

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



## OFFICIAL NOTICE AND AGENDA

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

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

Meeting of the: **PARKS AND RECREATION COMMITTEE OF THE CITY OF WAUSAU**  
Date/Time: **Monday, April 7, 2025 at 5:15pm**  
Location: **City Hall (407 Grant St, Wausau WI 54403) - COUNCIL CHAMBERS**  
Members: **Lou Larson, Carol Lukens, Tom Neal, Lisa Rasmussen, Sarah Watson**

### AGENDA ITEMS FOR CONSIDERATION

- 1 Approval of Minutes of the March 3, 2024 Meeting
- 2 Discussion and Possible Action Approving the Lease of the Riverlife Park Concession Building to CMA Wausau, LLC for the Seasonal Operation of a Ice Cream and Quick Serve Food Item Business
- 3 Discussion on Possible Action Approving the First Amendment to the Athletic Park Use Agreement for Wausau College Softball, LLC (WCS)
- 4 Discussion on Possible Action Approving the Third Amendment to the Athletic Park Use Agreement for Wausau College Baseball, LLC (WCB)
- 5 Discussion of the Role of the Park Commission
- 6 Educational Items
  - A. Park/Project Update (Athletic Park, Riverlife, Nine Mile, Marathon Park, General Maintenance)
  - B. Beer Garden Ordinance
- 7 Future Agenda Items -
- 8 Next Meeting: Monday, May 5, 2025 at 5:15pm, Council Chambers (City Hall 407 Grant St, Wausau, WI 54403)
- 9 Adjournment

Lou Larson, Chair

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/WausauCityCouncil>, 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 [Jamie.polley@marathoncounty.gov](mailto:Jamie.polley@marathoncounty.gov) with "Parks Committee public comment" in the subject line prior to the meeting start. All public comment, either by email or in person, if agendized, 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.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6622 or [ADAServices@ci.wausau.wi.us](mailto:ADAServices@ci.wausau.wi.us) to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 4/2/25 @ 2:00 p.m. Questions regarding this agenda may be directed to Winnie Parker, Park Office (715) 261-1550.

Distribution List: City Website, Media, WSD-Admin, Alderpersons, Mayor, Polley, Dept. Staff, Maryanne Groat, Brad Lenz, Eric Lindman, Lance Leonhard, Wisconsin Woodchucks, Wausau Events, Public Access, Wausau River District

## CITY OF WAUSAU – PARKS AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: March 3, 2025, at 5:15 pm

Location: Council Chambers, City Hall

Parks and Recreation Committee Members Present: Lou Larson (c), Carol Lukens, Tom Neal, Lisa Rasmussen, Sarah Watson

Others Present: Jamie Polley-Parks Director, Doug Diny-Mayor

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. A quorum was present, and the meeting was called to order at 5:15pm.

