



OFFICIAL NOTICE AND AGENDA

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

Meeting of the: **COMMON COUNCIL OF THE CITY OF WAUSAU**
 Date/Time: **Tuesday, February 28, 2023 at 6:30 p.m.**
 Location: **City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers**
 Members: Carol Lukens, Michael Martens, Tom Kilian, Doug Dinny, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Chad Henke

Call to Order

Pledge of Allegiance / Roll Call / Proclamations

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

| File # | CMT | Consent Agenda | ACT |
|---------|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| 23-0201 | COUN | Minutes of previous meeting (2/14/23) | Place on file |
| 04-0110 | AIR & FIN | Joint Resolution Authorizing Amendment to Current T-Hangar Leases for the Downtown Wausau Airport | Approved 6-0 Approved 5-0 |
| 22-1108 | ED | Resolution Approving termination of recorded Deed Restrictions for 110 S. 84th Avenue | Approved 4-0 |
| 21-1109 | FIN | Resolution Approving the Reclassification of Projects funded by the American Rescue Plan Act of 2021, Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Program to the Revenue Loss Classification | Approved 5-0 |
| 99-1020 | FIN | Resolution Approving payment agreement with KOZ Holdings, LLC d/b/a Pro Players Sports Bar and Grill for parking lease invoices – 206 Grand Avenue, Schofield | Approved 5-0 |
| 23-0213 | FIN | Resolution Approving acquisition of 144 W. Washington Street from Community Development Authority | Approved 5-0 |
| 23-0214 | FIN | Resolution Approving contract with E-Plan Exam for comprehensive commercial building and plumbing plan review | Approved 5-0 |

| File # | CMT | Resolutions and Ordinances | ACT |
|---------|-----|------------------------------|-----|
| 23-0203 | | Mayor's Appointments | |
| | | Public Comment & Suggestions | |

Adjournment

Signed by Mayor Katie Rosenberg

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

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 2/24/23 @ 3:30 PM. Questions regarding this agenda may be directed to the City Clerk.

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



Commendation

- WHEREAS,** Anthony Scully Earl, known as Tony, was born on April 12, 1936 in St. Ignace, Michigan; and
- WHEREAS,** Tony Earl was elected as the 41st governor of Wisconsin in 1983 and held the office for four years; and
- WHEREAS,** Tony Earl started his career as the assistant district attorney of Marathon County, serving from 1965 to 1966; and
- WHEREAS,** Tony Earl next served the City of Wausau as the City Attorney from 1966 to 1969; and
- WHEREAS,** Tony Earl was then elected to serve in the Wisconsin State Assembly; during that tenure he served as majority leader. He then served as secretary of the Wisconsin Department of Administration and then the Wisconsin Department of Natural Resources; and
- WHEREAS,** during both his time as governor and as the secretary of the DNR, he was supportive of stewardship and conservation, and was on several committees focused on these topics, such as the EPA's subcommittee on Energy, Clean Air and Climate Change; and
- WHEREAS,** Tony Earl is remembered as a staunch politician who stood by his beliefs, yet retained friendships with members of both political parties; and
- WHEREAS,** Tony Earl passed away on February 23, 2023 at the age of 86; and
- WHEREAS,** Tony Earl is survived by his four daughters, Julia Earl, Anne Earl, Maggie Earl Shore and Kitty Earl-Torniainen, and 11 grandchildren; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, State of Wisconsin, do hereby commend Tony Earl for his service and dedication to our city, county, and state.

Katie Rosenberg
Mayor, City of Wausau
February 24, 2023

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, February 14, 2023 in Council Chambers, beginning at 6:30 p.m.,
Mayor Katie Rosenberg presiding.

Roll Call

2/14/2023

Roll Call indicated 11 members present.

| <u>District</u> | <u>Aldersperson</u> | <u>Present</u> |
|-----------------|---------------------|----------------|
| 1 | Lukens, Carol | YES |
| 2 | Martens, Michael | YES |
| 3 | Kilian, Tom | YES |
| 4 | Diny, Doug | YES |
| 5 | Gisselman, Gary | YES |
| 6 | McElhaney, Becky | YES |
| 7 | Rasmussen, Lisa | YES |
| 8 | Watson, Sarah | YES |
| 9 | Herbst, Dawn | YES |
| 10 | Larson, Lou | YES |
| 11 | Henke, Chad | YES |

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

- 1) Denis Wolowski, 1520 Golf Club Rd, spoke in opposition to the Rezoning of 1600 Golf Club Road indicating he was speaking on behalf of six neighboring property owners. He reiterated the concerns expressed at the public hearing of devaluing of the properties, increased traffic and noise, degradation of the appearance of the neighborhood, and the moving in and out of families. He asked the Council to vote no to the rezoning.

Consent Agenda

2/14/2023

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

23-1101 Minutes of previous meeting (1/24/23)

06-0919 Joint Resolution of the Airport and Finance Committees approving Termination of Airport Ground Lease with Allan Woldt

02-1019 Joint Resolution of the Airport and Finance Committees Approving Termination of Airport Ground Lease with Wynn Jones & Associates

23-0204 Initial Resolution of the Capital Improvements & Street Maintenance Committee Setting a public hearing regarding vacating and discontinuing the portion of an alley that abuts 300 West Knox Street, 1110 North 3rd Avenue, 1114 North 3rd Avenue, and 1111 North 4th Avenue

23-0205 Initial Resolution of the Capital Improvements & Street Maintenance Committee Setting a public hearing regarding vacating and discontinuing right-of-way located east of 1610 Meadowview Road, 1615 Meadowview Road, and 1612 Evergreen Road, which abuts the boundary of Parcels 080-2908-074-0992 and 156001 Forest Valley Road in the Town of Wausau

23-0206 Resolution of the Capital Improvements & Street Maintenance Committee Approving easement agreement with Kolbe & Kolbe Properties, Inc. at 1111 McCleary Street for a future parkway or multi-use trail adjacent to the Wisconsin River

23-0207 Resolution of the Capital Improvements & Street Maintenance Committee Approving the street name change for the east/west segment of South 18th Avenue between South 17th Avenue and South 18th Avenue

23-0208 Resolution of the Finance Committee Approving donation of fire safety trailer to Ringle Fire Department

98-0618 Resolution of the Public Health & Safety Committee Adopting the Marathon County all Hazards Mitigation Plan 2022 Update

05-0604 Resolution of the Public Health & Safety Committee Adopting the National Incident Management System

23-0108 Resolution of the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated

14-0407 Ordinance of the Public Health & Safety Committee Amending Section 1.01.025 Issuance of citations; Repealing Section 2.20.045 Enforcement of certain property violations

23-0209 Ordinance of the Public Health & Safety Committee Amending Section 8.08.001 Definitions, Section 8.08.120 Number of dogs and cats limited, Section 8.08.270 Penalty; Creating Section 8.08.171 Permitting of commercial kennels, Section 8.08.172 Commercial kennel permit fees, Section 8.08.173 Permit application process, Section 8.08.174 General permit provisions, Section 8.08.175 Permit nonrenewal, suspension or revocation, Section 8.08.176 Abatement of nuisance at commercial kennel, Section 8.08.177 General facility standards, Section 8.08.178 Indoor facility standards, Section 8.08.179 Outdoor facility standards, Section 8.08.180 Enclosures, Section 8.08.181 Feeding and food receptacles

22-1109 Joint Resolution of the Airport and Public Health & Safety Committees Authorizing the amendment of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) relating to commercial kennel permit fees

17-0512 Resolution of the Wausau Water Works Commission Authorizing Execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement.

Yes Votes: 11 No Votes: 0 Result: PASS

21-0706 Amendment

2//14/2023

Motion by Kilian, second by Larson to Amend the City of Wausau Five-Year Strategic Plan (2022-2027) – to include a include a commitment to environmental justice in the objectives and environmental justice goals in the performance measures of the Innovative Public Services section on page 9.

Tom Kilian stated there are some elements of the plan that mention sustainability and last term the Council in a collaborative effort arrived at a resolution supporting environmental justice. He felt it would be positive as a safeguard and protection for our citizens, if along with some of the sustainability language, they could add commitment to environmental justice principles.

Doug Diny stated there was a lot of things in this plan that was started by the prior Council. He felt they should meet as a group or workshop to discuss it in detail and finetune it before acting on it. Mayor Rosenberg felt it is a living document and things can be revisited through committees rather than having another workshop.

Lisa Rasmussen did not object to the amendment but felt they should be cautious about having the plan be precise and exactly mirror our brainstorm list from our retreat. She thought they should use the strategic plan as an outline or guidepost for those discussions. The list is the Council’s priorities where we pick two or three issues that we really want to impact, knowing that we have two years to accomplish something. She felt that can exist separately and work with the strategic plan without being incorporated into it. The concepts should be more general in the plan.

