



OFFICIAL NOTICE AND AGENDA

of a meeting of a City Board, Commission, Department, Committee, Agency, Corporation, Quasi-Municipal Corporation, or sub-unit thereof.

Meeting of the: **FINANCE COMMITTEE**
Date/Time: **Tuesday, February 8, 2022 at 5:15 PM**
Location: **City Hall (407 Grant Street) - Council Chambers**
Members: Lisa Rasmussen, Michael Martens, Dawn Herbst, Deb Ryan, Sarah Watson

AGENDA ITEMS

- 1 Minutes of the previous meeting(s): (1/25/22)
- 2 Discussion and possible action on renewal of leaf baling contract with Baumann Lawn Care & Landscaping LLC and amendment of terms and sole source justification
- 3 Discussion and possible action on sole source contract with Olson Paving, Inc. for hauling baled leaves
- 4 Discussion and possible action on an Agreement with Hsu's Ginseng Farm LLP DBA for accepting the City's yard waste material
- 5 Discussion and possible action on an Agreement with Olson Paving, Inc. for accepting the City's yard waste material
- 6 Discussion and possible action on an Agreement with Kafka Granite, LLC for brush grinding/chipping at the yard waste site
- 7 Discussion and possible action regarding budget modification request of \$25,000 seed money for Wausau's 150th Anniversary
- 8 Discussion and possible action approving multi-year sole source marking partnership with the Community Foundation of North Central Wisconsin
- 9 Discussion and possible action repurchasing 8104 Enterprise Drive held by 26&7 Investments, dba AC & Sons, for \$25,000
- 10 Discussion and possible action on acquisition of 106 E. Wausau Avenue (Divepoint)
- 11 Discussion and possible action approving conveyance of Tot Lot at 822 S. 5th Ave. from the Community Development Authority to the City of Wausau
- 12 Discussion and possible action on ARPA rating matrix
- 13 Discussion and possible action on budget modification police department carpet
- 14 Discussion and possible action on approving appraisals and offering price reports for the 72nd Avenue Multiuse Trail Project for the following properties: 7575 Bombardier Court, 7255 Stewart Avenue, 7500 Stewart Avenue, 720 S. 72nd Avenue, 400 S. 72nd Avenue, and 400 N. 72nd Avenue
- 15 **CLOSED SESSION** pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons required a closed session regarding approving appraisals and offering price reports for the 72nd Avenue Multiuse Trail Project for the following properties: 7575 Bombardier Court, 7255 Stewart Avenue, 7500 Stewart Avenue, 720 S. 72nd Avenue, 400 S. 72nd Avenue, and 400 N. 72nd Avenue
- 16 **RECONVENE** into Open Session to take action on Closed Session item, if necessary.

Adjourn

Lisa Rasmussen, Chairperson

This meeting is being held in person and via teleconference. The lines of those public members monitoring the meeting by phone will be muted during the meeting. Members of the media and the public may attend in person or by calling **1-408-418-9388**.

The Access Code is: 2490 343 8531 Password: Wausau1

Members of the public who do not wish to appear in person may view the meeting live over the internet on the City of Wausau's YouTube Channel <http://www.tinyurl.com/WAAMedia>, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail mary.goede@ci.wausau.wi.us with "Finance Committee public comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Chair.

NOTICE: It is possible and likely that members of, and possibly a quorum of members of the Committee of the Whole or other committees of the Common Council of the City of Wausau may be in attendance at the above-mentioned meeting. No action will be taken by any such groups.

This Notice was posted at City Hall and faxed to the Daily Herald newsroom 2/04/22 at 3:00 PM

FINANCE COMMITTEE

Date and Time: Tuesday, January 25, 2022 @ 5:415 pm., Council Chambers

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

Members Present *by WebEx*: Deb Ryan

Others Present: Maryanne Groat, Bob Barteck, Toni Vanderboom, Liz Brodek, Kaitlyn Bernarde, Mary Goede, Anne Jacobson, Jamie Polley, Rick Rubow, Ben Bliven, Katie Rosenberg, Lou Larson, Tom Neal

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. The meeting was called to order by Chair, Lisa Rasmussen.

Minutes of the previous meeting(s): (11/09/21, 11/23/21, & 1/11/22)

Motion by Watson, second by Martens to approve all the minutes of the previous meetings. Motion carried 5-0.

Discussion and possible action on Second Amendment to Development Agreement, Second Amendment to Real Estate Mortgage and First Amendment to Real Estate Mortgage Subordination Agreement – Riverlife Wausau LLC – Phase I

Liz Brodek explained the request is for the city to take a slightly more junior position so the developer has the access to the capital.

Motion by Martens, second by Watson to approve the request. Motion carried 4-1 (*Ryan was the dissenting vote.*)

Discussion and possible action on application for CDI grant through WEDC for the Children's Imaginarium

Lisa Rasmussen stated this item comes from Community Development and the city would act as a flow-through for the grant funds, but the Imaginarium would not be accessing levy dollars.

Motion by Herbst, second by Martens to approve the application for CDI grant. Motion carried 4-1 (*Ryan was the dissenting vote.*)

Discussion and possible action regarding budget for Discretionary Performance Incentives

Rasmussen stated this item comes to Finance on a recommendation of Human Resources Committee to establish a budget for the incentives to be replenished by and when there are vacancies.

Motion by Watson, second by Herbst to approve the budget. Motion carried 4-1 (*Ryan was the dissenting vote.*)

Discussion and possible action regarding carryover request for funding of the Stone Mill Building

Rasmussen stated this historic building has been dis-assembled in storage from the original site that is currently occupied by CVS Pharmacy. Part of the south riverfront plan included design and reconstruction of that building for future use. This request would allow funds to be repurposed to begin some engineering and design for that process.

Jamie Polley, Park Department, clarified this was a 2020 supplemental budget request for the plan for Barker Stewart Island to include the vegetation control (goats), a machine for invasive species, and the vision that this building would go there. An architect was hired who decided the island was not the best place for this large historic building because of parking and access. She noted they do still have a desire to complete a master plan for the island although it may be on a much smaller scale. She stated if they take these funds that were designated for Barker Stewart Island but then in the future still want to do the Master Plan we will come back for funding. She indicated staff is recommending to move forward with the Stone Mill building design so that in the event we can repurpose it somewhere we have all the planning ready to go.

Motion by Herbst, second by Watson to approve the carryover request for funding of the Stone Mill Building. Motion carried 5-0.

Discussion and possible action regarding November 2021 General Fund financial report

Maryanne Groat noted they are still wrapping up some of the December transactions. She predicted there will be surplus for the year 2021 of approximately \$500,000. She reviewed the financial report in detail.

Video: <https://www.youtube.com/watch?v=5npFIznnnxQ>

The General Fund November Financial Report narrative can be accessed in the online committee packet:
https://www.ci.wausau.wi.us/Portals/0/Departments/Council/Archives/Standing%20Committees/Finance%20Committee/2022/FINC_20220125_Packet.pdf

Adjourn

Motion by Watson, second by Martens to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 6:00 pm.

DRAFT

Department of Public Works



Eric Lindman, P.E.
Director of Public Works and Utilities

TO: Finance Committee

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

DATE: February 8, 2022

SUBJECT: Baumann Lawn Care & Landscaping – 5-year Baling Contract

Please find attached a sole source request to enter a second 5-year contract with Baumann for annual rental of a leaf baler to be used by the city for annual leaf pick up operations. This 5-year contract will be an annual increase of about \$20,000.

Leaf baling has been a significant savings in manpower and equipment versus loading and hauling leaves. Below is a comparison in staffing and equipment:

Baling:

3 Employees – one employee drives rental tractor and baler
Mini Loader – pushing
Loader – loading

Loading into Trucks:

12 Employees
8 Trucks-hauling
2 Loaders-loading
Mini Loader – pushing
Parks tractor or Rental – pushing

Based on the baling operations and reduction in manpower/equipment needs it is recommended to approve the 5-year contract with Baumann.



CITY OF WAUSAU
SOLE SOURCE PURCHASE JUSTIFICATION
REQUIRED FORM PURCHASE OF GOODS OR SERVICES EXCEEDING \$5,000

Purchase of goods or services for no more than \$25,000 may be made without competition when it is agreed *in advance* between the Department Head and the Finance Director. Sole source purchasing should be avoided unless it is clearly necessary and justifiable. The justification must withstand public and legislative scrutiny. The Department Head is responsible for providing written documentation justifying the valid reason to purchase from one source or that only one source is available. Sole source purchasing criteria include: urgency due to public safety, serious injury financial or other, other unusual and compelling reasons, goods or service is available from only one source and no other good or service will satisfy the City's requirements, legal services provided by an attorney, lack of acceptable bids or quotes, an alternate product or manufacturer would not be compatible with current products resulting in additional operating or maintenance costs, standardization of a specific product or manufacturer will result in a more efficient or economical operation or aesthetics, or compatibility is an overriding consideration, the purchase is from another governmental body, continuity is achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, the purchase is more economical to the city on the basis of time and money of proposal development.