1. Approve Minutes – February 3, 2025 – **Motion** by Watson, second by Lukens to approve the Park and Recreation Committee February 3, 2025, minutes. Motion **carried** by voice vote; vote reflected as 5-0.
2. Discussion and Possible Action Authorizing Staff to Negotiate an Agreement for Operations of the Riverlife Concession Stand – Polley presented two proposals for operations of the Riverlife Concession Stand. Both proposals would provide similar concession offerings to the public. There were some differences in times and dates of operations and lease amounts. Questions were answered and discussions occurred. **Consensus** by members was made to allow Jamie Polley to present to both who put forth a proposal the following: to be open May through September or October, to have a lease amount of \$1,000 per month with proration during the months where they are operating on weekends only (May, September and possibly October), maintain consistent hours of operation, present a more detailed staffing plan, and an agreement that the Parks Department will maintain the bathrooms. Members would like to come back together for a special meeting regarding this discussion, to be determined prior to the next scheduled meeting.
3. Discussion and Possible Action Amending Sections 2.02.020 - Index of title 2 offices and the applicable sections, 2.16.010 - Generally, Rule 13 Committees, 2.20.040 - Uniform ordinance violation citation, 2.60.070 - Plan Commission, 2.90.030 - Smoking prohibited in specified outdoor areas, 3.12.020 - Various departments to be notified - Recommendations, 6.52.020 - Board of Park Commissioners to enforce chapter, 6.52.070 - Cost of tree care, 8.08.010 - Certain creatures forbidden, 9.08.020 - Throwing or shooting of arrows, stones and other missiles prohibited, 9.21.050 - Controlled areas, 10.20.080 - No parking and restricted parking areas designated, 10.38.020 - Operation on City owned or leased property, 12.56.030 - City Forester, 12.56.080 - Permit to plant, remove, maintain and protect trees and shrubs, 12.56.130 - Appeal from order of City Forester, 12.56.190 - Cost of planting, removing, maintaining and protecting trees and shrubs, 21.12.040 - Preliminary plat review and recommendations, 21.12.080 - Final plat review and recommendations, 21.13.060 - Final plat review and recommendations, 21.16.085 - Required dedications for park purposes, 21.16.120 - Vacation or alteration of parkland and 23.08.30 - Landscaping requirements and repealing and recreating Chapter 9.20 Park Regulations. **Motion** by Neal, second by Rasmussen, to accept the changes as outlined. Motion **carried** by voice vote; vote reflected as 5-0.
4. Discussion on Possible City Beer Garden – Polley presented the question as to the possibility of having a City Beer Garden. After researching neighboring counties and cities who already have beer gardens, it was discovered that the county can operate a beer garden without a liquor license. The City, however, will need to have an ordinance, resolution, or regulation passed that gives staff permission to operate without a license. The county employees would need to receive Safe Server training. If, however, an RFP were sent out and a local establishment or private vendor would be the establishment to provide liquor, they would need their own liquor license to operate and would be considered a Class B Picnic License which would also require fencing. This ordinance could be changed through the approval process with the City Council. It was suggested to start small, have a food truck, operate one or two days per week in a family-friendly setting to enhance the community. Questions were answered and discussion occurred. **Consensus** by members was made to further discuss the likelihood of a City Beer Garden once Director Polley has had an opportunity to assemble more information and a possible proposal.
5. Educational Items
  - A. Park Updates – Athletic Park – The clubhouse bathrooms are being made ADA compliant. Sylvan Hill – The season finished on Sunday, March 2, as the weather starting to warm up. Outdoor Ice – Winter activity is coming to an end as spring-like temperatures are here. Riverlife Park – The new fencing is up on the concession building, which will allow for proper ventilation. Marathon Park – Rink 2 ice is currently being removed with the

conclusion of the youth hockey season. Central WI Airport – It is expected to have one more day of snow plowing before the warmup this week. General Maintenance – There will be an increase of general routine maintenance activity throughout the parks now that everything is thawing out, currently staff is making repairs and repainting signs and benches.

6. Future Agenda Items – Athletic Park Use Agreement Amendments
7. Next Meeting: Monday, April 7, 2025, at 5:15 pm Council Chambers (City Hall 407 Grant Street Wausau, WI 54403)
8. Adjournment – **Motion** by Watson, second by Lukens to adjourn at 6:35pm. Motion **carried** by voice vote, vote reflected as 5-0.

2. Discussion and Possible Action Approving the Lease of the Riverlife Park Concession Building to CMA Wausau, LLC for the Seasonal Operation of a Ice Cream and Quick Serve Food Item Business  
Attached is the proposed lease for the concession building at Riverlife Park with CMA Wausau, LLC.

Highlights of the lease include:

Term of Initial Lease: June 1 – December 31, 2025 with a two year renewal option  
Dates of Operation: June 1-October 31 (Friday evenings, Saturdays and Sundays from Labor Day to October 31) – weather permitting  
11am-8pm Ice Cream, shakes, pizza  
Closed Mondays

Lease Amount \$900/month June-August, \$700/month May, September and October and \$450/month November-April  
Restrooms: City will maintain with the assistance of Lessee

The Parks and Recreation Committee should recommend approval of the lease to the City Council.

3. Discussion and Possible Action Approving the First Amendment to the Athletic Park Use Agreement for Wausau College Softball, LLC (WCS)

At the request of Wausau College Softball, LLC the first amendment to the Athletic Park Use Agreement is being presented. The amendment further defines the combined premise to include the sidewalk along Wausau Avenue from 3<sup>rd</sup> St to 5<sup>th</sup> St and extends the contract until 2044 for the field use and concessions.