Vote on amendment:

Yes Votes: 11 No Votes: 0 Result: PASS

21-0706

2//14/2023

Motion by Lukens, second by Martens to adopt the Resolution of the Executive Committee Approving and adopting the City of Wausau Five-Year Strategic Plan (2022-2027), as amended on Council floor.

Sarah Watson commented she wanted to see this plan adopted because it has been a long time coming and felt it has all the goals and outcomes the Council and community want. She felt if we can get it going, we can start measuring things.

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

| <u>District</u> | <u>Aldersperson</u> | <u>Vote</u> |
|-----------------|---------------------|-------------|
| 1 | Lukens, Carol | YES |
| 2 | Martens, Michael | YES |
| 3 | Kilian, Tom | NO |
| 4 | Diny, Doug | YES |
| 5 | Gisselman, Gary | YES |
| 6 | McElhaney, Becky | YES |
| 7 | Rasmussen, Lisa | YES |
| 8 | Watson, Sarah | YES |
| 9 | Herbst, Dawn | YES |

| | | |
|----|-------------|-----|
| 10 | Larson, Lou | YES |
| 11 | Henke, Chad | YES |

23-0210

2//14/2023

Motion by Watson, second by Henke to adopt the Ordinance of the Plan Commission Rezoning 1600 Golf Club Road from SR-2, Single family Residential-2 Zoning District to TF-10, Two Flat Residential-10 Zoning District.

Lisa Rasmussen commented she struggled with to see how this duplex is so detrimental to a neighborhood because it is only a two-family home, not an 8-unit apartment building or an apartment complex that comes with 20 vehicles. She requested feedback from either the Council member who sits on the Plan Commission or the Mayor.

Mayor Rosenberg indicated the concerns she gathered were related to this very long, skinny driveway that is shared, as well as concerns about the wildlife that is enjoyed there. Bill Hebert stated all the land was annexed into the city from the Town of Texas and the almost two-acre piece they are looking to rezone would only be for a two-family structure. He noted it could have potentially been subdivided into five lots but did not have enough street frontage with just a narrow driveway.

Gary Gisselman felt the neighborhood made a strong case at the Plan Commission that with the terrain and the fear of what might happen in the future to enlarge the building, that it does not fit into the neighborhood itself. Lou Larson felt they should listen to what the people of the neighborhood want and vote no. Becky McElhaney indicated she would not support it either because although this request may be okay, we don't know what a future owner might do and because her neighborhood doesn't want this. She noted there are also water issues that could affect people next door. Tom Kilian commented we are elected to serve the people, not rule over them and we should heed the sentiments of the long-standing property owners in opposition. Dawn Herbst indicated she drove up to the neighborhood to view the site and believed the water running downhill onto the property will be a big problem. She was in favor of a single-family home but not a duplex. Rasmussen agreed stormwater runoff could be a serious problem.

Doug Diny questioned if the two structures on the west side of the access way with no frontage were put in by exception or grandfathered. Hebert explained they were developed in the Town of Texas and annexed in and served with sewer & water. He noted initially the developer wanted to split this into two lots but because of the zoning code regarding minimum street frontage, this was the only way to have two living units on this property.

Yes Votes: 3 No Votes: 8 Abstain: 0 Not Voting: 0 Result: FAIL

| <u>District</u> | <u>Aldersperson</u> | <u>Vote</u> |
|-----------------|---------------------|-------------|
| 1 | Lukens, Carol | NO |
| 2 | Martens, Michael | YES |
| 3 | Kilian, Tom | NO |
| 4 | Diny, Doug | YES |
| 5 | Gisselman, Gary | NO |
| 6 | McElhaney, Becky | NO |
| 7 | Rasmussen, Lisa | NO |
| 8 | Watson, Sarah | YES |
| 9 | Herbst, Dawn | NO |
| 10 | Larson, Lou | NO |
| 11 | Henke, Chad | NO |

23-0211

2//14/2023

Motion by Watson, second by Lukens to adopt the Ordinance of the Plan Commission Rezoning 4308 North 6th Street from UMU, Urban Mixed Use Zoning District to SR-5, Single Family Residential-5 Zoning District (Lot 2) and Urban Mixed Use Zoning District (Lot 1)

Yes Votes: 11 No Votes: 0 Result: PASS

Suspend the Rules

2//14/2023

Motion by Rasmussen, second by Herbst to Suspend Rule 6(B) Filing of Resolutions.

Yes Votes: 11 No Votes: 0 Result: PASS

14-1009

2//14/2023

Motion by Rasmussen, second by Lukens to adopt the Resolution of the Finance Committee Approving Wireless Telecommunication Equipment and Service Agreement with New Cell, Inc. d/b/a Cellcom.

Yes Votes: 11 No Votes: 0 Result: PASS

23-0212

2//14/2023

Motion by Herbst, second by Watson to adopt the Resolution of the Human Resources Committee Approving Underfilling the Deputy Assessor Position with a Property Appraiser Position.

Yes Votes: 11 No Votes: 0 Result: PASS

Public Comment and Suggestions:

None

Adjournment

2//14/2023

Motion by Henke, second by Watson to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 7:03 pm.

Katie Rosenberg, Mayor
Kaitlyn Bernarde, City Clerk

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

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

Authorizing Amendment to Current T-Hangar Leases for the Downtown Wausau Airport.

Committee Action: Airport Approved 6-0
Finance Approved 5-0

Fiscal Impact: None

File Number: 04-0110

Date Introduced: February 28, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau owns and operates an airport within the corporate limits of the City of Wausau (“City”) known as the Wausau Downtown Airport (“Airport”); and

WHEREAS, the Airport Manager has recommended that certain changes be made to the T-Hangar Leases governing the rental of City-owned airplane hangars for more efficient management of Airport business, as well as enhanced Airport security for the benefit of the City, tenants and all users of the Airport; and

WHEREAS, your Airport Committee, at its December 21, 2022, meeting and the Finance Committee at its February 14, 2023, meeting, recommend that the standard T-Hangar Lease be amended as set forth in Exhibit 1 attached hereto and that the Airport Manager proceed to have the amended T-Hangar Lease executed by all current Airport T-Hangar tenants; and

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau, that the Airport Manager is authorized and directed to take steps to accomplish the execution of amended T-Hangar Leases in the form of Exhibit 1 attached hereto.

BE IT FURTHER RESOLVED that all future airport T-Hangar tenants execute an amended T-Hangar Lease as set forth in Exhibit 2.

BE IT FURTHER RESOLVED the Mayor is hereby authorized and directed to execute amended T-Hangar Leases at the Airport in accordance with Exhibit 1 and Exhibit 2 and direct staff to utilize the revised standard T-Hangar Leases.

Approved:

Katie Rosenberg, Mayor

AIRPORT COMMITTEE

Date and Time: Wednesday, December 21, 2022 @ 5:30 pm, Wausau Downtown Airport

Members Present: Lisa Rasmussen (C), Lou Larson, Doug Diny, Dennis Seitz

Members Excused: Carol Lukens, Pat Peckham, Fred Prehn

Others Present: John Chmiel, Karl Kemper, Nathan Miller

Discussion and Possible Action Regarding Addendum to Airport T-hangar Leases Requiring Payment Through EFT (Electronic Funds Transfer) as the Only Payment Option.

John Chmiel stated two or three tenants are inconsistent with their lease payments to the city and after discussion with the Finance Director, they feel auto pay would solve this problem. He commented if people don't like this and choose to leave it doesn't matter because we have 16 on a waiting list.

Dennis Seitz indicated he would abstain from voting as a tenant at the airport.

Motion by Larson, second by Diny to approve the addendum to the lease for an EFT payment requirement. Motion carried 3-0, with one abstention.

FINANCE COMMITTEE

Date and Time: Tuesday, February 14, 2023 @ 5:30 pm., Council Chambers

Members Present: Lisa Rasmussen, Michael Martens, Doug Diny, Carol Lukens, Sarah Watson

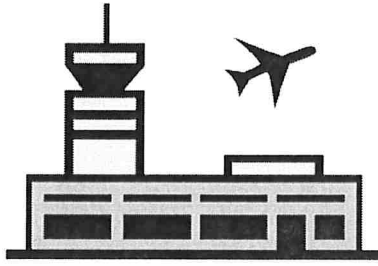
Others Present: Maryanne Groat, Anne Jacobson, Katie Rosenberg, Eric Lindman, Ben Bliven, Bob Barteck, Solomon King, Liz Brodek, Randy Fifrick, Bill Hebert, Tom Kilian, Mary Goede

Discussion and possible action regarding Addendum to Airport T-hangar Leases Requiring Payment Through EFT (Electronic Funds Transfer) as the Only Payment Option.