1. Sole source purchase under \$5,000 shall be evaluated and determined by the Department Head.
2. Sole source purchase of \$5,000 to \$25,000 a formal written justification shall be forwarded to the Finance Director who will concur with the sole source or assist in locating additional competitive sources.
3. Sole source purchase exceeding \$25,000 must be approved by the Finance Committee.

-
1. Provide a detailed explanation of the good or service to be purchased and vendor.

This contract would be a 5-year contract for the lease/rental of a leaf baler from Baumann Landscaping. The contract would run from 2022 through 2026. The agreement allows the City to use Baumann's baler for baling leaves during leaf pick-up.

2. Provide a brief description of the intended application for the service or goods to be purchased.

The agreement provides the city to rent a baler during the leaf pick up season. Baling leaves allows the city to minimize the amount of trucking as the leaves are sold and picked up by a private entity.

3. State why other products or services that compete in the market will not or do not meet your needs or comply with your specifications.

Baumann provided the baler for the past 5-years and they were the only bidder in 2017 that would provide the equipment and allow city staff to operate the baler. This is significant due to scheduling during operations and not having to try and schedule a non-city worker. Baumann owns and maintains the baler so any repairs/breakdowns are not the responsibility of the city.

4. Describe your efforts to identify other vendors to furnish the product or services.

Other bidders required they provide the operator for the equipment; this does not work well for scheduling. Also, non-city operators lack familiarity with our infrastructure which increases risks of damage.

5. How did you determine that the sole source vendor's price was reasonable?

The price is based on current costs from Baumann to operate and maintain the baler. The price of the rental has gone up about \$20,000 per year, this is primarily because of the price of the new baler has gone up significantly. Baumann will be purchasing a new baler in 2022.

6. Which of the following best describes this sole source procurement? Select all that apply.

☐ Product or vendor is uniquely qualified with capability not found elsewhere.

☐ Urgency due to public safety, serious financial injury or other. (explain)

The procurement is of such a specialized nature that by virtue of experience, expertise, proximity or ownership of intellectual property

☐ Lack of acceptable quotes or bids.

☒ Product compatibility or the standardization of a product.

☒ Continuation of a phased project.

☐ Proposal development is uneconomical.

Department: Public Works

Preparer: Eric Lindman

Vendor Name: Baumann Lawn Care & Landscaping, LLC

Expected amount of purchase or contract: \$237,500 over 5-years

Department Head Signature:

Date:

Finance Director Signature:

Date:

EQUIPMENT RENTAL AGREEMENT

THIS EQUIPMENT RENTAL AGREEMENT (this "Agreement") dated this _____ day of _____, 2022, by and between **Baumann Lawn Care & Landscaping LLC., of 6611 Conner David Drive, Wausau, Wisconsin, 54401 ("Lessor)**, and the **City of Wausau, 407 Grant Street, Wausau, WI 54403, ("Lessee")**.

IN CONSIDERATION OF the mutual covenants and promises in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Lessor leases the Equipment to the Lessee, and the Lessee leases the Equipment from the Lessor on the following terms:

Definitions

The following definitions are used but not otherwise defined in this Agreement:

1. "Casualty Value" means the market value of the Equipment at the end of the term or when in relation to a Total Loss, the market value the Equipment would have had at the end of the Term but for the Total Loss. The Casualty Value may be less than but will not be more than the original purchase price of the Equipment.
2. "Equipment" means: Large tractor with minimum 180 horsepower and Leaf baler that bales 3x3x7 bales with a baling head to bale leaves, capable of collecting branches and sticks less than 1 inch in diameter, which has an approximate value of \$250,000.
3. "Total Loss" means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment.

Lease

The Lessor agrees to lease the Equipment to the Lessee, and the Lessee agrees to lease the Equipment from the Lessor in accordance with the terms set out in this Agreement.

Term

The Agreement commences on February 23, 2022 and will continue to December 1, 2026, and shall be for a like period for each successive year, through 2026, for a total of five (5) annual fall seasons. The Equipment will not be used by Lessee in excess of 160 hours per year.

Rent

The Lessee shall pay to Lessor, contract rent as for rental of Tractor and Baler as follows:

2022 \$43,500 (Forty-three thousand, five hundred dollars and 00/100)

2023 \$45,500 (Forty-five thousand, five hundred dollars and 00/100)

2024 \$47,500 (Forty-seven thousand, five hundred dollars and 00/100)

2025 \$49,500 (Forty-nine thousand, five hundred dollars and 00/100)

2026 \$51,500 (Fifty-one thousand, five hundred and 00/100)

Payment shall be due to Lessor within five (5 days) following Lessor's pickup of the equipment.

The parties will review the rent amount for a possible reduction after the end of each term and Lessor shall notice Lessee in writing of any reduction.

Delivery of Equipment

The Lessor will, at the Lessor's own expense and risk, deliver the Equipment to the Lessee at 400 Myron Street, Wausau, Wisconsin, 54401.

Warranties

The Equipment will be in good working order and good condition upon delivery.

The Equipment is of merchantable quality and is fit for the following purpose: for use only by the City of Wausau during fall seasons for baling of leaf collection.

Maintenance and Repair

The Lessor shall maintain, at Lessee's cost, the equipment in a good repair and operating condition, allowing for reasonable wear and tear. Lessor shall furnish a cell phone number for a responsible party that may be contacted by the City for needed repairs or technical questions from Monday through Friday, between 7 A.M. to 3 P.M. during the rental period. Lessor shall furnish a 2 hour training to Lessee staff at the beginning of the rental period, without cost to Lessee.

Loss and Damage

To the extent permitted by law, the Lessee will be responsible for risk of loss, theft, damage or destruction to the Equipment from any and every cause, while in Lessee's possession.

If the Equipment is lost or damaged, the Lessee will provide the Lessor with prompt written notice of such loss or damage and will, if the Equipment is repairable, put or cause the Equipment to be put in a state of good repair, appearance and condition. At the Lessor's election, the Lessor may elect to provide the needed repairs.

In the event of Total Loss of the Equipment, the Lessee will provide the Lessor with prompt written notice of such loss and will pay to the Lessor unpaid rent for that year from the beginning of such annual term to the date of such notice, plus the Casualty Value of the Equipment, at which point ownership of the Equipment passes to the Lessee.

Ownership, Right to Lease and Quiet Enjoyment

The Equipment is the property of the Lessor and will remain the property of the Lessor.

The Lessee will not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment as security in any manner.

The Lessor warrants that the Lessor has the right to lease the Equipment according to the terms in this Agreement.

The Lessor warrants that as long as no Event of Default has occurred, the Lessor will not disturb the Lessee's quiet and peaceful possession of the Equipment or the Lessee's unrestricted use of the Equipment for the purpose for which the Equipment was designed.

Surrender

At the end of the Term or upon earlier termination of this Agreement, the Lessee will make the Equipment available for pick up at 400 Myron Street, Wausau, Wisconsin 54401.

Insurance

No insurance coverage for the Equipment is required under this Agreement.

Default

The occurrence of any one or more of the following events will constitute an event of default ("Event of Default") under this Agreement:

1. The Lessee fails to pay any amount provided for in this Agreement when such amount is due or otherwise breaches the Lessee's obligations under this Agreement.

Remedies

On the occurrence of an Event of Default, the Lessor will be entitled to pursue any one or more of the following remedies (the "Remedies"):

1. Declare the entire amount of the Rent for the Term immediately due and payable without notice or demand to the Lessee.
2. Commence legal proceedings to recover the Rent and other obligations accrued before and after the Event of Default.
3. Take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law.
4. Terminate this Agreement immediately upon written notice to the Lessee.
5. Pursue any other remedy available in law or equity.

Assignment

The Lessee will not assign this agreement, the Lessee's interest in this Agreement, or the Lessee's interest in the Equipment without the prior written consent of the Lessor.

The Lessor will not assign this Equipment, the Lessor's interest in this Agreement or the Lessor's interest in the Equipment without the prior written consent of the Lessee. The Lessor will not assign or transfer the Lessor's right to collect rent or any other financial obligation of the Lessee. If the Lessor assigns this Agreement, its interest in this Agreement or its interest in the Equipment without prior written consent of the Lessee, the Lessee will be entitled to terminate this Agreement without penalty.