The Parks and Recreation Committee should recommend approval of the amendment to the City Council.

4. Discussion on Possible Action Approving the Third Amendment to the Athletic Park Use Agreement for Wausau College Baseball, LLC (WCB)

At the request of Wausau College Baseball, LLC the third amendment to the Athletic Park Use Agreement is being presented. The amendment further defines the combined premise to include the sidewalk along Wausau Avenue from 3<sup>rd</sup> St to 5<sup>th</sup> St, extends the contract until 2053 for the field use and concessions and clarifies how the rental fee will be calculated each year to be consistent with the agreement established with Wausau College Softball.

The Parks and Recreation Committee should recommend approval of the amendment to the City Council.

5. Discussion of the Role of the Park Commission

Staff will provide an overview of the role established per resolution of the Park Commission and how items will be brought forward to the Parks and Recreation Committee and Park Commission. Questions will be answered.

- 6A. Park/Project Update

**Athletic Park:** Clubhouse renovations are underway. The work to make the restroom ADA has begun, flooring has been removed and procured, and additional cubbies are being constructed.

**Riverlife:** An RFP for the landscaping contract was let.

**Nine Mile:** All trails are closed for this season. Plans for the restroom renovation to make it ADA compliant are being finalized

**Marathon Park:** Ice is out in both Rink 1 and Rink 2. The rinks will host a Dinosaur show this month. Staff have begun the planning and procurement of the mat system upon approval of the County Board.

**General Maintenance –**

- Snow plowing and removal at various locations
- Park Clean up will begin when the snow melts.
- Restrooms and athletic courts will be summerized when the temperature remains above freezing.
- Horticulturalists have begun growing plants in the greenhouse.

**6B. Beer Garden Ordinance**

The ability for the City or County to operate beer sales either at an event or through a beer garden is per *Wisconsin State Statute 125.06 (6) Public parks. The sale of fermented malt beverages in any public park operated by a county or municipality. Fermented malt beverages shall be sold by officers or employees of the county or municipality under an ordinance, resolution, rule or regulation enacted by the governing body.*

The City Attorney's office is preparing the ordinance for discussion at the next Public Health and Safety meeting.

LEASE AGREEMENT BETWEEN THE CITY OF WAUSAU AND  
CMA WAUSAU, LLC

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "LESSOR," and CMA Wausau, LLC, hereinafter referred to as "LESSEE".

WITNESSETH:

WHEREAS, LESSOR presently owns property in the City of Wausau, a description of such property being attached hereto as "Exhibit 1" and incorporated herein by reference; and

WHEREAS, the property described on "Exhibit 1" contains a concession building, and LESSEE wishes to lease from LESSOR this building, and LESSOR wishes to lease to LESSEE this building, all upon terms and conditions as follows:

NOW, THEREFORE, and in consideration of the rents, covenants, and agreement herein contained, LESSOR does hereby lease to LESSEE, and LESSEE does lease from LESSOR the concession building located on that land described on "Exhibit 1" attached hereto:

1. **PREMISES.** LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR that certain building located on property is described as follows:

See "Exhibit 1" attached hereto and incorporated herein by reference.

2. **DURATION OF LEASE.** The initial term of this lease shall be Seven (7) months, beginning on

June 1, 2025, and terminating on December 31, 2025. Provided that LESSEE is not then in default, this lease may be renewed upon the mutual agreement of the parties' subject only to the fixed renewal increase described in paragraph 3 for additional successive terms of two years each, upon notice by the LESSEE to LESSOR of its intent to renew at least 120 days' prior to end of the then current term. If the LESSEE does not exercise its option to renew or the parties cannot agree on the terms for a new lease, then this agreement will terminate on the last day of the existing term.