Rasmussen explained the Airport Committee recommends approving EFT as the only option for T-hangar leases to secure timely payments. This would also eliminate administrative time pursuing late payments.

Motion by Diny, second by Lukens to approve the Addendum to T-hangar leases. Motion carried 5-0.

MEMO



To: Finance Committee

From: John Chmiel

Subject: **Addendum to Airport T-hangar Leases (EFT Modification)**

Date: February 7, 2023

The airport committee approved the EFT modification to the airport T-hangar lease unanimously. The EFT modification is designed to streamline the billing/payment process for T-hangar renters. It is meant to reduce the monthly processing time required for T-hangar rent collection as well as eliminate bill collection for habitually late payment T-hangar tenants.

The airport committee adopted the FAA recommendations regarding hangar use at airports. The FAA has tied funding of capital projects to acceptable hangar use at airports. The language is designed to ensure that hangars are being used for aviation purposes and not primarily as non-aviation storage facilities. The language allows the City to evict non-compliant tenants in the interest of keeping active airworthy aircraft in hangars at the airport that actually contribute financially to the well-being of the airport and FBO through use of services.

Exhibit 1

FIRST AMENDMENT TO AIRPORT T-HANGAR LEASE WAUSAU DOWNTOWN AIRPORT, WAUSAU, WISCONSIN

THIS AMENDMENT TO AIRPORT T-HANGAR LEASE, made this _____ day of _____, 20__, by and between the City of Wausau, a municipal corporation of the State of Wisconsin located in Marathon County, Wisconsin ("Landlord"), and _____ tenant name _____, _____ address _____ ("Tenant").

WHEREAS, Landlord and Tenant have entered into an Airport T-Hangar Lease for T-Hangar No. ___ located at the Wausau Downtown Airport dated _____ ("T-Hangar Lease"), a copy of which is attached hereto as Exhibit 1; and

WHEREAS, the Landlord is continuing to improve the Wausau Downtown Airport experience for the tenants and guests; and

WHEREAS, the Landlord currently spends a great deal of time and effort tracking down and obtaining T-Hangar lease payments; and

WHEREAS, the Landlord believes requiring tenants of T-Hangars to pay the fee via Electronic Funds Transfer ("EFT") would alleviate the issue for both the Landlord and the Tenant; and

WHEREAS the United States Federal Aviation Administration ("FAA") and Department of Transportation ("DOT") have issued a final Policy on the Non-Aeronautical Use of Airport Hangars ("Policy"), 81 F.R.38906, to be effective July 1, 2017; and

WHEREAS, in general the Policy clarifies the FAA's position regarding storage of non-aeronautical items in airport facilities designated for aeronautical use; and

WHEREAS, the parties desire jointly to be in compliance with the FAA Policy.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, and agreements in the T-Hangar Lease and this Amendment to Airport T-Hangar Lease ("Amendment"), the parties hereto agree as follows:

1. The T-Hangar Lease shall remain in full force and effect, except as modified by these Amendments.
2. Amendment to Paragraph 4. Paragraph 4 of the T-Hangar lease is deleted in its entirety and replaced with the following:
4. TENANT agrees to enroll in Electronic Funds Transfer ("EFT") via the form provided by Landlord to ensure prompt payment to the Treasurer for the City of Wausau, in advance, a monthly rental of _____ plus tax, **on or before the first day of each month**. EFT is the only acceptable form of payment. *For rents received after the FIFTH business day of each month, TENANT*

shall pay a Ten Dollar (\$10.00) late payment penalty on outstanding invoices. If rent is not received by the 30th day of the month, LANDLORD shall give TENANT thirty (30) days' notice of termination for default of the lease; and if TENANT fails to cure said default within those thirty (30) days, the lease shall automatically terminate. TENANT agrees to pay reasonable attorneys' fees, finance charges and other reasonable costs incurred in the collection of any past-due balance on this lease.

3. Amendment of Paragraph 15. Paragraph 15 of the T-Hangar lease is deleted in its entirety and replaced with the following:

15. (a) The hangar shall be used for aeronautical purposes which include:

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

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

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

- (c) Hangars shall not be used as a residence.

AIRCRAFT 1

MAKE AND MODEL OF AIRCRAFT TO BE STORED _____

YEAR _____ REGISTRATION NUMBER _____

APPRAISED VALUE _____ INSURANCE COMPANY _____

ADDRESS OF INSURANCE _____

EFFECTIVE DATE OF COVERAGE _____ EXPIRATION DATE _____

INSURANCE AGENT'S NAME _____

AGENT'S ADDRESS _____

AIRCRAFT 2

MAKE AND MODEL OF AIRCRAFT TO BE STORED _____

YEAR _____ REGISTRATION NUMBER _____

APPRAISED VALUE _____ INSURANCE COMPANY _____

ADDRESS OF INSURANCE _____

EFFECTIVE DATE OF COVERAGE _____ EXPIRATION DATE _____

INSURANCE AGENT'S NAME _____

AGENT'S ADDRESS _____

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

CITY OF WAUSAU, WISCONSIN

Katie Rosenberg, Mayor

Attest:

Kaitlyn Bernarde, Clerk

TENANT:

Signature: _____

Address:

TENANT:

Signature: _____

Address:

TENANT:

Signature: _____

Address:

TENANT:

Signature: _____

Address:

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 20__, the above-named Katie Rosenberg, Mayor, and Kaitlyn Bernarde, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

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

Notary Public, Wisconsin
My commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

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

Notary Public, Wisconsin
My commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

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

Notary Public, Wisconsin
My commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

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

Notary Public, Wisconsin
My commission: _____

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

EXHIBIT 1

ORIGINAL T-HANGAR LEASE



DIRECT WITHDRAWAL PAYMENT AUTHORIZATION FORM



I (we) hereby authorize the City of Wausau (39-6005648) to initiate entries and to initiate, if necessary, entries and adjustments for any entries in error to my (our) account indicated below and the depository named below, to credit and/or debit the same to such account.

This authority is to remain in full force and effect until the City of Wausau has received written notification from me (or either/any of us) of its termination in such time and in such manner as to afford the City of Wausau and the depository named below a reasonable opportunity to act on it.

Name(s): _____

Address: _____

City/State/Zip: _____

Phone Number: _____

Email: _____

Debit my account to pay my monthly rent invoice from the T-Hanger leased at the Wausau Downtown Airport from my financial institution checking or savings account as stated below.

Financial Institution Name: _____

Financial Institution Location: _____

Name on Account: _____

Account Type (Checking or Savings): _____

Routing/ASA Number: _____

Account Number: _____

Signature(s) of Account Owner(s): _____

Sign: _____

* Please attach a voided deposit slip from your account.

For City of Wausau Use Only
Received by: _____
Date Received: _____

Exhibit 2

T-HANGAR LEASE WAUSAU DOWNTOWN AIRPORT, WAUSAU, WISCONSIN

THIS LEASE, made this ___ day of _____, 20___, by and between the City of Wausau, Wisconsin, hereinafter referred to as "LANDLORD," and _____, hereinafter referred to as "TENANT." LANDLORD hereby leases to TENANT on the following terms and conditions, a T-hangar at the Wausau Downtown Airport.

