good standing.

3.2.3 Are not probationary employees.

3.2.4 Have been subjected to a background check by Participating Agency or the Division.

3.2.5 Meet any medical or fitness standards agreed upon by the WI-TF1 Advisory Committee and the Division.

3.2.6 Have been instructed on and, as required by the State of Wisconsin, are able to meet the then-current COVID-19 standards set by the State of Wisconsin, for its employees, including vaccination, testing, and mask-wearing requirements.

3.3 The Division, in consultation with the Advisory Committee established pursuant to Section 3.7 below, may appoint one or more of the employees on the list to the WI-TF1. Inclusion on the list or proposed WI-TF1 members does not guarantee appointment.

3.4 Upon receipt of an emergency response request by the Division pursuant to the Standard Operating Procedures, Participating Agency shall direct employees who have been appointed to WI-TF1 and designated for mobilization to travel to the REACT Center or such other location as designated by the Division to be deployed to provide Services in response to an Emergency.

3.5 Participating Agency may not self-deploy WI-TF1 members. This prohibition does not prevent Participating Agency from deploying its employees to respond to emergencies where urban search and rescue services are needed or responding with urban search and rescue vehicles, equipment and supplies under local authority, mutual aid agreements or other contracts entered into under local authority. Participating Agency recognizes that it is not entitled to reimbursement by the Division for such response costs and that the Division will not supply equipment or vehicles for such responses.

3.6 Participating Agency shall comply with all requirements of any grants which provide funding for WI-TF1.

3.7 An Advisory Committee has been established, the duties of which will be defined by the WI-TF1 Standard Operating Procedures.

3.8 The Division, in consultation with the Advisory Committee, has the authority to immediately suspend or terminate a WI-TF1 member from participation on the task force.

4.0 Required Training and Exercises:

4.1 All required training and exercises must be done at the REACT Center or at a location pre-approved in writing by the Division in consultation with the Advisory Committee. Refresher training shall be a minimum of eighteen (18) hours per WI-TF1 member per year. Additional specialty training may be made available at REACT upon written pre-approval by the Division. Participation in required training and exercises will be in accordance with the WI-TF1 Attendance Policy approved by the Division in consultation with the Advisory Committee.

4.2 Non-Duty Status: All individuals attending training or exercises at the REACT Center shall be in a non-duty status with Participating Agency.

4.3 Training and Exercise Schedule: To facilitate planning for required training and exercises, the REACT Center shall post the relevant schedule a minimum of twelve months in advance of the start date of the training, except that specialized training may be made available with less advance notice. Changes may be made to the training and exercise schedule for unforeseen circumstances by notification of Participating Agencies. The Division will provide as much advanced notice of any changes as possible.

5.0 Response Procedures and Limitations:

5.1 Participating Agency recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Participating Agency agrees that, if local fire response obligations in Participating Agency's own jurisdiction would limit necessary resources necessary to provide Services in response to an Emergency or make such resources unavailable, Participating Agency will seek aid from local jurisdictions to assist in local fire response obligations in Participating Agency's own jurisdiction to ensure availability of resources for the performance of Services.

5.2 Participating Agency and the Division agree that WI-TF1 or components of it may be used for any Emergency for which WI-TF1 members are trained and qualified.

5.3 Participating Agency's obligation to provide services under this Agreement shall arise, with respect to specific Emergency response actions, upon receipt of an Emergency response request pursuant to the Standard Operating Procedures. *See* Section 7 below.

6.0 Right of Refusal:

If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Participating Agency because Participating Agency's resources are otherwise inadequate or unavailable and mutual aid is unavailable, then if notice has been provided to the Division, the Participating Agency may decline a request for personnel to staff WI-TF1 and/or for response equipment.

7.0 Standard Operating Procedures:

Participating Agency and Division agree that WI-TF1 operations will be conducted in accordance with Standard Operating Procedures and a "Call-Out Procedure" that will be mutually approved by the Parties and other Local Agencies providing WI-TF1 members. Participating Agency agrees that it shall ensure that any of its employees appointed to WI-TF1 comply with these procedures.

8.0 Reimbursement of Costs

There are three types of Participating Agency costs that shall be reimbursed under this Agreement: (1) costs related to providing requested Services and (2) required training and exercise costs; and (3) costs related to an increase in duty-disability benefit premiums due to an injury a WI-TF1 member sustained while performing under this Agreement. In seeking reimbursement for those costs, Participating Agency shall comply with all Division-approved procedures and any relevant administrative rules.