Notice

Service of all notices under this Agreement will be delivered personally or sent by registered mail or courier to the following addresses:

Lessor: Baumann Lawn Care & Landscaping LLC, 6611 Conner David Dr., Wausau, Wisconsin, 54401

Lessee: City of Wausau, 407 Grant Street, Wausau, Wisconsin, 54403

Governing Law

It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, be construed in accordance with the laws of the State of Wisconsin.

General Terms

This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

Time is of the essence in this agreement.

This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party to this Agreement.

Neither party will be liable for damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions, wars, insurrections, natural disasters, such as earthquakes, hurricanes or floods and/or any other cause beyond the reasonable control of the Party whose performance is affected.

IN WITNESS WHEREOF the parties to this Agreement have executed this Equipment Rental Agreement on this _____ day of _____, 2022.

Baumann Lawn Care & Landscaping LLC

City of Wausau

By: _____

By: Katie Rosenberg, Mayor

Witness

Witness



To: Finance Council and City Council

From: Jean Frankel, Office of the Mayor

Date: February 3, 2022

RE: Budget Modification Request

2022 marks Wausau's 150th anniversary of becoming a city. We have teamed up with local businesses and other interested partners to offer a variety of activities that will celebrate our heritage and hopefully attract past and present residents and visitors to join the fun! We are actively seeking sponsors and other funding sources to finance the activities but are requesting \$25,000 of seed money. We have already created the "Celebrate Wausau" web site (www.celebrateausau.org) and social media accounts. These venues offer details regarding the monthly activities, self-guided tours to explore Wausau and some information on our rich history. The majority of the events are existing events that we are partnering with and adding a History Hotspot and historical aspects. There will be one event that is completely new and that will be Homecoming Weekend, July 23rd, which will be at Marathon Park and will have a variety of live music all day, food vendors, old fashioned carnival games and kids' activities, and a business/employer showcase in the exhibit building.

We propose the \$25,000 of seed money come from a one-time carry over from the 2021 budget. The city expects a surplus of approximately \$500,000. The Mayor's budget will likely return \$6,100 and the Council budget will return about \$12,500. These savings fund the majority of the carry over request.

Thank you for your consideration.

150th Rough Budget Draft

GENERAL FUND:

EXPENSES	\$42,800
Administration	\$25,000
Website	\$500
Graphic Design/Content	\$8,000
Marketing/Advertising	\$2,500
Photo/Video	\$800
Insurance	
Other Technology	\$3,000
Merchandise/Souvenirs	\$3000
Postage	
REVENUE	
Grants	\$35,000
Sponsorships	\$25,000
Other	

EVENTS:

EXPENSES	\$52,200
Permits	\$800
Venue Rentals	\$2,500
Tent Rentals	\$4,500
Equipment Rentals	\$6,000
Sound/Lights	\$1,800
Entertainment	\$9,000
Beverage (Beer & Soda)	\$14,000
Security	\$3,500
Shuttle	\$2,500
Toilets	\$3,000
Trash/Recycling	\$1,500
Accommodations	\$500
Volunteers	\$2,000
Signage	\$600
Supplies	
REVENUE	\$35,000
Vendor Fees	\$2,500
Beverage Sales	\$28,000
Souvenir Sales	\$4,500
Other	



Planning, Community and Economic Development
Liz Brodek, Development Director

TEL: (715) 261-6680
FAX: (715) 261-6808

TO: Economic Development Committee

FROM: Liz Brodek, Development Director

RE: Marketing Plan

Date: February 1, 2022

Background & The Problem to Solve

For several years, the Development Department has been tasked with marketing the City of Wausau. Throughout that time, this assignment has taken various forms, from more traditional marketing efforts to, most recently, a social media campaign and webpage. For recent marketing RFPs, only a small handful of responses were received. Each RFP only offered a year-long contract at most, which did not allow for long-term strategic planning or investment from respondents, which limits the efficacy of our investment.

As City Staff thought about the campaign's goal, questions of "what's the goal?" and "who is the audience?," were asked. As we examined the landscape of other organizations engaged in marketing in Wausau (namely, The Chamber, Greater Wausau Prosperity Partnership, Centergy, and the Convention and Visitors Bureau), we realized that no organization focuses on connecting community members to the community – there is a general focus on marketing Wausau to people beyond its borders. In short, we saw many organizations attracting but few, if any, focused on retaining.

We cannot expect to attract people to our community if we cannot retain who we have. Retention is an often overlooked but critical component to economic and workforce development. This marketing plan is intended to focus inward on our community to retain who we have by better connecting them to existing cultural, social, and civic assets in our community. Unlike similar strategies run through employers, this will focus on connecting people to their community without regard to employer or industry. As the City, we care most about whether people stay in our community, not which employer or industry they work for. Our goal with this plan is to provide an increased pool of people for all sectors of our economy.

In a recent International Economic Development Council (IEDC) webinar on marketing, several presenters noted that if a community is not marketing to itself – to its own citizens – it is failing. The people who live in a community are best positioned to be its best ambassadors, if they are aware of all it has to offer. This marketing plan is intended to bridge the gap of what we have and how people connect to it.

More historically, in 2010, the Knight Foundation conducted a Soul of the Community study in which Gallup surveyed 40,000 people in 26 communities nationwide over three years that studied drivers of attachment, or an emotional bond, to a community. The study consistently found that three drivers of attachment emerged as the main reasons people lived where they lived: openness (how welcoming a community is, the lead driver), aesthetics (how pretty it is), and social offerings (the amount and variety of how much there is to do). Our goal is to enhance these drivers and increase community attachment to Wausau.

As you know, the City of Wausau is currently undertaking its first strategic plan. The Steering Committee has identified several strategic priorities, the majority of which contain strategic objectives that focus on inclusivity and creating/enhancing a sense of belonging in our community (i.e. increase community attachment). A sense of belonging necessitates knowledge of community assets – it is impossible to belong to something you don't know about, understand, or feel a part of. This plan aims to create a better understanding of all our community has to offer and connect people to aspects of the community that facilitate a sense of belonging for them.



The Plan

A local philanthropist with a strong background in marketing and brand development noticed the lack of internal marketing as well. He worked with the Community Foundation in fall 2021 to establish a fund that will focus on creating awareness of Wausau's assets in the community. Currently, this project is funded at \$200,000 with a plan to increase to \$300,000 over the next two years or so. City staff has been in conversation with both Tim Parker, the President and CEO of the Community Foundation, and Ryan Gallagher, the donor of the fund, about this potential plan and forming a partnership with the City.

City Staff proposes investing \$20,000 of the annually budgeted Development Department marketing budget in this donor-advised fund at the Community Foundation with a goal of hiring a person to execute this plan, for a period of at least three years. A project of this magnitude and scope with long-term goals requires a significant ongoing investment to establish baseline data (that does not currently exist) and prove feasibility. The City's funding on its own would not allow this project to happen. It is more reasonable and is most effective and efficient to contribute to an existing, well-funded effort without duplication.

The Community Foundation is the most logical partner for this plan for several reasons. Not only do they already hold a fund with the same focus that would quintuple our investment over three years, but it is a better "persona" to front this project as a private 501(c)3 organization, it is not subject to public bureaucracy that can slow program responses when immediate needs arise, it is not subject to political whims, it encompasses the region (and all economic development is regional), they often call themselves as a "Switzerland" – a balanced, neutral entity that focuses on impact for the best interest of all in the community.

This plan also capitalizes on the existing assets of past marketing campaigns, so previous investments are utilized and expanded upon. My Wausome Stories and Wausome.com will be incorporated into this larger, longer-term project. With an expanded budget that this partnership allows, we will be able to follow through on Aplomb's suggestions, presented at this Economic Development Committee meeting.

The Community Foundation and donor have agreed to allow the City Development Director an advisory role for both hiring and advising the position. A Memorandum of Understanding is currently being drafted to establish a binding connection that reflects this agreement. Being able to play this role allows the proposed public dollars to be monitored and guided by City Staff who are also closely involved in the formation of the City's strategic plan.

Next Steps

Sole source documentation for expenditures over \$25,000 (this is a \$20,000/year investment over three years = \$60,000) must be approved by the Finance Committee. This item will be presented for approval at Finance on February 8, 2022. The MOU is expected to be finalized by the end of February at which point the job description would be developed and posted in March, interviews in April/May, with an expected start date in June or July. This position would present on project status in June or July 2023 (after 12 months of work), and annually thereafter.