1. Subject to the provisions in paragraph 2, TENANT accepts T-hangar No. ___ as is for the term of one year commencing January 1, 20___. (Term of lease shall be prorated should TENANT enter into agreement after January 1.) Rent is subject to change upon thirty (30) days' notice of change to TENANT by LANDLORD prior to effective date; and on the anniversary date and every anniversary date of the signing of this lease, the rent shall be increased by four (4) percent or according to rates approved by City Council if applicable. Subject to paragraph 2, this lease shall be automatically renewed on the anniversary date, unless terminated previously. All notices required under this lease should be sent to: City of Wausau, Office of the Finance Director, 407 Grant Street, Wausau, WI 54403-4783, and to TENANT at address shown above.
2. Either LANDLORD or TENANT shall have the right, upon 30 days' notice in writing, to change this LEASE to a month-to-month term, in which case the lease will continue on a month-to-month basis, unless terminated upon 30 days' notice in writing to the other party.
3. On the commencement date of this lease, TENANT shall provide LANDLORD a copy of the Federal Registration form to establish ownership of an airplane. A tenant who does not own an aircraft on the commencement date of this lease shall have sixty (60) days to obtain an aircraft. A copy of the Federal Registration form shall be provided to LANDLORD at the time of purchase of the airplane. If at the end of the sixty (60) days, TENANT has not obtained an airplane, TENANT agrees to vacate the premises. If a tenant sells his aircraft, the above also applies. TENANT is not to assign this lease or sublet the premises or any part thereof without the express written permission of LANDLORD.
4. TENANT agrees to enroll in Electronic Funds Transfer ("EFT") via the form provided by Landlord to ensure prompt payment to the Treasurer for the City of Wausau, in advance, a monthly rental of _____ plus tax, **on or before the first day of each month**. EFT is the only acceptable form of payment. *For rents received after the FIFTH business day of each month, TENANT shall pay a Ten Dollar (\$10.00) late payment penalty on outstanding invoices.* If rent is not received by the 30th day of the month, LANDLORD shall give TENANT thirty (30) days' notice of termination for default of the lease; and if TENANT fails to cure said default within those thirty (30) days, the lease shall automatically terminate. TENANT agrees to pay reasonable attorneys' fees, finance charges and other reasonable costs incurred in the collection of any past-due balance on this lease.
5. LANDLORD shall perform routine repair and maintenance on the premises. TENANT shall promptly report to LANDLORD any need for maintenance. Tenants of the T-hangars equipped with electrically operated doors will routinely inspect the door cable for tension or wear and report any malfunction, unusual noise, or unusual operation when the door is operated.
6. LANDLORD agrees to fulfill its obligation as a landlord as required by Chapter 704, Wisconsin Statutes. TENANT agrees to fulfill its obligation as a tenant as required by Chapter 704, Wisconsin Statutes.
7. LANDLORD will maintain and pay the monthly charge for electrical service into each T-hangar and provide reasonable amounts of exterior lighting during the hours of darkness. TENANT will use only such amounts of electrical current and connect only such devices into the electrical system as the City of Wausau Electrical Inspector may from time to time specifically approve. In addition to TENANT's compliance with all federal, state and local regulations governing the use of preheaters on aircraft, TENANT agrees that the following restrictions shall govern TENANT's use of preheaters on the airport premises. Preheaters are to be used only a limited amount of time prior to flight and are not to be left on continually. The use of non-electric (open-flame) preheaters is prohibited inside of the T-hangars. Prior to use of any approved electric preheater within the T-hangar, TENANT shall be responsible for adequately ventilating the T-hangar area from any accumulation of fuel vapors or any other vapors which may accumulate therein.

8. LANDLORD will keep the blacktop aprons and the taxiways reasonably free and clear of ice, snow and debris to within two (2) feet of the T-hangar doors in order TENANT may have reasonably safe passage between the runways and the hangars.

9. LANDLORD or its servants or agents, may upon reasonable advance notice, enter the hangar if LANDLORD has reason to believe an inspection of the hangar is required for the protection of its interests, tenants or others. LANDLORD shall make routine inspection upon 12-hour notice on a monthly basis.

10. TENANT agrees to keep the T-hangar clean and in good order and repair during the term of this lease. TENANT further agrees that TENANT's aircraft shall, at all times, be stored within the lines painted on the floor of the T-Hangar.

TENANT agrees to yield up such hangar on the termination of this lease in like condition as received, ordinary wear and tear, acts of God excepted. Upon TENANT's failure to do so, LANDLORD shall restore the premises to its prior condition without further notice to TENANT; and the cost thereof shall be borne by TENANT.

TENANT further agrees that no flammable material, to include waste oil, shall be stored in the T-hangar other than the usual oil and fuel contained in the aircraft tanks and engines and lubricants required for the service of the aircraft.

11. The airport manager will maintain a key for each T-hangar for specified purposes of maintenance, repairs and inspections. The airport manager is prohibited from making trips to the airport with duplicate keys during nonduty hours. Duty hours are from 8:00 a.m. until 5:00 p.m., Monday through Friday. TENANT may allow other persons to have keys to his hangar, however, with no personal liability to LANDLORD. At the termination of this lease, all keys, including all duplicate keys given by TENANT to other persons, shall be given to the airport manager. At the time a new tenant takes possession of the leased premises, TENANT may, at its option, request LANDLORD to change the lock on the leased premises. The cost of the lock change shall be assessed to the new tenant.

12. TENANT agrees that the hangar doors shall be closed and the lights turned off when the hangar is unattended, and that no aircraft engine shall be operated within the hangar.

13. TENANT shall not make any alterations to the T-hangar without the prior written consent of LANDLORD, and then only in strict compliance with specifications established by LANDLORD.

14. No commercial business whatsoever, of any kind or nature, will be conducted in or from the hangar.

15. (a) The hangar shall be used for aeronautical purposes which include:

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

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

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

(c) Hangars shall not be used as a residence.

16. TENANT agrees to hold harmless and indemnify LANDLORD, its agents, or assigns, from all claims, demands, actions, judgments or liabilities, whatsoever, on account of or in any way arising out of a tenant's use of the premises of aircraft upon or within the Wausau Downtown Airport.

17. TENANT agrees to defend at TENANT's expense and cost any lawsuits or claims of whatever nature brought against TENANT, arising out of or resulting from TENANT's use of the hangar or operation of aircraft within the boundaries of the airport.

18. TENANT agrees to obey all the laws, rules, regulations and ordinances that may be promulgated from time to time by the United States of America, the State of Wisconsin or the City of Wausau, as applies to TENANT's use of the hangar or the airport.

19. TENANT shall maintain general liability insurance in an amount not less than \$100,000 per person and \$300,000 per occurrence for all damages arising out of bodily injury or property damage. TENANT shall provide LANDLORD a current copy of their general liability insurance certificate showing they have obtained coverage with the minimum limits as stated above. If at the end of the sixty (60) days, TENANT has not obtained insurance coverage as stated above, TENANT agrees to vacate the premises.

20. TENANT shall have the right to the nonexclusive use, in common with others, of the airport parking areas, appurtenances and improvements thereon; the right to install, operate, maintain and store, subject to the approval of LANDLORD in the interest of safety and convenience of all concerned, all equipment necessary for the safe hangaring of TENANT's aircraft; the right of ingress and egress from the demised premises; the right in common with others authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways and other conveniences for the take-off, flying and landing of aircraft.

21. TENANT agrees that if legal proceedings are required to enforce any provision or remedy of this lease, all expenses, including reasonable attorneys' fees, shall be included in any judgment which is rendered.

MAKE AND MODEL OF AIRCRAFT TO BE STORED _____

YEAR _____ REGISTRATION NUMBER _____

APPRAISED VALUE _____ INSURANCE COMPANY _____

ADDRESS OF INSURANCE COMPANY _____

EFFECTIVE DATE OF COVERAGE _____ EXPIRATION DATE _____

INSURANCE AGENT'S NAME _____

AGENT'S ADDRESS _____

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

In the Presence of

TENANT BY:

Witness Signature

Tenant Signature

Address

In the Presence of

CITY OF WAUSAU (LANDLORD) BY:

Witness Signature

Katie Rosenberg, Mayor



DIRECT WITHDRAWAL PAYMENT AUTHORIZATION FORM



I (we) hereby authorize the City of Wausau (39-6005648) to initiate entries and to initiate, if necessary, entries and adjustments for any entries in error to my (our) account indicated below and the depository named below, to credit and/or debit the same to such account.

This authority is to remain in full force and effect until the City of Wausau has received written notification from me (or either/any of us) of its termination in such time and in such manner as to afford the City of Wausau and the depository named below a reasonable opportunity to act on it.

Name(s): _____

Address: _____

City/State/Zip: _____

Phone Number: _____

Email: _____

Debit my account to pay my monthly rent invoice from the T-Hanger leased at the Wausau Downtown Airport from my financial institution checking or savings account as stated below.

Financial Institution Name: _____

Financial Institution Location: _____

Name on Account: _____

Account Type (Checking or Savings): _____

Routing/ASA Number: _____

Account Number: _____

Signature(s) of Account Owner(s): _____

Sign: _____

* Please attach a voided deposit slip from your account.

For City of Wausau Use Only
Received by: _____
Date Received: _____

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

| RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE | |
|----------------------------------------------------------------------------|-------------------|
| Approving termination of recorded Deed Restrictions for 110 S. 84th Avenue | |
| Committee Action: | Approved 4-0 |
| Fiscal Impact: | None |
| File Number: | 22-1108 |
| Date Introduced: | February 28, 2023 |

| FISCAL IMPACT SUMMARY | | | |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|---------------------------------------------------------------------------|
| COSTS | <i>Budget Neutral</i> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | |
| | <i>Included in Budget:</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Budget Source</i> |
| | <i>One-time Costs:</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i> |
| | <i>Recurring Costs:</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i> |
| SOURCE | <i>Fee Financed:</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i> |
| | <i>Grant Financed:</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i> |
| | <i>Debt Financed:</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount</i> <i>Annual Retirement</i> |
| | <i>TID Financed:</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i> |
| | <i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> | | |

RESOLUTION

WHEREAS, Wausau Coated Enterprises II, LLC, (“WCE”) who purchased the property at 110 S. 84th Avenue in December of 2022, approached the City regarding terminating one of the deed restrictions that were recorded with the recent transaction; and

WHEREAS, the intended use of the property will be a parking lot; and

WHEREAS, WCE is requesting the restriction of construction commencing within one year be removed; and

WHEREAS, your Economic Development Committee, at their February 7, 2023 meeting, discussed and recommend terminating the requested deed restriction.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve terminating the deed restriction regarding commencement of construction within one year for 110 S. 84th Avenue.