9.0 Reimbursement for Response Costs:

9.1 Pursuant to Wis. Stat. § 323.72(2), the Division shall reimburse Participating Agency for costs incurred by Participating Agency in responding to an Emergency and providing Services at the request of the Division within 60 days after receiving a complete application for reimbursement on a form prescribed by the Division but only if (1) the Division determines that the provision of Services was necessary; and (2) Participating Agency applies for reimbursement within 45 days after the conclusion of that deployment of WI-TF1 for that particular Emergency.

9.2 Recoverable costs include but are not limited to the use of vehicles and apparatus, personnel expenses, backfill expenses and emergency expenses. The amount of reimbursement for the enumerated costs are as follows:

9.2.1 <u>Reimbursement for use of Vehicle(s) and Apparatus:</u> Participating Agency shall be

reimbursed for the approved use of its vehicles and equipment in providing Services at FEMA-established rates.

9.2.2 Personnel Expenses: Reasonable personnel expenses relating to WI-TF1 members deployed at the direction of the Division to provide Services which are reimbursable at $55.00 per hour per deployed employee. During a deployment, this shall be calculated as portal to portal.

9.2.3 Backfill expenses: Participating Agency's reasonable personnel expenses incurred to cover the duties of employees deployed to provide Services as part of WI-TF1 are reimbursable at the Participating Agency's actual cost.

9.2.4 Emergency Expenses: Participating Agency's necessary and reasonable emergency expenses related to deploying employees to provide Services, which expenses must be based on actual expenditures and fully documented by the Participating Agency. The Division reserves the right to deny any reimbursement of Participating Agency expenditures it deems to be unreasonable or unjustifiable.

9.3 Participating Agency agrees to make reasonable and good faith efforts to minimize its costs related to providing personnel and equipment to perform Services in response to an Emergency.

10.0 Payment for Training and Exercise Costs:

10.1 In any given fiscal year, Participating Agency shall be paid for any training and participation in exercises of employees who the Division has appointed to WI-TF1 that is pre-authorized in writing by the Division at a rate of $55 per hour per appointed employee consistent with the Attendance Policy.

10.2 Such payment will be made on a quarterly basis as determined by reference to the state's fiscal year. For example, the first quarter will be from July 1 through September 30 and so forth.

10.3 The Division will not pay for Participating Agency's personnel backfill expenses to cover team members who are traveling to and from or participating in training or exercises.

11.0 Reimbursement of Increased Duty Disability Costs:

11.1 The Division shall reimburse Participating Agency for costs incurred by Participating Agency for any increase in contributions for duty disability premiums under Wis. Stat. § 40.05(2)(aw) for its employees who are WI-TF1 members and who receive duty disability benefits under Wis. Stat. § 40.65 because of an injury that occurred while performing duties as a member of WI-TF1.

11.2 Application for reimbursement under this Section shall be made after the close of the State's fiscal year and shall seek reimbursement for any cost due to increased premiums referred to above imposed in the prior fiscal year.

11.3 Payment under this Section shall be made within 60 days of receipt of documentation of the following:

11.3.1 That the WI-TF1 member was injured while performing WI-TF1 duties after being deployed pursuant to a Division order.

11.3.2 That the member is receiving duty disability benefits because of such injury.

11.3.3 The amount of increase in premium for duty disability benefits to the Participating Agency that can be directly attributed to the receipt of such benefits by the member during the preceding fiscal year.

12.0 Employer-Employee Relationship and Obligations Maintained:

Except as provided in this Agreement, Participating Agency employees who are WI-TF1 members remain employees of Participating Agency and are not employees of the State of Wisconsin. This means, in part, that Participating Agency's employees are not entitled to Division contribution for any Public Employees Retirement Withholding System benefit(s), nor to any other benefits or any wage provided by the State of Wisconsin to its employees. Participating Agency shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes from any wages paid or benefits provided to its employees.

13.0 Worker's Compensation:

A WI-TF1 member acting under this Agreement is an employee of the state for purposes of worker's compensation pursuant to Wis. Stat. § 323.72(4).

14.0 Dual Payment:

Participating Agency shall not be compensated for work performed under this Agreement both by the Division and any other state agency or person(s) responsible for causing an Emergency except as approved and authorized under this Agreement.

15.0 Reasonable Efforts:

Participating Agency shall make reasonable and good-faith efforts to minimize its costs related to its employees' participation in WI-TF1 training, exercise, and Emergency response Services.

16.0 Liability and Indemnity

16.1 Scope:

During operations authorized by this Agreement, WI-TF1 members supplied by Participating Agency are agents of the state for purposes of Wis. Stat. § 895.46(1). For the purposes of this Section, operations means activities, including travel, directly related to

providing Services. Operations also include training activities provided under this Agreement to WI-TF1 members but does not include travel to and from any training required or permitted under this Agreement.