CITY OF WAUSAU
SOLE SOURCE PURCHASE JUSTIFICATION
REQUIRED FORM PURCHASE OF GOODS OR SERVICES EXCEEDING \$10,000

Purchase of goods or services for no more than \$25,000 may be made without competition when it is agreed *in advance* between the Department Head and the Finance Director. Sole source purchasing allows for the procurement of goods and services from a single source without soliciting quotes or bids from multiple sources. Sole source procurement cannot be used to avoid competition, rather it is used in certain situations when it can be documented that a vendor or contractor holds a unique set of skills or expertise, that the services are highly specialized or unique in character or when alternate products are unavailable or unsuitable from any other source. Sole source purchasing should be avoided unless it is clearly necessary and justifiable. The justification must withstand public and legislative scrutiny. The Department Head is responsible for providing written documentation justifying the valid reason to purchase from one source or that only one source is available. Sole source purchasing criteria include: urgency due to public safety, serious injury financial or other, other unusual and compelling reasons, goods or service is available from only one source and no other good or service will satisfy the City's requirements, legal services provided by an attorney, lack of acceptable bids or quotes, an alternate product or manufacturer would not be compatible with current products resulting in additional operating or maintenance costs, standardization of a specific product or manufacturer will result in a more efficient or economical operation or aesthetics, or compatibility is an overriding consideration, the purchase is from another governmental body, continuity is achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, the purchase is more economical to the city on the basis of time and money of proposal development.

1. Sole source purchase under \$10,000 shall be evaluated and determined by the Department Head.
2. Sole source purchase of \$10,001 to \$25,000 a formal written justification shall be forwarded to the Finance Director who will concur with the sole source or assist in locating additional competitive sources.
3. Sole source purchase exceeding \$25,000 must be approved by the Finance Committee.



Ongoing Sole Source – 365 days



One Time Sole Source Request

1. Provide a detailed explanation of the good or service to be purchased and vendor.

The Development Department intends to invest \$20,000 per year, for three years (\$60,000 total), of our annual marketing budget in a donor-advised fund at the Community Foundation of North Central Wisconsin that is focused on internal community marketing, the same work we seek to undertake with our marketing funds. The Community Foundation fund will focus on marketing Wausau to our residents and better connect them to the people and natural, social, cultural, and civic assets in our community, thereby increasing resident attachment. The combination of these funds will enable the hire of a new position (plus program funds and administrative costs) to focus on internal marketing. Adding our budget to the existing fund at the Community Foundation is the most logical investment to accomplish a strategic project with the magnitude needed to accomplish these goals in our community. We could not perform on our marketing goals without the partnership with the Community Foundation.

After thorough review and consideration of possible plans and audiences, and an assessment of the existing marketing landscape in Wausau, Development Staff determined that an internal marketing campaign is necessary for our workforce development initiatives. This goal and plan do not exist in other organizations currently engaged in marketing. A local philanthropist saw the same gap and established a fund at the Community Foundation to focus on internal marketing to the community. Currently, the fund has \$200,000, and another \$100,000 is anticipated in the next two years or so.

The Community Foundation is the ideal partner for this project because of this existing fund with the same aim, our investment is quintupled in three years through the existing fund, it is a politically stable and neutral organization not subject to political whims, it encompasses the region (and all economic development is regional), is a private nonprofit not subject to government bureaucracy that slows program responses to immediate needs, and is generally a better “persona” to head this type of initiative.

2. Provide a brief description of the intended application for the service or goods to be purchased.

The marketing partnership between the City and Community Foundation is intended to invest our budgeted City marketing dollars in an existing effort that shares the same focus as a campaign for which the City would otherwise issue an RFP. This marketing plan focuses on internal marketing, or marketing the community to the community. We aim to better connect existing residents to others in the community, and build an awareness of and connection to existing natural, cultural, social, and civic assets. Through this

investment, we will be able to hire a person to do this work, provide funds for programming and asset development, and overhead administrative expenses for three years. The investment's size (when combined with the existing fund) and duration are adequate to launch this strategy and see meaningful results.

3. State why other products or services that compete in the market will not or do not meet your needs or comply with your specifications.

After meeting with the organizations noted in #4 below, it was clear that none were primarily focused on marketing Wausau to existing residents. Heads and representatives of the organizations said that this proposed internal marketing focus is needed, would not duplicate what they are doing, but would overlap. In that overlap, there is opportunity to exchange additional resources to help market our community internally and externally. Moreover, these other entities currently engaged in marketing have their own contributing constituents they answer to – whether business, hospitality, etc. The City and Community Foundation have a broader constituent base – the residents that call our community home. We are not bound by title, industry, or employer. This effort is meant to hit a broader array of people than existing marketing efforts reach.

We seek a partnership with these funds rather than an RFP because the scale of this total project necessitates large, long-term investment. We would not be able to accomplish the magnitude of connection and programming on a single \$20,000 investment. Committing to three years allows for continuous, uninterrupted work. By partnering with a trusted community organization that shares the focus and goals for a period of at least three years, we are making the most effective and efficient use of funds and investing over an appropriate timeframe to bring these efforts to fruition.

An internal marketing strategy is different than external marketing. Though we intend to utilize digital assets (as other external marketing campaigns do) we will deploy those primarily to people within our community, especially in Phase 1 of the project. To that end, we intend to use previous investments to the Wausome campaign for baseline data, information, and content for this project. In addition, this project will create experiences that connect residents to each other. The focus is on connecting people who are already here to members and assets of the community, thereby building resident attachment. The best people to market our community are those who already live here and doing so effectively means ensuring that those residents are aware of all Wausau has to offer. No other organization is primarily focused on building those connections. The first phase of this project will focus solely on retaining and connecting people who live here. (The second phase will focus on connecting newcomers to residents, regardless of industry, employer, etc.) We cannot attract if we cannot retain, and no other organization is focused primarily on retention, as this partnership will be.

4. Describe your efforts to identify other vendors to furnish the product or services.

The Development Department met with several entities engaged in marketing in the community, including the Convention and Visitors Bureau, The Wausau Region Chamber of Commerce, Greater Wausau Prosperity Partnership, and Centergy. These meetings were to understand who each organization was marketing to, and the goal of each campaign. A common factor that emerged was that each organization was focused primarily on attracting, marketing Wausau to people outside the region. After these conversations and research regarding marketing for workforce development, Staff decided that a focus on retention was necessary. As one International Economic Development Council webinar put it (paraphrasing), "if you're not marketing your community to your community, you're failing." We knew our goal with this investment and saw a clear lane in which the Community Foundation donor-advised fund was the only other player.

It should be noted that Wausau Events and Wausau River District arguably engage in internal marketing, though their efforts are directed more toward events and economic/small business development, respectively. Neither are engaged directly with this scale of broader internal marketing strategy.

All aforementioned organizations will be considered partners of this project, in that we intend to supply any helpful materials to any organization. As previously stated, the only constituents this effort is beholden to are our citizens, so materials and assets produced by this project will be made available for the broad benefit of our community.

5. How did you determine that the sole source vendor's price was reasonable?

The Development Department has historically issued an annual RFP in the amount of \$20,000 for marketing. Over the years, the goals and audiences have been left to respondents to articulate. Contracts were not necessarily expected to be contiguous or build on past investments. In sum, it lacked direction and did not seek a clear long-term goal. The current marketing contract was

extended so that new Development Staff could assess needs and opportunities for marketing. The budget remained the same. After Staff undertook the reviews and research mentioned above, the Development Department seeks to invest the \$20,000 budgeted to a marketing plan in the Community Foundation's donor-advised fund for internal marketing. We are requesting permission to invest our marketing dollars in a fund that quintuples our investment in three years and exponentially increases its efficacy.

In evaluating and establishing this partnership, it was critical that the Development Department maintain some oversight of the investment. Therefore, the Development Director will be involved in the hiring and advisory teams for this new position to maintain some public oversight of the project. City and Community Foundation staff, and City Staff and the donor, are also working on Memorandums of Understanding that reflect this, and integrate a public annual review of the project.

6. Which of the following best describes this sole source procurement? Select all that apply.

- ☒ Product or vendor is uniquely qualified with capability not found elsewhere.
- ☐ Urgency due to public safety, serious financial injury or other. (explain)
- ☐ The procurement is of such a specialized nature that by virtue of experience, expertise, proximity or ownership of intellectual property
- ☐ Lack of acceptable quotes or bids.
- ☒ Product compatibility or the standardization of a product.
- ☒ Continuation of a phased project.
- ☒ Proposal development is uneconomical.