3. **RENT.** LESSEE agrees to pay LESSOR as follows:

The rent shall be Nine Hundred Dollars (\$900) per month June through August, Seven Hundred Dollars (\$700) per month May, September and October and Four Hundred Fifty Dollars (\$450) per month November through April for the initial one (1) year term with a 3% increase applied at the beginning of each successive two-year term. Payments shall be made at the office of the City Clerk at City Hall, 407 Grant Street, Wausau, Wisconsin, or mailed to that address. Payment shall be received by the 1st day of each month for which the rent is due until the expiration of the lease agreement. (If the rent payment is made by mail, the money must be received by the City Clerk on or before the 1st day of each month.)

4. TAXES. (Went away 1/1/24) LESSOR shall be responsible for all real estate taxes.
5. CONDITION OF PREMISES. LESSEE having inspected the demised premises, agrees to accept the premises in its present condition and state of repair and acknowledges that LESSOR has made no representation as to the condition of the premises.
6. USE OF PREMISES. The premises shall be used for the seasonal operation of a business that serves ice cream and quick serve food items and related products, provided that any use shall be a use which is permitted by the zoning ordinances of the City of Wausau.
7. HOURS OF OPERATION. LESSEE shall be open from May 1 to (or through) May 31 and September 1-(through) October 31 Friday evenings, and Saturday and Sunday full days and Tuesdays through Sundays June 1- (through) August 31 each year, weather permitting. Hours of operation shall be daily (6 days a week) from approximately 11:00 a.m. to 8:00 p.m.
8. MAINTENANCE OF PREMISES. LESSEE agrees to keep the premises in good repair and reasonably clean at its expense, to maintain in good repair all equipment which is within the building on the premises and to return the building and the premises to LESSOR in reasonably good condition, repairing or replacing all broken or missing articles.

LESSEE shall be responsible during open season for keeping the interior space of the concession building reasonably clean at its expense. LESSEE shall be responsible during open season for maintaining all public and storage areas in and around the building, including nearby public seating areas and public waste receptacles.

LESSEE shall contract a dumpster at its expense for trash collection to be located in the combined trash enclosure provided by the City (see Exhibit 1).

LESSOR shall have the right to inspect the premises at all reasonable times and if LESSEE fails to keep the premises in a reasonably clean condition, LESSOR may clean the premises and charge the costs thereof to LESSEE.

LESSOR agrees to be responsible for daily cleaning and restocking of the public bathrooms during the months of operation. LESSEE shall assist LESSOR with daily cleaning and restocking of the public bathrooms during the months of operation.

LESSOR agrees to maintain owned areas surrounding and nearby the premises in good repair and reasonably clean during the term of this lease.

9. CHANGES/IMPROVEMENTS. It is agreed by and between the parties hereto that LESSEE shall not make any changes to or on or do anything to or on the interior or exterior of the building, the land, the parking lot, or the sign, unless specifically permitted by this agreement, such permission to change not to be unreasonably withheld by LESSOR.
10. REMOVAL OF EQUIPMENT, FIXTURES, ETC. LESSEE may remove, at its own expense and without damage to the building or grounds, any equipment, fixtures, personal property, air conditioning equipment, or other similar items owned and installed by LESSEE in or on the demised premises, provided, however, that it leave the premises in the same condition of repair and as tenantable as it was at the making of this agreement and prior to the addition of such equipment or fixtures.