16.2 Civil liability exemption; regional emergency response teams and their sponsoring agencies:

Pursuant to Wis. Stat. § 895.483(4), Participating Agency and its employees who are members of WI-TF1 are immune from civil liability for acts or omissions related to carrying out the Services.

16.3 Participating Agency Indemnification of State:

When acting as other than an agent of the State of Wisconsin under this Agreement, and when using the State's or Division's vehicles or equipment, Participating Agency shall indemnify, defend and hold harmless the State, which includes the Department, the Division and all state agencies, and its officers, officials, agents, employees, and members from all claims, suits or actions of any nature, including actions for attorneys' fees, arising out of the activities or omissions of Participating Agency, its officers, officials, subcontractors, agents or employees.

17.0 Insurance Obligations:

17.1 Insurance obligations are set forth in the Standard Terms and Conditions attached as Exhibit A. Prior to commencement of this Agreement, Participating Agency must either provide to the Division a certificate of insurance or, if Participating Agency is self-insured or uninsured, a certificate of protection in lieu of insurance certifying that Participating Agency is protected by a self-funded liability and property program or alternative funding source(s). Such certification must be provided on an annual basis.

17.2 Participating Agency agrees that it shall not cancel or make a material change to the insurance required by this Agreement without 30 days written notice to the Division.

18.0 Standard Terms and Conditions: The Wisconsin Standard Terms and Conditions are attached as Exhibit A and are incorporated into this Agreement by reference.

19.0 Miscellaneous

19.1 Disclosure of Independence and Relationship: Participating Agency certifies that no relationship exists between it, the State of Wisconsin or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the team and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be averse to the interest of the State.

Participating Agency agrees as part of this Agreement that, during performance of the terms of this Agreement, they will neither provide contractual services nor enter into any

agreement to provide services to a person or entity that is regulated or funded by the Department or has interests that are adverse to the Department. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be adverse to the interests of the state.

19.2 Dual Employment: Wis. Stat. § 16.417 prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than $5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.

19.3 Employment: Participating Agency will not engage the service of any person or persons now employed by the state, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department and Division.

19.4 Conflict of interest: Private and non-profit corporations are bound by Wis. Stat. §§ 180.0831 and 181.225 regarding conflicts of interest by directors in the conduct of state contracts.

19.5 Recordkeeping and Record Retention: The Participating Agency shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Participating Agency. The Participating Agency shall retain all documents applicable to the Agreement for a period of not less than three (3) years after the final payment is made or longer where required by law.

19.6 Indemnification Regarding Employment Disputes: Participating Agency shall indemnify, defend, and hold harmless the State of Wisconsin, including the Division and the Department, with respect any disputes Participating Agency may have with its employees. Such disputes include but are not limited to charges of discrimination, harassment, improper wage payment, and discharge without just cause.

19.7 Term, Termination and Review of Agreement:

19.7.1 Term: This Agreement shall begin on April 1, 2022, and terminate on June 30, 2024, unless terminated earlier pursuant to Section 19.7.2.

19.7.2 Termination:

19.7.2.1 The Division and/or Participating Agency may terminate this Agreement at any time upon one hundred twenty (120) days written notice to the other Party.

19.7.2.2 The Division may also terminate this Agreement at will effective upon delivery of written notice to the Participating Agency under any of the following conditions:

19.7.2.2.1 Funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for training.

19.7.2.2.2 Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.

19.7.2.2.3 Any license or certification required by law or regulation to be held by the Participating Agency to provide the services required by this Agreement is for any reason denied, revoked, lapses, or not renewed.

19.7.2.3 Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Upon termination, the Division's liability under Sections 8-11 will be limited to events occurring during the term of this Agreement.

19.7.3 Review: The Agreement shall be reviewed by the Parties and other participating agencies no later than six (6) months prior to the expiration of this Agreement.

19.8 Entire Agreement: The contents of the Agreement including its Exhibits shall constitute the entire agreement between the Parties relating to the subject matter of the Agreement. The Agreement supersedes any and all prior agreements, whether expressed orally or in writing, relating to the subject matter of the Agreement.

19.9 Applicable Law: This Agreement shall be governed by the laws of the State of Wisconsin. The Participating Agency and State shall at all times comply with and observe all federal and state laws and regulations, the federal and state constitutions, and local ordinances and regulations in effect during the period of this Agreement and which may in any manner affect its performance of its obligations under this Agreement, including the provision of Services.