Approved:

Katie Rosenberg, Mayor

MINUTES

Economic Development Committee Meeting

Date / time Tuesday, February 7, 2023, at 5:15 P.M. | *Meeting called to order by* Watson at 5:15 P.M.

In Attendance

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

Others Present: Randy Fifrick, Shannon Graff, Tammy Stratz, Mayor Rosenberg, Atty. Anne Jacobson, Rick Rubow, Atty. Matt Rowe

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

Agenda Item 5 – Discussion and possible action on Amendment to Standard Deed Restrictions to waive 12-month construction restriction with Wausau Coated Enterprises at 110 S. 84th Avenue (Atty. Jacobson)

Atty. Jacobson explained the city transferred the property on December 14, 2022, and that Stephen Lipowski (client's attorney) was concerned on behalf of his client regarding the Deed Restriction labeled 1A that says the city has the right to repurchase the property at the sales price if the grantee fails to start construction within one year of the date of conveyance and asked if there was any way to remove the restriction.

Rasmussen motioned to amend the standard deed restriction to remove the 12-month requirement as recommended by the City Attorney. Seconded by Henke.

Kilian asked what the rationale was for that part of the agreement.

Fifrick explained they plan to use it for parking in the future due to location and future expansion and noted staff should have reviewed the standard deed restrictions during the process and change that restriction to something relevant to their plan. Fifrick explained when selling land in the Business Campus, it's typical to expect someone to build something that's going to have assessed value but said there was no value in this parcel.

Henke clarified they did not think they could begin construction of the parking lot before 12/14/23. Fifrick replied that they would not. Atty. Jacobson recommended to approve the motion.

Approved Unanimously 5-0.



Office of the City Attorney

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

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

STAFF MEMO

TO: Mayor Katie Rosenberg
Common Council

FROM: Anne Jacobson, City Attorney

RE: Approving Termination of Recorded Deed Restrictions for 110 S. 84th Avenue

DATE: February 22, 2023

Background

On December 22, 2022, the City sold the property at 110 S. 84th Avenue to Wausau Coated Enterprises II, LLC. After the closing, the company approached the City regarding terminating the deed restriction regarding commencement of construction that was recorded with the recent transaction.

On February 7, 2023, your Economic Development Committee recommended terminating Deed Restriction 1.a. relative to the commencement of construction.

After the meeting, the company's attorney contacted my office and also wanted Deed Restriction 1.b. terminated regarding the completion of construction.

It is a landlocked parcel adjacent to their current property, so it made sense for them to acquire it. There are no current plans for construction on the site of any kind and it may serve expanded parking. They did not wish to be bound by this restriction.

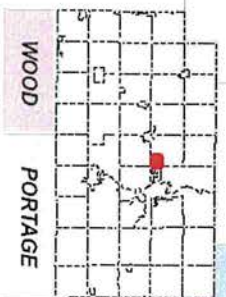
Actions Necessary

The attorney's office is requesting the resolution be amended on the floor to terminate Deed Restriction 1.a and 1.b for the property at 110 S. 84th Avenue.



WAUSAU

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

492.96 0 492.96 Feet



NAD_1983_HARN_WISGRS_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 No.

**TERMINATION OF DEED
RESTRICTIONS FOR
BUSINESS CAMPUS
PROPERTY**

Document Title

THIS TERMINATION OF DEED RESTRICTIONS FOR BUSINESS CAMPUS PROPERTY (“Agreement”) is entered into this _____ day of March, 2023 by the CITY OF WAUSAU (“City”) and consented to by WAUSAU COATED ENTERPRISES II, LLC, a Wisconsin limited liability company (“Owner”).

WHEREAS, City is the beneficiary of certain deed restrictions contained in that certain Warranty Deed dated December 14, 2022, recorded December 27, 2022 in the office of the Register of Deeds for Marathon County, Wisconsin as Document No. 1875250 (“Deed Restriction”);

Recording Area

WHEREAS, Owner is the owner of the real property legally described on Exhibit A (“Property”);

Name and Return Address

Attorney Steven Lipowski
Ruder Ware
P O Box 8050
Wausau WI 54402-8050

WHEREAS, Owner has requested the Deed Restriction regarding construction commencing within one year of conveyance along with the completion of construction within two years from date of conveyance be terminated; and

WHEREAS, the City recommends removing the Deed Restriction.

PIN: 291-2906-253-0959

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The City hereby terminates Item 1.a. and b. of the recorded Deed Restrictions.
2. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on Next Page]

Dated this ____ day of March, 2023.

CITY OF WAUSAU BY:

*Katie Rosenberg, Mayor

* Kaitlyn A. Bernarde, Clerk

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

STATE OF WISCONSIN)

) ss.

authenticated this ____ day of _____, 2023.

MARATHON COUNTY)

*
*TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by § 706.06, Wis. Stats.)

Personally came before me this ____ day of March, 2023, the above named Katie Rosenberg, Mayor, and Kaitlyn A. Bernarde, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

*
Notary Public, State of Wisconsin
My commission: _____

OWNER BY:

WAUSAU COATED ENTERPRISES II, LLC

*

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

STATE OF WISCONSIN)

) ss.

authenticated this ____ day of _____, 2023.

_____ COUNTY)

*
*TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by § 706.06, Wis. Stats.)

Personally came before me this ____ day of _____, 2023, the above named _____ of Wausau Coated Enterprises II, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*
Notary Public, State of Wisconsin
My commission: _____

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

That part of the Southwest quarter (SW 1/4) of the Southwest quarter (SW 1/4) of Section twenty-five (25), Township twenty-nine (29) North, Range six (6) East, in the City of Wausau, Marathon County, Wisconsin, described as follows:

Bounded on the North, by the North line of said SW 1/4 of SW 1/4; on the East, by Certified Survey Map No. 13238 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 57 of Certified Survey Maps on page 175, as Document No. 1365045; on the South, by Certified Survey Map No. 8664 recorded in said Register's office in Volume 34 of Certified Survey Maps on page 42, as Document No. 1052447; and Certified Survey Map No. 9448 recorded in said Register's office in Volume 38 of Certified Survey Maps on page 71, as Document No. 1094019; and on the West, by Certified Survey Map No. 13463 recorded in said Register's office in Volume 59 of Certified Survey Maps on page 20, as Document No. 1381291; subject to easements of record.

Document No.

WARRANTY DEED

Document Title

THIS DEED, made between The City of Wausau, a municipal corporation of the State of Wisconsin, Grantor, and Wausau Coated Enterprises II, 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:

That part of the Southwest quarter (SW 1/4) of the Southwest quarter (SW 1/4) of Section twenty-five (25), Township twenty-nine (29) North, Range six (6) East, in the City of Wausau, Marathon County, Wisconsin, described as follows:

Bounded on the North, by the North line of said SW 1/4 of SW 1/4; on the East, by Certified Survey Map No. 13238 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 57 of Certified Survey Maps on page 175, as Document No. 1365045; on the South, by Certified Survey Map No. 8664 recorded in said Register's office in Volume 34 of Certified Survey Maps on page 42, as Document No. 1052447; and Certified Survey Map No. 9448 recorded in said Register's office in Volume 38 of Certified Survey Maps on page 71, as Document No. 1094019; and on the West, by Certified Survey Map No. 13463 recorded in said Register's office in Volume 59 of Certified Survey Maps on page 20, as Document No. 1381291; subject to easements of record.

STATE OF WISCONSIN - MARATHON COUNTY
RECORDED
12-27-2022 at 2:56 PM
DEAN J. STRATZ, REGISTER OF DEEDS
DOC#: 1875250
Pages: 4

Fee Exempt: 2

Digitally applied endorsement stamp
Please keep attached to original document

Recording Area

Name and Return Address:

Attorney Steven Lipowski
Ruder Ware
P O Box 8050
Wausau WI 54402-8050

Charge the City of Wausau

PIN: 291-2906-253-0959

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, 2022.

BY:

[Signature of Katie Rosenberg]
*Katie Rosenberg, Mayor

[Signature of Kaitlyn A. Bernarde]
*Kaitlyn A. Bernarde, City Clerk

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, 2022.