11. EXTERIOR. It is agreed between the parties hereto that LESSOR shall be responsible for the exterior of the building, the doors and the windows, unless the repairs and/or maintenance is necessitated by an act or an omission of LESSEE or someone on the premises for the purpose of conducting business with LESSEE.
12. HEAT AND UTILITIES. It is agreed by and between the parties hereto that LESSOR shall pay and be responsible for natural gas, electrical, heat, water, and sewer utility charges services during the months of operation for the term of this lease. LESSEE shall pay and be responsible for any utility services needed for the operations of the business including but not limited to telephone and internet.
13. GOVERNMENTAL REGULATIONS. LESSEE agrees to keep and occupy the premises in accordance with all police, sanitary, health, safety, and other rules, laws, and regulations imposed by any governmental authority.
14. PROPERTY INSURANCE. LESSOR agrees to keep the leased premises insured for fire and extended coverage for the full insurable value thereof. LESSEE agrees to insure all of LESSEE's property on the leased premises, and any improvements that LESSEE might make to the leased premises, for fire and extended coverage for the full insurable value thereof.
15. LIABILITY INSURANCE. LESSEE agrees to carry and pay the premiums for public liability insurance, including liability under the safe place statute, insuring LESSOR against liability for injury to property for at least One Million Dollars (\$1,000,000) and against liability for injury to persons or for loss of life arising out of the use and occupancy of the demised premises, with limits of Two Million Dollars (\$2,000,000) per person and per occurrence, and shall furnish evidence of such insurance to LESSOR. In lieu of the foregoing, if LESSEE carries such public liability insurance under a blanket policy, LESSEE shall furnish LESSOR a current certificate to that effect which states the amount thereof, the type of coverage, and that LESSOR has been added as a coinsured for the demised premises. LESSOR shall have the right at any time to request LESSEE to raise the herein described limits of coverage. Such increase shall be implemented by LESSEE within thirty (30) days of notice by LESSOR.
16. INDEMNIFY AND HOLD HARMLESS. LESSEE agrees to indemnify LESSOR, and to save and hold LESSOR free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, which may be sustained by reason of damage or damages or injury to any person or persons or property or death to any person or persons, or by reason of any other liability imposed by law or by anything or by anyone else upon LESSOR, as the result of and/or due to LESSEE's operations on the premises which are the subject of this lease and/or as a result of and/or due to the presence of LESSEE on the premises which are the subject of this lease agreement and/or the result of and/or due to the existence of this lease agreement; and LESSEE agrees to indemnify and save and hold free and harmless any of LESSOR's appointed, hired, and elected officers, agents, employees and designees from the aforementioned judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature, and this specifically includes within this indemnification and hold harmless, attorney's fees and other costs of defense which may be sustained by and/or occasioned to LESSOR and/or any of LESSOR's appointed, hired, and elected officers, agents, employees and designees. I'm going to rewrite this.

17. RELEASE. LESSEE hereby releases LESSOR, and its officers, agents, employees and designees from all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature, which may result from or be due to LESSEE's operations on the premises which are the subject of this lease and/or as a result of and/or due to the presence of LESSEE on the premises which are the subject of this lease and/or as the result of and/or due to the existence of this lease agreement.
18. REPAIRS AND MAINTENANCE. LESSEE shall, during the term of this lease and any renewal or extension thereof, keep the interior of the building on the demised premises in good order, and in presentable appearance, reasonable wear and tear excepted, and shall keep the exterior premises reasonable free of debris and in good order and in a presentable manner. LESSOR's duties for maintaining the demised premises shall include, but shall not be limited to, repairs to the heating system, air-conditioning system, electrical system, plumbing system, walls, floors, ceilings, roof, and windows. In general, the structural components of the building shall be the responsibility of LESSOR to maintain.
19. ASSIGNMENT-SUBLETTING. LESSEE may not assign or sublet all or any portion of the demised premises without the approval of LESSOR, which approval shall not be unreasonably withheld. LESSOR shall have the right to sell, assign, or transfer LESSOR's interest in this lease agreement.
20. SIGNS. LESSEE may erect such signs, or place lettering or other types of identification upon the demised premises only in compliance with city ordinances and state and federal statutes and codes and with the approval of the Wausau & Marathon County Parks, Recreation & Forestry Department, such approval not to be unreasonably withheld.
21. DAMAGE OR DESTRUCTION. In the event the demised premises shall be destroyed, or so damaged by fire, explosion, windstorm, or other casualty so as to be untenable, LESSOR shall not be bound to restore the demised premises, and this lease agreement shall be immediately terminated. In the event the damage does not render the demised premises untenable, LESSOR shall restore the demised premises with reasonable dispatch and while such damage is being repaired, LESSEE shall be entitled to an equitable abatement of rent. LESSOR shall not be liable or responsible for any delays in rebuilding or repairing due to strikes, riots, acts of God, national emergency, act of a public enemy, governmental laws or regulations, inability to procure materials, labor, or any other causes beyond its control.
22. TERMINATION OF LEASE BY LESSOR. If default is made in the payment of rent, at the times above stated, or if LESSEE shall break any of the covenants and agreements herein contained, or shall willfully or maliciously do injury to the premises, or shall file a petition in bankruptcy or have an involuntary petition in bankruptcy filed against him, or make an assignment for the benefit of creditors, LESSOR or its legal representatives shall have the right at any time thereafter, without notice, to declare this lease void and the term herein contained ended, and may re-enter the premises and expel LESSEE, using such force as may be necessary, without prejudice to any remedies which LESSOR may have to collect arrears of rent.