19.10 Assignment: No right or duty of the Participating Agency under this Agreement, whole or in part, may be assigned or delegated without the prior written consent of the State of Wisconsin.

19.11 Successors in Interest: The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and

permitted assigns.

19.12 Force Majeure: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war or for other reasons beyond that Party's reasonable control.

19.13 Notifications: Participating Agency shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees, and members. Such reports shall be directed to:

ATTN: Administrator
Division of Emergency Management
DMA Wisconsin
PO Box 7865
Madison, WI 53707-7865
Telephone #: (608) 242-3232
FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: Office of the Department of Military Affairs General Counsel
Wisconsin Department of Military Affairs
2400 Wright Street
Madison, WI 53704

19.14 Severability: If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

19.15 Amendments: The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of Division and Participating Agency.

19.16 Approval Authority: Participating Agency's representative(s) certify by their signature herein that he or she has the necessary and lawful authority to enter into contracts and agreements on behalf of Participating Agency.

19.17 No Waiver: No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, state, or Participating Agency shall operate as a waiver of the same, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of the same or the exercise of any other right, power or remedy created by the Agreement. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided in the written waiver. A waiver of any covenant, term or condition

contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

19.18 Construction of Agreement: This Agreement is intended to be solely between the Parties. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the Parties.

The Division and Participating Agency make no representations to third parties with regard to the ultimate outcome of the provision of Services.

Approving Signatures:

ON BEHALF OF THE WISCONSIN EMERGENCY MANAGEMENT DIVISION

Dated this ____ day of _____, 2022

_____

Greg Engle, Acting Division Administrator

[SIGNATURE PAGE]

EXHIBIT A

EXHIBIT A TO AGREEMENT FOR URBAN SEARCH AND RESCUE EMERGENCY RESPONSE SERVICES AGREEMENT (the Agreement)

STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS

ANTITRUST ASSIGNMENT: The Participating Agency and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Participating Agency hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this Agreement.

APPLICABLE LAW AND COMPLIANCE: This Agreement shall be governed under the laws of the State of Wisconsin. The Participating Agency shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this Agreement if the Participating Agency fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this Agreement with any federally debarred Participating Agency or a Participating Agency that is presently identified on the list of parties excluded from federal procurement and non-procurement Agreements.

CANCELLATION: The State of Wisconsin reserves the right to cancel any Agreement in whole or in part without penalty due to nonappropriation, unavailability or insufficiency of funds or for failure of the Participating Agency to comply with terms, conditions, and specifications of this Agreement.

WORK CENTER CRITERIA: A work center must be certified under s.16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

INSURANCE RESPONSIBILITY: The Participating Agency performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/Agreement. Minimum coverage shall be one million ($1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. Minimum coverage shall be one million ($1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this Agreement, the Participating Agency agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Participating Agency further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars ($50,000) require the submission of a written affirmative action plan by the Participating Agency. An exemption occurs from this requirement if the Participating Agency has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the Agreement is awarded, the Participating Agency must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The Participating Agency agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the Participating Agency's becoming declared an "ineligible" Participating Agency, termination of the Agreement, or withholding of payment.

Pursuant to 2019 Wisconsin Executive Order 1, Participating Agency agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Pursuant to s. 16.75(10p), Wis. Stats., Participating Agency agrees it is not, and will not for the duration of the Agreement, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued $100,000 or over.

PUBLIC RECORDS. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this Agreement, the Participating Agency shall provide the requested records to the contracting agency in order to ensure compliance with s. 19.36(3), Wis. Stats. Participating Agency, following final payment under this Agreement, shall retain all records produced or collected under this Agreement for six (6) years. Participating Agency is also considered a contractor for the purposes of Wis. Stat. § 19.36(3) and must comply with its provisions.

TAXES: The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state.

VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

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

RESOLUTION OF THE COMMON COUNCIL			
Approving Second Amendment to Lease Agreement Between City of Wausau and Briq's Soft Serve LLC			
Committee Action:	Pending		
Fiscal Impact:			
File Number:	19-0304	**Date Introduced:**	September 13, 2022

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

RESOLUTION

WHEREAS, on March 12, 2019, the Common Council approved a lease agreement with Briq's Soft Serve LLC for the concession building on the Riverfront; and

WHEREAS, an amendment to the lease was approved by the Common Council on May 10, 2022, extending the lease terms to September 25, 2022; and

WHEREAS, the and the City and Briq's wish to extend the term to September 25, 2023, as well as modifying the hours of operation to Monday through Thursday, 2:00 p.m. to 9:00 p.m. and Friday through Sunday, 12:00 p.m. to 9:00 p.m.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau approves the Second Amendment to Lease Agreement between City of Wausau and Briq's Soft Serve LLC and authorizes the appropriate City officials to execute the attached Amendment.