Department: Development

Preparer: Liz Brodek

Vendor Name: Community Foundation of North Central Wisconsin

Expected amount of purchase or contract: \$20,000/year for 3 years = \$60,000

Department Head Signature:

Date:

Finance Director Signature:

Date:

To: Economic Development Committee

From: Randy Fifrick, Economic Development Manager

Date: February 1, 2022

Re: City Repurchase of 26 & 7 Investments LLC (AC & Sons) Property at 8104 Enterprise Drive



26 & 7 Investments LLC dba AC & Sons Party Tent Rentals (Developer) is requesting the City repurchase the parcel of land in the Business Campus that was sold to them in 2020.

On December 14, 2020 the City sold the Developer a 3.46 acre parcel of land located at 8104 Enterprise Drive for \$25,000. The Developer proposed building a 15,400 square foot warehouse, showroom and office building. However, the Developer has not been able to move forward with the planned construction and has not made any improvements to site.

Setbacks associated with the pandemic, building cost inflation, and lingering concerns of the pandemic are causing the Developer to reconsider their needs. The project's projected costs have risen from \$1-\$1.2 million to \$1.45-\$1.6 million since the project was conceived.

As part of the transfer of property, the "Standard Deed Restrictions for Wausau Business Campus" were recorded. Item 2(A) of those deed restrictions states that the City has the option to repurchase the land at the sale price paid by the Developer if the Developer fails to start construction within one year of purchase. After discussions with City Staff and weighing the possibility of requesting extension, the Developer has requested the City repurchase the property.

City Staff hopes that we can revisit these conversations with AC & Sons Party Tent Rentals in the future, but at this time, the City repurchasing this parcel appears to be in everyone's best interest.

Staff recommends the City repurchase the property at 8104 Enterprise Drive at a cost of \$25,000.

January 24, 2022

Economic Development Committee
407 Grant St
Wausau, WI 54403

26 & 7 Investments, LLC
309 S 10th Ave
Wausau, WI 54401

Re: "Standard Deed Restrictions"

To Whom It May Concern:

In December, I wrote you regarding the need for amending the "Standard Deed Restrictions" and explained the various reasons for why we have not started construction on the 8104 Enterprise Dr property I purchased last year. Today, I am writing to ask that the city repurchase this land for the same reasons indicated in the previous letter. I do not feel that we will be able to get this project off the ground without a substantial growth rate in our business. With rising inflation and interest rates, I know we will be having the same discussion at the end of 2022.

Sincerely,

A handwritten signature in black ink, appearing to read "William Fischer", with a stylized, flowing script.

William Fischer

Managing Member

26 & 7 Investments, LLC

December 29, 2021

Economic Development Committee

407 Grant St

Wausau, WI 54403

Fischer & Son Transport, Inc. dba AC & Sons Party Tent Rentals

152303 Starling Lane

Wausau, WI 54401

Re: Amendment to "Standard Deed Restrictions"

To Whom It May Concern:

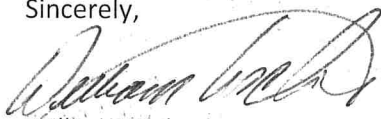
I am requesting an amendment to the Standard Deed Restrictions section 1 stating that within one year of closing we will build our new facility in the Wausau West Industrial Park at 8104 Enterprise Dr. We have completed preliminary site plans and continue to work with a contractor to complete this project. Or this is my offer to the city to repurchase the land according to those deed restrictions.

In addition to setbacks associated with the pandemic, inflation and lingering concerns of the pandemic are causing a major strain on securing financing for this project. In July of 2020, I wrote to you regarding our plans to build this facility with an estimated cost of \$1 million - \$1.2 million. Today we are looking at a cost of \$1.45 million - \$1.6 million. Unfortunately, this has put us over budget. We are continuing to assess our needs.

I am asking for you to consider at least another year extension, quite possibly two years so we do not have to revisit this again for the reasons listed above. I do not anticipate much changing in one year. In order to budget today's cost of this building into our future plans, we have to grow our business by another 40% on top of the 58% we grew since 2019. This will take some time to reposition ourselves for this facility, especially when our season is less than 7 months long.

Please contact me with any questions.

Sincerely,



William Fischer

Fischer & Son Transport, Inc

(715) 573-5659

WARRANTY DEED

Document No.

Document Title

RECORDED

December 30, 2020 9:22 AM

DEAN J. STRATZ, REGISTER OF DEEDS

EXEMPT: 77.25(2)

DOC# 1823903 PAGES: 4



1823903

THIS DEED, made between the City of Wausau, a municipal corporation of the State of Wisconsin, Grantor, and 26 & 7 Investments, LLC, a Wisconsin limited liability company, Grantee.

Grantor, for a valuable consideration, conveys and warrants to Grantee the following described real estate in Marathon County, State of Wisconsin:

Part of Lot 1 of Certified Survey Map No. 10229 recorded in the Office of Register of Deeds for Marathon County in Volume 42 of Certified Survey Maps on Page 52, and part of the Northeast 1/4 of the Northwest 1/4, Section 36, Township 29 North, Range 6 East, City of Wausau, Marathon County, Wisconsin, described as follows:

That part of said Northeast 1/4 of the Northwest 1/4 lying Southerly and Westerly of Enterprise Drive, lying North of the North lines of Lot 1 of Certified Survey Map No. 15945 recorded in the Office of Register of Deeds for Marathon County in Volume 73 of Certified Survey Maps on Page 49 and Lot 1 of Certified Survey Map No. 17226 recorded in the Office of Register of Deeds for Marathon County in Volume 82 of Certified Survey Maps on Page 24, and lying East of the East line of Lot 1 of Certified Survey Map No. 17858 recorded in the Office of Register of Deeds for Marathon County in Volume 86 of Certified Survey Maps on Page 103.

Recording Area

Name and Return Address:

26 & 7 Investments, LLC
c/o William Fischer
309 S. 10th Avenue
Wausau WI 54401

Charge City of Wausau

PIN: 291.2906.362.0949

Exempt from Fee Under 77.25(2), Wis. Stats.

This is not homestead property.

Exceptions to warranties: Covenants, conditions, easements, restrictions, and reservations of record.

Dated this 14th day of December, 2020.

CITY OF WAUSAU BY:

Katie Rosenberg
* Katie Rosenberg, Mayor

Leslie Kremer
* Leslie Kremer, Clerk

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, 2020.

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT DRAFTED BY

Anne L. Jacobson, City Attorney for the City of Wausau
City Hall, Wausau, WI 54403

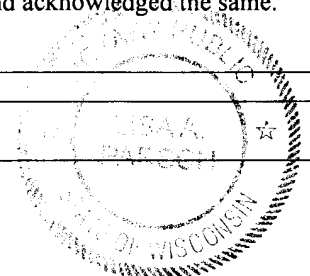
ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
MARATHON COUNTY)

Personally came before me this 14th day of December, 2020, the above named Katie Rosenberg, Mayor, and Leslie Kremer, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Lisa Fischer
* Lisa Fischer

Notary Public, State of Wisconsin
My commission: 8/3/24



STANDARD DEED RESTRICTIONS
FOR WAUSAU BUSINESS CAMPUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving the sale of 8104 Enterprise Drive in the Wausau Business Campus to Fischer & Son Transport Inc., dba AC & Sons Party Tent Rentals for \$25,000 for the construction of a 15,400-sq. ft. office and warehouse building

Committee Action: Approved 4-1

Fiscal Impact:

File Number: 20-0711

Date Introduced: July 14, 2020

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City originally established the Wausau Business Campus to encourage job growth and facilitate quality commercial infrastructure; and

WHEREAS, the City has a long and successful track record of public-private partnerships for development throughout the City and within the Wausau Business Campus which includes the sale and optioning of land for industrial and commercial growth; and

WHEREAS, AC & Sons Party Tent Rentals has examined sites for a new facility which would relocate its existing business from the Town of Rib Mountain and construct a 15,400-sq. ft. warehouse, showroom and offices; and

WHEREAS, AC & Sons Party Tent Rentals expects the new facility will allow it to add as many as four (4) fulltime jobs and ten (10) seasonal jobs to its existing workforce; and

WHEREAS, your Economic Development Committee, at their meeting of July 7, 2020, discussed and approved selling 3.42 acres of Wausau Business Campus property, approximately 2 acres of which is developable, due to the existence of designated wetlands.

NOW THEREFORE BE IT RESOLVED, the Common Council of the City of Wausau approves the sale of 8104 Enterprise Drive in the Wausau Business Campus to Fischer & Son Transport Inc., dba

AC & Sons Party Tent Rentals for \$25,000 for the construction of a 15,400-sq. ft. office and warehouse building.

BE IT FURTHER RESOLVED that the proper city officials are hereby authorized to execute the documents necessary to complete the conveyance.