* _____
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, 2022, the above named Katie Rosenberg and Kaitlyn A. Bernarde, Mayor and City Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

[Signature of Lisa A. Parsch]
* Lisa A. Parsch
Notary Public, State of Wisconsin
My commission: 8/3/2024



CITY OF WAUSAU STANDARD DEED RESTRICTIONS
FOR WAUSAU BUSINESS CAMPUS

1. 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.)
 - a. GRANTEE fails to start construction 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).
 - b. GRANTEE fails to complete construction within two years of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).
2. Exercise of its option to repurchase the property under either of the circumstances described in Paragraph 1 shall be by a Resolution adopted by the CITY. Such option shall be exercisable upon delivery in writing of a notice by the CITY to the GRANTEE within three months after the expiration of such one or two year period. Conveyance to the CITY shall take place within 60 days following the exercise of such option on such date as shall be designated by the CITY specified in such notice, by warranty deed free and clear of all liens and encumbrances created by act or default of the GRANTEE.
3. CITY shall approve any sale or transfer of the property or improvements on the property to a tax-exempt entity, as evidenced by a resolution adopted by the CITY, authorizing such action. The CITY does not need to approve the sale or transfer to tax paying entities, so long as the use of the property complies with zoning ordinances.
4. Any use of the property or buildings on the property and all improvements placed on the premises and any alterations done thereto shall fully comply with the CITY's zoning ordinances, and any and all other laws, codes and regulations.
5. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without fully complying with the CITY's zoning ordinances.
6. GRANTEE shall submit to CITY plans and specifications meeting the site design and land use requirements in the CITY's zoning ordinance as to the improvements intended to be placed thereon, and a timetable showing anticipated completion dates of the improvements. Site Plan approval from the CITY is required prior to start of construction. Development of the property shall match plans and specifications approved by the CITY. All site improvements shall be completed within 6 months from the time of issuance of a building occupancy permit and zoning certification of compliance.
7. 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, and properly maintained. All unimproved areas shall be maintained in a weed-free condition. Grass shall be maintained in accordance with Municipal Code. A proposed

landscape plan for the entire parcel shall be submitted and approved in accordance with the requirements in the CITY's zoning ordinance.

8. The construction of all buildings and improvements placed on the premises and any alterations or future additions 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 building setbacks, parking and off-street loading, roadway access, stormwater, lighting, fire protection, and hard surfacing provisions of CITY Code.
9. Before any outside area is used for storage, or storage or parking of trucks, trailers, tractors and other motor vehicles, prior approval or site plan approval for such storage parking must be received, in writing, from the CITY.
10. No land shall be developed or altered that results in flooding, erosion, or sedimentation to adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area or other storm water management facility.
11. 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.
12. There shall be no on-site dumping of anything contrary to CITY health and sanitation and zoning ordinances.
13. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.
14. The CITY may, unilaterally, in the future, by Resolution, exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances. The CITY may, unilaterally, in the future, by Resolution, require Grantee to grant the City any easement needed for public purposes without cost to the City.
15. These restrictions supersede any conflicting restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the CITY, 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.
16. 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.
17. These deed restrictions may be enforced by the CITY by either or both of the following methods:

- a. Action. The enforcement of the restrictions contained in these deed restrictions may be by proceeding at law or in equity against any person or persons breaching or attempting to breach any restriction, to restrain such breach or to recover damages.
- b. Notice and City's Right to Rectify. If any parcel owner has failed in any of the duties or responsibilities created by these deed restrictions, then the City may give such owner written notice of such failure and such person shall within ten (10) days after receiving such notice, rectify the failure or breach. Should any person fail to fulfill the duty or responsibility within such period, then the City shall have the right and power to enter onto the parcel and perform such duty or responsibility without any liability for damages for wrongful entry, trespass, or otherwise to any person. The owner for whom such work is performed shall promptly reimburse the City within thirty (30) days after receipt of a statement of such work.

Updated 4/12/22

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving the Reclassification of Projects funded by the American Rescue Plan Act of 2021, Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Program to the Revenue Loss Classification

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 21-1109

Date Introduced: February 28, 2023

FISCAL IMPACT SUMMARY

| FISCAL IMPACT SUMMARY | | | |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|-------------------------------------------------------------------------|
| COSTS | <i>Budget Neutral</i> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | |
| | <i>Included in Budget:</i> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Budget Source:</i> |
| | <i>One-time Costs:</i> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i> |
| | <i>Recurring Costs:</i> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i> |
| SOURCE | <i>Fee Financed:</i> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i> |
| | <i>Grant Financed:</i> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i> |
| | <i>Debt Financed:</i> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount</i> <i>Annual Retirement</i> |
| | <i>TID Financed:</i> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i> |
| | <i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> | | |

RESOLUTION

WHEREAS, the US Department of Treasury, published the Coronavirus State & Local Fiscal Recovery Funds Final Rule on January 6, 2022 with an effective date of April 1, 2022; and

WHEREAS, the Final Rule provided a standard allowance of \$10,000,000 as an alternative to the revenue loss formula provided in the interim rule; and

WHEREAS, the Final Rule specifies that the Revenue Loss/Revenue Replacement category can be used to fund Government Services and any other category contemplated in the Final Rule; and

WHEREAS, the Final Rule further clarifies that this includes expenses related to services traditionally provided by a government including but not limited to: road building, maintenance and other infrastructure, health services, government administration, staff and administrative facilities; environmental remediation; providing police fire and other public safety services(including the purchase of fire trucks and police vehicles); and

WHEREAS, funds utilized pursuant to the standard revenue loss allowance continue to have restrictions including prohibiting the deposit into pension funds, satisfaction of settlements and judgements, retirement of existing debt and contributions to financial reserves; and

WHEREAS, the US Department of Treasury describes this category of spending as the most flexible use category under the SLFRF program and further indicates that the category is subject to streamlined reporting and compliance requirements; and

WHEREAS, the US Department of Treasury has provided in the Final Rule Frequently Asked Questions 13.14 that the Treasury has determined that there are no subawards under the revenue loss category and that use of revenue loss funds does not give rise to a subrecipient relationships given that there is no federal program or purpose to carry out in the case of the revenue loss portion of the award; and

WHEREAS, the U.S Department of Treasury has allowed the recipients the flexibility to reclassify projects to the revenue loss category to provide greater flexibility; and

NOW, THEREFORE, BE IT RESOLVED, by the City of Wausau Common Council reclassifies the following project as Revenue Loss/Replacement: Entrepreneurial and Education Center Economic Recovery.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, February 14, 2023 @ 5:30 pm., Council Chambers

Members Present: Lisa Rasmussen, Michael Martens, Doug Diny, Carol Lukens, Sarah Watson

Others Present: Maryanne Groat, Anne Jacobson, Katie Rosenberg, Eric Lindman, Ben Bliven, Bob Barteck, Solomon King, Liz Brodek, Randy Fifrick, Bill Hebert, Tom Kilian, Mary Goede

Discussion and possible action regarding EEC ARPA allocation reclassified as lost revenue

Maryanne Groat stated they have reclassified several projects/programs that we were funding from ARPA based on the increase in the revenue loss. She explained there was initially a formula, but then the federal government allowed them to take a \$10 million allocation for revenue loss, so we reallocated some. She noted, for example, one of the projects reclassified was the Community Partners Campus Facility Project which had a multiple page agreement and now is condensed for less reporting. She stated there is just a little over \$3 million of ARPA funds left, but we have \$3.7 million left of our \$10 million because we have allocated projects to other things. She recommended reclassifying the EEC grant.

Motion by Martens, second by Diny to reclassify EED as lost revenue. Motion carried 5-0.