Approved:

_____

Katie Rosenberg, Mayor

SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN THE
CITY OF WAUSAU AND BRIQ'S SOFT SERVE LLC

This Amendment ("Amendment") to the Lease Agreement between the City of Wausau, a municipal corporation of the State of Wisconsin ("Lessor") and Briq's Soft Serve LLC ("Lessee") is made this _____ day of _____, 2022.

WHEREAS, the City of Wausau and Briq's Soft Serve LLC entered into a Lease Agreement for the concessions building on the Riverfront on June 26, 2019 ("Agreement"); and

WHEREAS, a First Amendment to the lease was entered into on June 9, 2022; and

WHEREAS, the Agreement terminates on September 25, 2022; and

WHEREAS, the parties wish to make certain amendments to the Agreement.

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., DURATION OF LEASE. The lease shall terminate on September 25, 2023.

2. As to paragraph 7., HOURS OF OPERATION. Lessee shall be open from May 29 to September 4, weather permitting. Hours of operation shall be Monday through Thursday, from 2:00 p.m. to 9:00 p.m., and Friday through Sunday, from 12:00 p.m. to 9:00 p.m. Should Lessee have an unexpected closure, signage shall be provided.

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:	BRIQ'S SOFT SERVE LLC BY:
_____	_____
Katie Rosenberg, Mayor	Kevin Briquelet Miller, Member
_____	_____
Kaitlyn A. Bernarde, Clerk	Holly Briquelet Miller, Member

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Modification of the 2022 Budget Real Estate Services

Committee Action: *Pending*
Fiscal Impact: $25,300

File Number:	21-1109G	**Date Introduced:**	September 13, 2022

FISCAL IMPACT SUMMARY				
COSTS	*Budget Neutral*	Yes☐No☒		
	Included in Budget:	Yes☐No☒	*Budget Source: TIF District*	
	One-time Costs:	Yes☒No☐	*Amount: $25,300*	
	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: $25,300*	
	TID Source: Increment Revenue ☒ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐			

RESOLUTION

WHEREAS, the City of Wausau is committed to maintain infrastructure and other capital assets in a timely fashion; and

WHEREAS, the engineering staff has two projects underway experiencing shortfalls including Scott Street Bridge Fencing project and Stewart Avenue 72nd to 28th Avenue real estate services; and

WHEREAS, the 2022 capital fund includes $51,200 for the balance of real estate services and the costs are $76,500 with funding to come from Tax Increment District Ten; and

WHEREAS, your Finance Committee has reviewed and recommends a budget modification to move the finance these projects as shown below with funds on hand:

Increase 148-351098230 Street Improvements $25,300

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to modify the 2022 budget as noted above.

Approved:

_____

Katie Rosenberg, Mayor

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Modification of the 2022 Budget for Parking Ramp Capital Repairs and Improvements

Committee Action: *Pending*
Fiscal Impact: $39,000

File Number:	21-1109H	**Date Introduced:**	September 13, 2022

FISCAL IMPACT SUMMARY				
COSTS	*Budget Neutral*	Yes☒No☐		
	Included in Budget:	Yes☒No☐	*Budget Source: Capital Projects Fund*	
	One-time Costs:	Yes☒No☐	*Amount: $264,000*	
	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 of Wausau is committed to maintain infrastructure and other capital assets in a timely fashion; and

WHEREAS, the engineering staff have developed a facility plan to ensure that the parking ramps are maintained to extend their useful life; and

WHEREAS, the 2022 capital fund included $280,000 for capital repairs to the Sears Parking Ramp to be funded by debt; and

WHEREAS, the Board of Public Works awarded the project to the lowest bid of $195,441; and

WHEREAS, due to bid errors the project needed to be rebid and the low bid for the project was $263,725; and

WHEREAS, the project plan for Tax Increment District Twelve provides for $14,000,000 for parking infrastructure improvements and specifically identifies the Sears Parking Ramp; and

WHEREAS, on August 10, 2022, the Common Council approved a budget modification to move the 2022 parking ramp capital improvements from the capital budget to Tax Increment District Twelve in the amount of $225,000; and

WHEREAS, the Finance Committee authorized a budget modification reflect the recent bid results below:

Increase Expenses	241-250389220	TID #12 Parking Facilities	$	39,000

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to modify the 2022 budget as noted above.

Approved:

_____

Katie Rosenberg, Mayor