Approved:

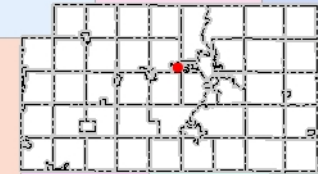
Katie Rosenberg, Mayor



Land Information Mapping System

TAYLOR

LINCOLN

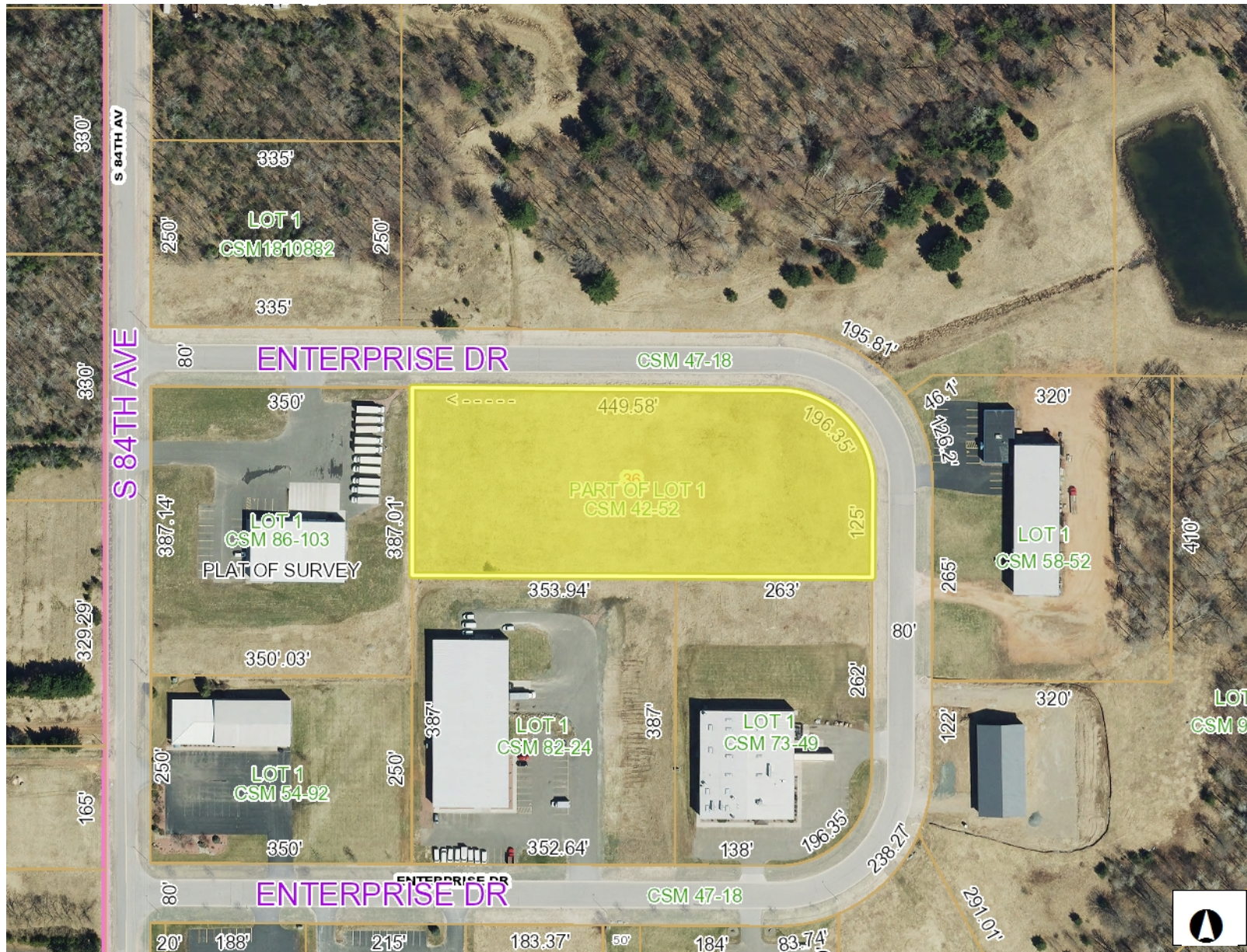


WOOD

PORTAGE

Legend

- Road Names
- Parcels
- Parcel Lot Lines
- Land Hooks
- Section Lines/Numbers
- Right Of Ways
- Named Places
- Municipalities
- 2020 Orthos Countywide
- Red: Band_1
- Green: Band_2
- Blue: Band_3



100.00 0 100.00 Feet



NAD_1983_HARN_WISCRS_Marathon_County_Feet

DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Marathon County-City of Wausau will not be responsible for any damages which result from third party use of the information and depictions herein or for use which ignores this warning. THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Document Number

**NOTICE OF EXERCISE OF REPURCHASE
OPTION**

The undersigned hereby gives notice of exercise of its repurchase option to repurchase the Property located at 8104 Enterprise Drive, Wausau, Marathon County, Wisconsin, as set forth in #2 of the Standard Deed Restrictions recorded as Exhibit "A" with the following Warranty Deed ("Restrictions"):

Warranty Deed dated December 14, 2020 recorded in the office of the Register of Deeds for Marathon County, Wisconsin on December 30, 2020 as Document No. 1823903 and described below (the "Property"):

Recording Area

Part of Lot 1 of Certified Survey Map No. 10229 recorded in the Office of Register of Deeds for Marathon County in Volume 42 of Certified Survey Maps on Page 52, and part of the Northeast 1/4 of the Northwest 1/4, Section 36, Township 29 North, Range 6 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Name and Return Address:

26 & 7 Investments, LLC
c/o William Fischer
309 N. 10th Avenue
Wausau, WI 54401

PIN: 291-2906-362-0949

That part of said Northeast 1/4 of the Northwest 1/4 lying Southerly and Westerly of Enterprise Drive, lying North of the North lines of Lot 1 of Certified Survey Map No. 15945 recorded in the Office of Register of Deeds for Marathon County in Volume 73 of Certified Survey Maps on Page 49 and Lot 1 of Certified Survey Map No. 17226 recorded in the Office of Register of Deeds for Marathon County in Volume 82 of Certified Survey Maps on Page 24, and lying East of the East line of Lot 1 of Certified Survey Map No. 17858 recorded in the Office of Register of Deeds for Marathon County in Volume 86 of Certified Survey Maps on Page 103.

26 & 7 Investments, LLC has failed to commence construction or make substantial use of the land within one year of the date of purchase and pursuant to Warranty Deed Restriction #2.B.1, offers to the City the option of repurchasing the land.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City of Wausau, Wisconsin, hereby exercises its option to repurchase the Property with respect to or as a result of the failure to commence construction within one year of conveyance from the City.

Dated this _____ day of _____, 2022.

CITY OF WAUSAU

ATTEST:

By: _____
Katie Rosenberg, Mayor

By: _____
Kaitlyn A. Bernarde, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2022, Katie Rosenberg, Mayor and Kaitlyn A. Bernarde, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

*
Notary Public, State of Wisconsin

My Commission _____.

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

WARRANTY DEED

Document No.

Document Title

RECORDED

December 30, 2020 9:22 AM

DEAN J. STRATZ, REGISTER OF DEEDS

EXEMPT: 77.25(2)

DOC# 1823903 PAGES: 4



1823903

Recording Area

Name and Return Address:

26 & 7 Investments, LLC
c/o William Fischer
309 S. 10th Avenue
Wausau WI 54401

Charge City of Wausau

PIN: 291.2906.362.0949

Exempt from Fee Under 77.25(2), Wis. Stats.

This is not homestead property.

THIS DEED, made between the City of Wausau, a municipal corporation of the State of Wisconsin, Grantor, and 26 & 7 Investments, LLC, a Wisconsin limited liability company, Grantee.

Grantor, for a valuable consideration, conveys and warrants to Grantee the following described real estate in Marathon County, State of Wisconsin:

Part of Lot 1 of Certified Survey Map No. 10229 recorded in the Office of Register of Deeds for Marathon County in Volume 42 of Certified Survey Maps on Page 52, and part of the Northeast 1/4 of the Northwest 1/4, Section 36, Township 29 North, Range 6 East, City of Wausau, Marathon County, Wisconsin, described as follows:

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Exceptions to warranties: Covenants, conditions, easements, restrictions, and reservations of record.

Dated this 14th day of December, 2020.

CITY OF WAUSAU BY:

Katie Rosenberg
* Katie Rosenberg, Mayor

Leslie Kremer
* Leslie Kremer, Clerk

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, 2020.

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by § 706.06, Wis. Stats.)