ARPA FUNDING

| | Public Health | Negative Economic Impacts | Services to Disproportionately Impacted Communities | Infrastructure | Revenue Loss: Government Services | Total |
|---------------------------------|-------------------------------------------------------|---------------------------|-----------------------------------------------------|----------------|-----------------------------------|-------------------------|
| Prgm | Landmark Project | \$ 350,000 | | | | \$ 350,000 |
| 2022 Budget: | | | | | | |
| Prgm | Public Access Server for Closed Caption | | 47,402 | | | 47,402 |
| Prgm | Internet Firewall Replacement | | | | 33,800 | 33,800 |
| Prgm | Core Switch Replacement | | | | 50,000 | 50,000 |
| Prgm | Financial ERP Software Replacement | | | | 850,000 | 850,000 |
| 2022 Resolutions | | | | | | |
| Prgm | Temporary Water Supplies | | | | 230,000 | 230,000 |
| Prgm | PFAS Pilot Study | | | 240,375 | | 240,375 |
| Prgm | LED Street Lighting Conversion | | | | 881,971 | 881,971 |
| Project | Skate Park | | | | 225,000 | 225,000 |
| Prgm | EEC Negative Economic Impact | 84,100 | | | | 84,100 |
| Prgm | CCITC - Fiber Connection Project | | | | 140,000 | 140,000 |
| Prgm | Community Outreach Specialist Position | | | | 140,000 | 140,000 |
| Prgm | FireFighter Positions | | | | 771,000 | 771,000 |
| Project | Wastewater Treatment Screening Improvement Project | | | 800,000 | | 800,000 |
| Project | Abel Stormwater Liftstation | | | 800,000 | | 800,000 |
| Prgm | Community Partners Campus Facility Project | | | | 162,756 | 162,756 |
| Prgm | Catholic Charities | 777,991 | | | | 777,991 |
| Prgm | Infill New Construction | 600,000 | | | | 600,000 |
| Prgm | Affordable Rental Units | 500,000 | | | | 500,000 |
| Prgm | Homebuyer Education Counseling and Closing Assistance | | | | 34,000 | 34,000 |
| Project | Water Main Replacement - 2023 | | | | | |
| | 10th Ave | | | 420,000 | | 420,000 |
| | Grant St | | | 100,000 | | 100,000 |
| | Henrietta | | | 320,000 | | 320,000 |
| ? | Water Engineering Studies and Project Work | | | | | |
| | Lead Service Line Replacement Plan | | | | 89,680 | 89,680 |
| | Corrosion Control Study | | | | 261,740 | 261,740 |
| | PFAS Treatment Process Design | | | 658,695 | | 658,695 |
| Project | Sewer Main Replacement - 2023 | | | | | |
| | 10th Ave | | | 320,000 | | 320,000 |
| | Grant St | | | 85,000 | | 85,000 |
| | Henrietta | | | 200,000 | | 200,000 |
| Prj | Water Main Replacement - 2022 | | | | 1,414,409 | 1,414,409 |
| Prj | Sewer Main Replacement - 2022 | | | | 691,099 | 691,099 |
| Project | Sewer Engineering and Project Work | | | | | |
| Project | Sewer Lift Station Upgrade Design | | | | 239,000 | 239,000 |
| Obligated | | \$ - | \$ 2,312,091 | \$ 47,402 | \$ 3,944,070 | \$ 6,214,455 |
| COUNCIL APPROVED | | | | | 10,000,000 | \$ 15,586,461 |
| AVAILABLE - UNENCUMBERED | | | | | 3,785,545 | \$ 3,068,443 20% |

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving payment agreement with KOZ Holdings, LLC d/b/a Pro Players Sports Bar and Grill for parking lease invoices – 206 Grand Avenue, Schofield

Committee Action: Approved 5-0

Fiscal Impact: Total payment of \$4,740.65

File Number: 99-1020

Date Introduced: February 28, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau owns the lot adjacent to 206 Grand Avenue, Schofield, (Koz Holdings, LLC d/b/a Pro Players Sports Bar and Grill) (“KOZ”), which lot is part of the Wausau Downtown Airport and is in the flight pattern of landing aircraft; and

WHEREAS, KOZ currently utilizes the lot for parking purposes and is invoiced yearly; and

WHEREAS, KOZ is currently four years (2019-2022) delinquent on lease payments; and

WHEREAS, your Finance Committee at their January 24, 2023 meeting, recommended the city attorney send a formal collection letter to KOZ; and

WHEREAS, the registered agent for KOZ proposed settling the outstanding invoices by forgiving the 2020 invoice entirely plus all interest and penalties due and owing, and collecting a total of \$4,740.65; \$1,157.39 for 2019 and \$1,194.42 for 2021, 2022 and 2023 (through 11/10/23). Payment will be made in two installments, \$2,500 due March 1, 2023 and the remainder (\$2,240.65) due July 1, 2023; and

WHEREAS, your Finance Committee, at their February 14, 2023 meeting, discussed and recommends approving the proposed settlement agreement, \$2,500 of which has already been paid.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the attached payment agreement with Koz Holdings, LLC d/b/a Pro Players Sports Bar and Grill in the amount of \$4,740.65

with the first installment of \$2,500 due March 1, 2023 and the remaining balance of \$2,240.65 due July 1, 2023.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, February 14, 2023 @ 5:30 pm., Council Chambers

Members Present: Lisa Rasmussen, Michael Martens, Doug Diny, Carol Lukens, Sarah Watson

Others Present: Maryanne Groat, Anne Jacobson, Katie Rosenberg, Eric Lindman, Ben Bliven, Bob Barteck, Solomon King, Liz Brodek, Randy Fifrick, Bill Hebert, Tom Kilian, Mary Goede

Discussion and possible action on proposed settlement of outstanding lease payment delinquency – KOZ Holdings LLC d/b/a Pro Players Sports Bar and Grill (parking lease agreement) – 206 Grand Avenue, Schofield

Rasmussen stated the delinquency of this account was discussed at a previous meeting. (*Lease payments delinquent for 2019, 2020, 2021 and 2022. The total outstanding, including finance charges is \$7,22.74*) The committee recognized that we've made a lot of concessions for our bar & restaurant partners during the pandemic and one of these defaulted lease years was 2020. The City Attorney was directed to contact the owner to discuss that the committee may be interested in forgiving the year 2020 if payment of the rest of it could be secured.

Anne Jacobson stated the owner came in last week to show proof that he had paid the \$2500 that is due March 1st to show he is acting in good faith. She stated he thanked the committee for considering a settlement with him and was impressed that they reached out to him and were willing to have a conversation with him.

Motion by Diny, second by Watson to accept the settlement agreement. Motion carried 5-0.

INSTALLMENT AGREEMENT

This agreement, made and entered into this ____ of _____, 2023, witnesses:

That KOZ Holdings LLC d/b/a Pro Players Sports Bar and Grill located at 206 Grand Avenue, Schofield, Wisconsin, leases city airport property adjacent to 206 Grand Avenue, Schofield.

That delinquent invoices for the leased property in the amount of \$4,740.65 are owing.

That KOZ Holdings LLC admits the legal responsibility for payment of such invoices but does not have the available funds to pay such in a lump sum.

That KOZ Holdings LLC agrees to pay to the City of Wausau, a municipal corporation, at 407 Grant Street, Wausau, Wisconsin, 54403-4783, a total of \$4,740.65 in two installments; the first due March 1, 2023 in the amount of \$2,500 and the second due July 1, 2023.

That KOZ Holdings LLC paid the first installment on February 8, 2023.

That once the second installment is paid, a receipt showing payment in full will be executed and delivered to the payor by the payee.

Dated this ____ day of _____, 2023.

Dale Koziczowski, KOZ Holdings LLC

STATE OF WISCONSIN)
 SS:
COUNTY OF MARATHON)

Subscribed and sworn to before me
this ____ day of _____, 2023.

Notary Public, Marathon County, WI
My Commission _____.

I hereby accept the above agreement on behalf of the City of Wausau, payee.

CITY OF WAUSAU

Anne L. Jacobson, City Attorney

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving acquisition of 144 W. Washington Street from Community Development Authority

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 23-0213

Date Introduced: February 28, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, on November 6, 1990, the Community Development Authority of the City of Wausau (“CDA”) took title to the property located at 144 W. Washington Street; and

WHEREAS, the City has been maintaining the parcel; and

WHEREAS, the Community Development Authority Board, at their January 24, 2023 meeting, approved conveying 144 W. Washington Street to the City of Wausau; and

WHEREAS, your Finance Committee, on February 14, 2023, recommended accepting the conveyance of the subject property.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau hereby authorizes and directs staff to execute documents necessary to administer the acquisition of the property located at 144 W. Washington Street from the Community Development Authority of the City of Wausau.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, February 14, 2023 @ 5:30 pm., Council Chambers

Members Present: Lisa Rasmussen, Michael Martens, Doug Diny, Carol Lukens, Sarah Watson

Others Present: Maryanne Groat, Anne Jacobson, Katie Rosenberg, Eric Lindman, Ben Bliven, Bob Bardeck, Solomon King, Liz Brodek, Randy Fifrick, Bill Hebert, Tom Kilian, Mary Goede

Discussion and possible action on conveyance of 144 W. Washington Street from Community Development Authority (property behind Marathon County Public Library)

Rasmussen stated the CDA has indicated they do not want the property, nor have a use for it and would like to transfer it to the city. She noted it has already been used for some public purposes.

Motion by Watson, second by Lukens to approve the conveyance. Motion carried 5-0.

To: CDA Board, City Finance Committee
From: Liz Brodek, Development Director
Date: January 24, 2023
Re: 144 Washington Street Conveyance from Community Development Authority to City of Wausau



It was recently discovered that a parcel at 144 Washington Street, just behind the library, is owned by the Community Development Authority (CDA). This Board must decide whether to retain that property or convey it to the City of Wausau.

It came to the attention of the Community Development Department in October 2022 that this property is in the CDA's name. CDA staff confirmed that the CDA has not used and will not use this property. Transferring this property to the City will not have any financial impact to the City, beyond what is already being incurred, or the CDA. It is currently held by a tax-exempt entity (the CDA) and will continue to be tax-exempt. The City has been caring for this parcel.