LESSOR shall terminate the lease with LESSEE for any reason upon written notice of such termination to LESSEE with a minimum two (2) year notification.

23. LESSOR'S OPTION TO CURE LESSEE'S BREACH. In the event of any breach hereunder by LESSEE, either in payment of insurance premiums, personal property taxes, charges, rents, fees or licenses levied, charged, or assessed by governmental authority, or in the making of repairs or maintenance, or in failing to deposit policies, or in any other covenants and agreements herein contained, LESSOR may immediately, or at any time thereafter, after five (5) days written notice to LESSEE, cure such breach at the expense of LESSEE. If LESSOR, at any time, by reason of such breach, is compelled to pay, or elects to pay, any money or to do any act which will require the payment of any money, or is compelled to incur any expenses, including reasonable attorney's fees, in instituting or prosecuting any action or proceeding to enforce LESSOR's rights hereunder, the sums so paid by LESSOR with interest at the rate of 10 percent per annum from the date of payment thereof, shall be deemed additional rent hereunder and shall be due from LESSEE to LESSOR from the time of disbursement. It is agreed that after the service of any notice, or the commencement of suits, or after final judgment for possession of the premises, LESSOR may receive and collect any rent or additional rent due without prejudice to or waiver of an effect upon the said notice, suit, or judgment.
24. CUMULATIVE REMEDIES. All rights and remedies of LESSOR herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.
25. NOTICES. Any notice required or permitted under this lease agreement shall be deemed sufficiently given or served if sent by certified mail, return receipt requested, to LESSEE at 201811 Dubay Drive Mosinee, WI 54455, and to LESSOR at City Hall, 407 Grant Street, Wausau, WI 54403. Either party may, by proper notice, at any time from time to time, designate a different address to which notice shall be sent. Notices given in accordance with these provisions may also be made through personal receipt by the party to whom the notice is addressed.
26. INSPECTION. LESSOR or its agents or representatives shall have the right to enter and inspect the premises at reasonable times including during usual business hours and at any time in the event of an emergency that would substantially jeopardize LESSOR's interest in the leased premises.
27. SURRENDER OF PREMISES. LESSEE agrees and covenants that at the termination of this lease agreement or any renewal thereof, it will quietly and promptly yield, and surrender said premises to LESSOR in as good condition of repair as when taken by it, reasonable wear and tear and damage by the elements alone excepted.

Should LESSEE remain on the premises subsequent to the termination date, LESSEE shall be considered as a month-to-month tenant upon the same terms and conditions as this lease and LESSOR shall have the right to terminate said tenancy upon thirty (30) days' notice.

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

CITY OF WAUSAU

CMA WAUSAU, LLC.

\_\_\_\_\_  
Mayor, Doug Diny

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

## EXHIBIT 1

Part of Lot 2 of Certified Survey Map No. 17367 recorded in the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24, being part of Sections 25 and 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin.

**FIRST AMENDMENT TO  
ATHLETIC PARK USE AGREEMENT**

**THIS FIRST AMENDMENT TO ATHLETIC PARK USE AGREEMENT** (the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF WAUSAU**, a municipal corporation organized pursuant to the laws of the State of Wisconsin (hereinafter called “City”), **NORTHWOODS LEAGUE, INC.**, a Michigan Limited Liability company (hereinafter called “Northwoods”), and **CENTRAL WISCONSIN SPORTS & ENTERTAINMENT, LLC**, a Wisconsin Limited Liability company (hereinafter called “CWSE”) and its subsidiary **WAUSAU COLLEGE SOFTBALL, LLC**, a Wisconsin limited liability company (hereinafter called “WCS”).