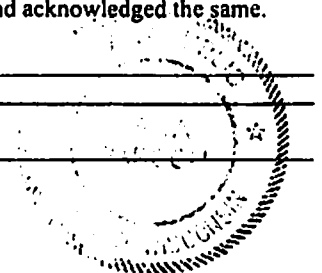
THIS INSTRUMENT DRAFTED BY
Anne L. Jacobson, City Attorney for the City of Wausau
City Hall, Wausau, WI 54403

ACKNOWLEDGMENT

STATE OF WISCONSIN)
MARATHON COUNTY) ss.

Personally came before me this 14th day of December, 2020, the above named Katie Rosenberg, Mayor, and Leslie Kremer, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

William Fischer
Notary Public, State of Wisconsin
My commission: 8/3/24



STANDARD DEED RESTRICTIONS
FOR WAUSAU BUSINESS CAMPUS

1. GRANTEE shall build within one year of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).

2. A. The City of Wausau (CITY) shall have the option of repurchasing the land at the sale price paid by GRANTEE for the property, plus the cost, less depreciation, if any, of any documented, mutually agreed upon improvements made to the property, under either of the following circumstances: ("Improvements" shall include all labor and material costs not previously reimbursed by CITY in connection with the purchase, hauling, placement, and compaction of fill necessary to bring the land to grade.)

1) ☒ In the event GRANTEE fails to start construction or make substantial use of the land within one year of the date of purchase;

2) In the event GRANTEE elects to convey all or any portion of said land at any time following the date of closing, the land shall first be offered to CITY and CITY shall have the option of repurchasing the land at the lesser of the following: The price and terms offered to GRANTEE by a prospective buyer; or at the sale price paid by GRANTEE for the property, plus the cost, less depreciation, if any, of any improvements made to the property, plus any outstanding, unpaid special assessments levied against that portion of the parcel.

B. In either event, the following procedure shall be used:

1) GRANTEE shall offer to CITY by registered mail, return receipt requested, mailed to the City Clerk, the option of repurchasing the land.

2) CITY shall have 90 days after the expiration of the one year time limit, or after the notice of intent to convey, to exercise its option to repurchase, unless an extension of time is mutually agreed upon and set forth in writing. Action on the repurchase shall be by a resolution adopted by the Common Council of CITY. If the option is exercised, conveyance to CITY shall be by warranty deed free and clear of all liens or encumbrances created by act or default of the GRANTEE.

C. This repurchase restriction runs with the land as do all the restrictions contained on this document, and all heirs and assigns of GRANTEE and every owner of the parcel shall be subject to this restriction and to all the restrictions in this document.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FINANCE COMMITTEE

Date and Time: Tuesday, April 27, 2021 @ 5:15 pm., Council Chambers

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

Others Present: Maryanne Groat, Anne Jacobson, Ben Bliven, Brad Lenz, Katie Rosenberg, Sean Fitzgerald, Jamie Polley, Leslie Kremer

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. The meeting was called to order by Chair, Lisa Rasmussen.

CLOSED SESSION pursuant to Section 19.85(1) (e) for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session regarding the purchase of property

Motion by Watson, second by Ryan to convene in CLOSED SESSION pursuant to Section 19.85(1) (e) for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session regarding the purchase of property. Roll call vote: Motion carried 5-0.

Convened back in Open Session at 6:17 p.m.

Adjourn Motion by Martens, second by Watson to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 6:19 p.m.

To: Finance Committee
From: Liz Brodek, Development Director
Date: February 8, 2022
Re: Offer to Purchase Divepoint at 106 E Wausau Avenue



The City of Wausau is able to purchase Divepoint at 106 E Wausau for \$300,000 plus the cost of possible environmental remediation and demolition expenses.

On April 27, 2021, the Finance Committee met in Closed Session and authorized the City to move forward with purchasing Divepoint at 106 E Wausau Ave for a maximum of \$300,000. Brad Lenz initially contacted the owners, Mr. & Mrs. Butt, to begin negotiations around \$250,000. The owners expressed that they were firm on \$300,000.

Upon starting my position, I was informed of the City's desire to purchase the property, why it was a strategic acquisition, the asking price, assessment value, and previous negotiations. I requested that Mr. Lenz contact Mr. & Mrs. Butt again to offer to purchase the property for \$275,000, which he did on November 15, 2021. The offer was again not accepted.

Eventually, I asked that Mr. Lenz contact Mr. & Mrs. Butt to offer the asking price of \$300,000. The offer was countered with a request to forgive 2021 and 2022 taxes. When the Butts were informed that tax forgiveness is not legal and we countered for \$300,000, they accepted the offer, effective January 6, 2022. Upon acceptance, the Development team worked with the Attorney's office to finalize conditions of the sale. Together, we agreed that satisfactory appraisal and a Phase 1 environmental report were necessary to proceed with the sale. These items, as well as acceptance of the offer, are conditioned on Council approval. These items are to be completed within 45 days of the accepted offer, or February 20, 2022.

We ordered a Phase 1 environmental study and asbestos report (given the age of the building) from REI and completed sole source documentation to memorialize the need for timeliness in this potential acquisition. We ordered an appraisal from Phillips after consulting with a number of other firms that were unable to meet our deadline or cost more.

The appraisal was returned on February 2, 2022, with a value of \$310,000.

The asbestos report was received on January 24, 2021, and included over 80 items containing asbestos, including the roof. REI recommended that the roof's asbestos be abated before the building could be demolished. Upon receiving this information, I discussed this with Tammy Stratz, our Community Development Manager, as she has more experience than anyone else in our department, or most of the City, abating such issues. She requested that another trusted contractor, Mavo, review this information to assess whether the asbestos had to be abated before demolition. Mavo returned a

quote on February 2, 2022, of \$29,000 as the “worst case scenario” for abatement costs.

The Phase 1 environmental report revealed that the only item of concern was that an underground petroleum storage tank was removed from the property. However, the proper documentation (WDNR/DATCP Forms) required for the removal of this tank were either never completed or were not able to be located. According to the City’s Environmental Engineer, Kevin Fabel, when an underground tank is removed, it is documented on WDNR/DATCP forms that there was no material leaking from the tank into the soils around the buried tank and that the soils where the tank was previously located are clean and no clean up or cap is needed. Without these forms, it is impossible to tell whether petroleum leaked in the soils around where the underground tank was located. The current Divepoint owners either need to provide the proper forms or have samples taken from the location of where the tank was located to confirm the soils are clean and also have a consultant complete the proper forms and submit them to WDNR/DATCP for the old removed tank which is a state law requirement. He concludes that overall, this concern is a low to medium risk for the property, but nonetheless, these requirements should be completed by Divepoint before transfer of the property to the City takes place.

This is a strategic acquisition for the City because it is the lone north riverfront parcel we do not own, and it sits at a critical juncture at E Wausau Avenue and N River Drive. This intersection may determine the parcel division on the former Great Lakes Cheese site. It is the gateway into that site, which the City previously acquired for redevelopment. The City also owns property immediately adjacent to the south: the main Wausau Chemical site, and the Water Treatment Plant. (Both should be ready for redevelopment in 2023.)

Staff recommends the City purchase the former Divepoint site at 106 E Wausau Avenue for \$300,000. Staff further recommends that this item not be tabled, as offer conditions expire on February 20, 2022.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving purchase of land and improvements at 106 E. Wausau Avenue (Divepoint)

Committee Action: Pending

Fiscal Impact: \$300,000

File Number: 12-0204

Date Introduced: February 8, 2022

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, acquisition of the parcel located at 106 E. Wausau Avenue (“Property”) is strategic from a riverfront development perspective, because it is the lone north riverfront parcel not currently owned by the City, and sits at the intersection of E. Wausau Avenue and North River Drive, adjacent to the former Great Lakes Cheese site, and two more parcels to the south, the Wausau Chemical site and the water treatment plant, both of which may be ready for redevelopment as early as 2023; and

WHEREAS, your Finance Committee, on April 27, 2021, gave direction to staff in closed session to negotiate an accepted offer for the purchase of the land and improvements located at 106 E. Wausau Avenue, without the business, subject to Council approval; and

WHEREAS, the City reached an accepted offer with the owners, Carrie L. and Robert L. Butt (“Seller”), on January 6, 2022, for the purchase of the subject Property for \$300,000, subject to several contingencies:

- An Environmental Evaluation Contingency – deemed satisfied unless within 45 days after acceptance, the City delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the defect(s) identified in the report to which the City objects
- An Appraisal Contingency – deemed satisfied unless within 45 days after acceptance, the City delivers to the Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value
- Accepted Offer subject to Common Council approval

WHEREAS, the City has until February 20, 2022, within which to provide notice and object to the

appraisal report prepared by Phillips Valuation & Consulting, LLC, which states that the “as is” market value of the fee simple interest in the property as of January 19, 2022, is \$310,000; and

WHEREAS, the City has until February 20, 2022, within which to provide notice and object to those “Defects” (as defined in the accepted offer) contained in the Phase I environmental study and asbestos report prepared by REI, which contains over 80 items containing asbestos, including the roof, and which environmental report revealed the removal of an underground petroleum storage tank from the Property, without the proper documentation having been filed with WDNR/DATCP; and

WHEREAS, your Finance Committee will meet on February 8, 2022, and staff will recommend that the purchase be approved, contingent upon the Seller either locating and providing the proper documentation for filing with the proper State agencies, or arranging for samples to be taken at the removal site of the underground storage tank to ensure no petroleum leaked into the surrounding soils, necessitating clean up or a cap and also completing and submitting the proper forms to the State of Wisconsin after that sampling is completed.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of the Wausau, that the purchase of land and improvements located at 106 E. Wausau Avenue be approved contingent upon the Seller either locating and providing the proper documentation for filing with the proper State agencies, or arranging for samples to be taken at the removal site of the underground storage tank on the Property, and the proper documentation being filed, indicating that no petroleum has leaked into the surrounding soils which would require clean up or a cap; and, that the proper City officials are authorized to close this transaction within 30 days of such proof being provided to the City.