**WITNESSETH:**

WHEREAS, City, Northwoods, CWSE, and WCB are parties to that certain Athletic Park Use Agreement dated March 13, 2024 (the “Original Agreement”); and

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

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

**ARTICLE 1 – TERM**

Section 1.1 The Term of the Agreement in “ARTICLE I – TERM,” of the Use Agreement is hereby extended to December 31, 2044.

**DEFINITIONS** – Where would this fit since we define combined facilities in the 1<sup>st</sup> whereas?

“Combined Facilities” shall mean Athletic Park, Neighborhood Park, sidewalk along E. Wausau Avenue from 3<sup>rd</sup> Street east to east parcel line of 508 E Wausau Ave and sidewalk on Union St from 5<sup>th</sup> Street east to east property line of Neighborhood Park.

**ARTICLE 2 – FACILITIES**

Section 2.2 Rental Fee. A new Article II, Subsection 3.A. of the Use Agreement is hereby created to read as follows:

- C. **Years 2025-2044.** The annual fee for 2025 will be \$9,424.80 based on an individual game fee of \$471.24 (which individual game fee is only applicable to any WCS-sponsored WCS League softball games played at Athletic Park after the first twenty (20) games included in the annual rental fee). The annual rental fee shall increase by 3.0% each year.

## ARTICLE 3 – CONCESSIONS

Section 3.1 Concession Rights and Fees. Article III, Section 2 of the Use Agreement is hereby amended in its entirety to read as follows:

B. **Years 2025-2044**. The concession fee for 2025 shall be \$125/game and will increase by 3% on January 1 of each year.

DRAFT

**THIRD AMENDMENT TO  
ATHLETIC PARK USE AGREEMENT**

**THIS THIRD AMENDMENT TO ATHLETIC PARK USE AGREEMENT** (the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF WAUSAU**, a municipal corporation organized pursuant to the laws of the State of Wisconsin (hereinafter called “City”), **NORTHWOODS LEAGUE, INC.**, a Florida corporation (hereinafter called “Northwoods”), and **WISCONSIN COLLEGE BASEBALL, LLC**, a Wisconsin limited liability company (hereinafter called “WCB”).

**WITNESSETH:**

WHEREAS, City, Northwoods, and WCB are parties to that certain Athletic Park Use Agreement dated May 20, 2013 (the “Original Agreement”); as amended by the First Amendment to Athletic Park Use Agreement dated April 15, 2015 (the “First Amendment”) and as amended by the Second Amendment to Athletic Park Use Agreement dated June, 10, 2020 (the “Second Amendment”) which, taken together with the Original Agreement shall be referred to herein as the “Use Agreement”; and

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

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

**ARTICLE 1 – DEFINITIONS**

Section 1.1 “Combined Facilities” shall mean Athletic Park, Neighborhood Park, sidewalk along E. Wausau Avenue from 3<sup>rd</sup> Street east to east parcel line of 508 E Wausau Ave and sidewalk on Union St from 5<sup>th</sup> Street east to east property line of Neighborhood Park.

**ARTICLE 2 – AMENDMENTS**

Section 2.1 Term. The Term of the Agreement in “ARTICLE I – TERM,” of the Use Agreement is hereby extended to December 31, 2053.

Section 2.2 Rental Fee. Article II, Subsections 3.C. through 3.F. are hereby replaced with a new Article II, Subsection 3.C. of the Use Agreement is hereby created to read as follows:

- C. **Years 2025-2053**. The annual fee for 2025 will be \$15,005.86 based on an individual game fee of \$468.93 (which individual game fee is only applicable to any WCB-sponsored WCB League baseball games played at Athletic Park after the first thirty-two (32) games included in the annual rental fee). The annual rental fee shall increase by 3.0% each year.

## ARTICLE 3 – CONCESSIONS

Section 3.1 Concession Rights and Fees. Article III, Section 1.B of the Use Agreement is hereby amended in its entirety to read as follows:

**B. Years 2025-2053.** The concession fee for 2025 shall be \$6.882.25 and will increase by 3% on January 1 of each year.

DRAFT