Approved:

Katie Rosenberg, Mayor

To: Finance Committee
From: Liz Brodek, Development Director
Date: February 8, 2022
Re: Tot Lot (822 S 5th Ave.) Conveyance from Community Development Authority to City of Wausau



The Community Development Authority (CDA) is requesting acceptance of conveyance of the Tot Lot located at 822 S. 5th Avenue to the City of Wausau.

The Lincoln Neighborhood Tot Lot was a project the CDA undertook in the early 2000s. In late 2000, Director Mike Morrissey was working with Marathon Rubber, the former owner of the parcel, and Building Better Neighborhoods group to acquire the site for development. The objective was to develop half of the site as a park and the other half as housing. This purchase proceeded and in fall 2001, the site was graded and design of the parcel came to incorporate the remnant chimney at the neighborhood's request.

In spring 2002, the Economic Development department and CDA began working on plans for housing and a tot lot at 822 S. 5th Avenue. Director Morrissey presented a site map including five single family lots and a tot lot to the CDA Board for review. As plans progressed, the Parks Department was consulted about play structures for the tot lot. In August 2002, the CDA Board reviewed three bids on the tot lot play area and accepted a bid from Bluemel's of Greenfield, WI. In October 2002, the City Parks Committee named the development the Lincoln Neighborhood Tot Lot. In February 2003, the park was complete and home construction in the adjacent parcels was underway.

For the past 19 years, since the Tot Lot was created, the City/County Parks Department has been maintaining and enhancing it. The conveyance to the City was a housekeeping item that was overlooked and came to our attention in December 2021. At the regular CDA Board meeting on January 25, 2022, the CDA Board voted to convey the Tot Lot to the City. There is no financial impact to the City beyond what is already regularly incurred to accept conveyance of this property.

Staff recommends the City accept the conveyance of the Lincoln Neighborhood Tot Lot at 822 S. 5th Avenue.

CITY OF WAUSAU

ARPA FUNDS EVALUATION CRITERIA

CRITERIA	POSSIBLE SCORE		
	0 points	1-5 points	6-10 points
ALIGN WITH PRIORITIES: How well does the proposal align with the community's funding priorities? Does it support a livable community, fiscally sustainable government, environmentally sustainable community, and an improved & equitable quality of life?	Project is inconsistent with community priorities and does not advance community service.	Project is partly consistent with priorities but does not significantly advance community service.	Project is directly related to the community priorities and community service.
OTHER FUNDING SOURCES: Are there other federal/state ARPA alternative funding opportunities (such as the federal infrastructure bill) that could replace or supplement the request? Have these other funding sources been considered? Could the project/proposal be phased to accommodate other federal/state ARPA sources?	Alternative funding sources may be available but have not been explored, considered or leveraged.	Alternative funding sources may be available and will be leveraged if possible.	No alternate funding sources exist or alternative funding sources have already been leveraged to maximize the investment.
TIMELINE : Can the proposal be implemented and completed within the ARPA program deadlines? Obligated by 12/31/2024 and expended by 12/31/2026	Project timeline is not well defined and does not clearly establish a work completion within the timeline. Project completion is near the end the ARPA requirements	Project timeline is lengthy but demonstrates that completion is within the ARPA requirements.	Project timeline clearly demonstrates that work will conclude within the short term (1 year or less).
COST: Does the proposal cost represent a reasonable allocation of resources relative to other community proposals?	Project cost exceeds \$3,000,000	Project cost is \$1,000,000 to \$3,000,000	Project cost is under \$1,000,000
RESIDENT IMPACT: What portion of the community would benefit from this proposal?	Proposal demonstrates limited positive impact on a limited population (<25%)	Proposal demonstrates a positive impact on a material portion of the population 25-75%	Project demonstrates a strong positive impact on a significant portion of the population >75%
IMPACT ON FUTURE OPERATING BUDGETS: Will this proposal require ongoing funding? Will it reduce or increase ongoing operating expenses? Will the project produce additional annual revenues?	Project would significantly increase personnel or other operating costs or decrease revenues.	Project would have a neutral impact on personnel or other operating costs or revenues.	Project would decrease personnel costs, or other operating costs or increase operating revenues.
INTERGENERATIONAL EQUITY: Will the proposal place significant burden on future generations? Will this investment replace the need to borrow funds for the project? Will the project increase future obligations through maintenance?	Project/proposal does not replace future debt issuance and generates increased maintenance.	Project is a one time expense that does not change future budgets.	Project would result in significant savings by decreasing future debt issuance, increasing efficiency of service and staff and/or reducing the ongoing cost of obsolete assets.
COMPLEXITY AND READINESS: Is the project or proposal complex with multiple phases before implementation can begin? Does the project or proposal require outside approvals or oversight? Does a clear implementation plan exist? What complications could arise to prevent this project from achieving its intended goals?	Project is unable to proceed due to obstacles such as land acquisition, easements, designs and other approvals. Project is not shovel ready.	Minor obstacles, plans or details exist but should not impact a timely implementation.	Project is entirely ready to proceed. No obstacles exist.
CENSUS TRACT ELIBILITY: Does the proposal/project fall within a census tract or benefit those vulnerable populations and those disproportionately negatively impacted by COVID19?	This project/proposal is not located in a census tract and not designed to benefit those disproportionately negatively impacted by COVID as interpreted by ARPA regulations?	This project/proposal is not located in a census tract but will benefit all citizens including those disproportionately negatively impacted by COVID as interpreted by ARPA regulations?	This project/proposal is located in a census tract or is considered to benefit those disproportionately negatively impacted by COVID as interpreted by ARPA regulations?
IMPACT OF DEFERRAL: What is the impact of the deferral? Will costs go up? Will the City be out of compliance with mandates or regulations? Are there health and safety risks impacting residents that will remain unaddressed? Does this proposal improve the environmental quality of the city?	Deferral causes limited impact to service or disruptions.	Deferral will have limited impact on regulatory mandates, health and safety risks or environmental qualities.	Deferral will have a detrimental impact on regulatory mandates, health and safety risks or environmental qualities.
PROJECT PRIORITY AND IMPACT: Regardless of any other scores, do you believe this project should be a priority? Do you believe that the project is transformational for the community? Do you believe that the project will make a big impact?	Low priority, impact, transformational power	Some priority, impact and transformational power	High priority, impact and transformational power

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Modification of the 2022 Budget – carryover of the 2021 budget surplus to fund carpet replacement at the Police Department

Committee Action: Approved

Fiscal Impact (2021): This action will modify the 2022 budget by \$25,000

File Number: 21-1109

Date Introduced:

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: 2021 Budgets</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$12,000</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount: Funded from Tax Levy, prior year debt proceeds or TID Funds</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☒ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, the police department facility carpet is in need of replacement; and

WHEREAS, this was planned to be a phased project with the initial cost of less than \$2,000; and

WHEREAS, additional planning has exposed the need to purchase carpet squares for the entire facility to ensure the future phased replacement matches at an additional cost of \$12,000; and

WHEREAS, the 2021 Central Capital Purchasing fund facilities budget has remaining funds at yearend; and

WHEREAS, the Finance Committee has reviewed the request to carryover these unspent 2021 funds and increase the 2022 police facilities budget within the Central Purchasing Fund by \$12,000 to purchase carpeting for the entire police facility;

240-430098220 \$12,000

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 presented.

Approved:

Katie Rosenberg Mayor