A similar situation was found in December 2021 with the Lincoln Neighborhood Tot Lot for which this Board unanimously recommended conveyance to the City.

The City's current Procurement Policy requires Council approval of real estate purchases where the City is the proposed seller or purchaser. The Council must also accept/approve donations of any kind, so whether or not there is a "sale," this transaction requires Council approval. Upon presumed approval among the CDA Board, it will go to Finance Committee and then the City's Common Council for final conveyance approval.

Staff recommends the CDA recommend transfer of its property at 144 Washington Street to the City of Wausau.

COMMUNITY DEVELOPMENT AUTHORITY
MINUTES

01/24/23

MEMBERS PRESENT: Andy Witt, Sarah Napgezek, John Wagman, Carol Lukens, Chad Henke, Rachael Hass

MEMBERS ABSENT: David Welles

OTHERS PRESENT: Betty Noel, Juli Birkenmeier, Lacy Rodemeier, Ann Jacobson

(1) Call Meeting to Order

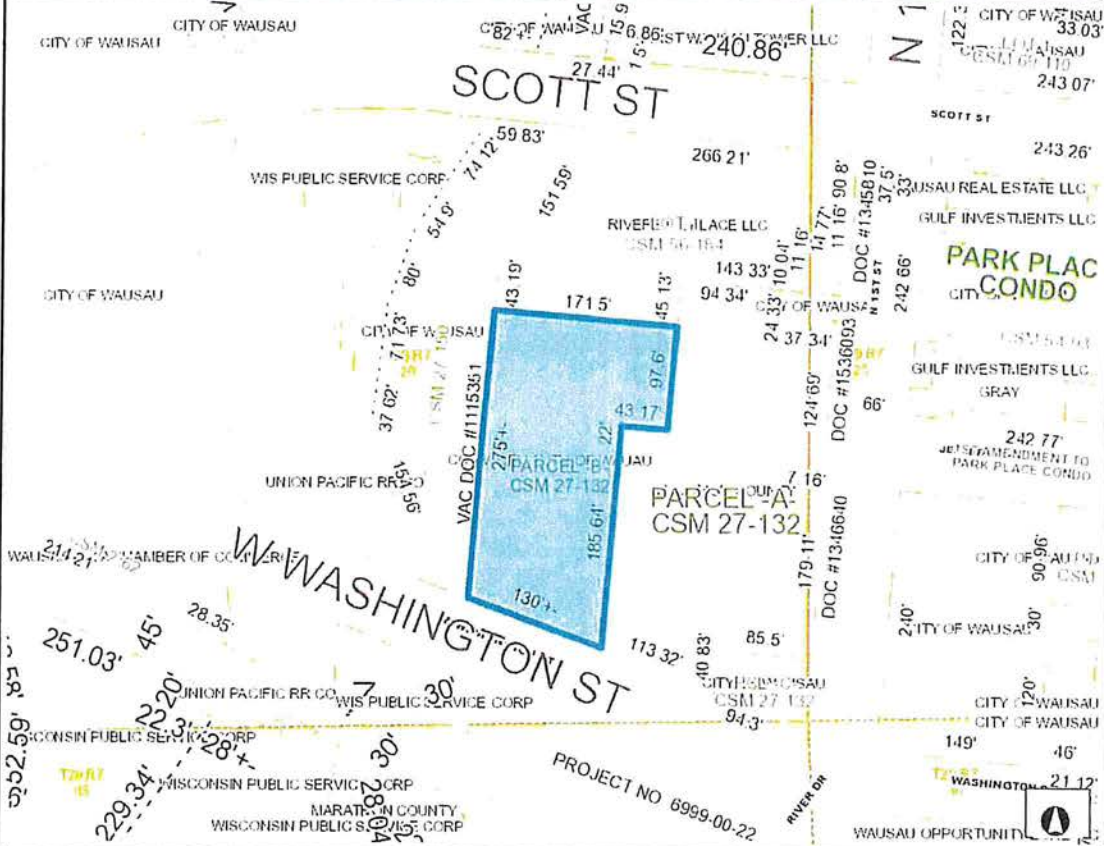
Meeting was called to order at 12:02 pm at 550 E Thomas Street, Wausau, Wisconsin.

(4) Discussion and Possible Action on Conveying 144 W Washington Street Parcel to the City of Wausau (Property behind the Marathon County Public Library)

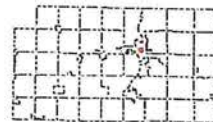
Noel noted that it was recently discovered that the CDA is still the recorded owner of the property. She gave a brief overview referencing a detailed map of the parcel, warranty deed, and CDA board minutes from May 1998, wherein the board approved the property transfer back to the city. Noel said that although approved, the conveyance was never carried out. Jacobson stated that following board approval by this commission, a resolution will be taken to the city's finance and council meetings to fully execute the transfer of ownership. Napgezek made a motion to convey 144 W Washington Street parcel to the City of Wausau. Henke seconded. Motion approved unanimously.



Land Information Mapping System



TAYLOR LINCOLN



WOOD PORTAGE

Legend

- Road Names
- Owner Last Names
- Parcels
- Parcel Lot Lines
- Land Hooks
- Section Lines/Numbers
- Right Of Ways
- Named Places
- Municipalities

61.20 0 61.20 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

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, February 14, 2023 @ 5:30 pm., Council Chambers

Members Present: Lisa Rasmussen, Michael Martens, Doug Diny, Carol Lukens, Sarah Watson

Others Present: Maryanne Groat, Anne Jacobson, Katie Rosenberg, Eric Lindman, Ben Bliven, Bob Barteck, Solomon King, Liz Brodek, Randy Fifrick, Bill Hebert, Tom Kilian, Mary Goede

Discussion and possible action regarding Contract with E-Plan Exam for Comprehensive Commercial Building and Plumbing Plan Review

Rasmussen explained commercial projects require administrative plan review which has been taking the state an incredibly lengthy amount of time to complete holding up the start of people's projects. She indicated some of our peers have been using a contract service that cuts the time down.

Bill Hebert explained this is a new group which has been in business two or three years. He indicated he has heard developers talk about how they work through all their financing and zoning approvals and send it to the state which has been taking 12 weeks to approve. He indicated one of the developers inquired if the city was using E-Plan Exam because they can guarantee the approval in three weeks. He pointed out if the city doesn't get delegated, everything must go through the state, and the state retains the fees. If the city contracts with E-Plan Exam the city becomes delegated, and everyone can submit locally. E-Plan Exam does the plan review based on the state fee schedule and the city would get 10% of that fee revenue. There is no cost to the city and the 3-year contract has a 30-day out if we are ever unsatisfied.

Doug Diny questioned what the state's position was on this. Hebert responded the state is welcoming it because they currently have so much volume they can't keep up and are receiving a lot of pressure from the contractor groups.

Motion by Diny, second by Watson to approve the contract with E-Plan Exam. Motion carried 5-0.



Memorandum

From: William D. Hebert

To: Finance Committee

Date: 02/10/2023

Re: Contract with E-Plan Exam for Comprehensive Commercial Building and Plumbing Plan Review

Purpose: To obtain your approval for entering an agreement with E-Plan Exam. This group would provide comprehensive plan review for all commercial buildings in Wausau. Their service would take the place of State of Wisconsin DSPS plan reviews.

Facts / Considerations:

Wausau inspections division is delegated to provide local commercial building plan review in a limited capacity. We are able to review interior remodels of commercial buildings up to 100,000 cubic feet or new buildings of 50,000 cubic feet or less. Anything more needs to be reviewed by the State Department of Safety and Professional Service (DSPS).

For the last several years DSPS has been extremely busy with the amount of construction taking place throughout the state of Wisconsin. Many times Wausau developers have to wait upwards of 8-12 weeks to have a plan reviewed and approved by DSPS. This would include commercial plumbing plan reviews. Such a long time frame is frustrating for our developers and contractors. The business of development cannot wait that long to start breaking ground.

E-Plan Exam guarantees plan review turnaround within 15 business days. They would offer plan review for Commercial building, commercial plumbing, fire alarm, fire sprinklers, and HVAC plans.

Several municipalities have contracted with E-Plan Exam for plan review services. My fellow building officials in various municipalities have provided me with positive reviews of E-Plan Exams work. Appleton, Marshfield, and Fitchburg have recently contracted with this group. Oshkosh is strongly considering contracting with E-Plan Exam as well.

Besides the shortened time frame for plan review approval, developers and city staff are able to consult with E-Plan Exam on code questions free of charge.

Finally, the city would receive 10 percent of fees back as a revenue to the city by contracting with E-Plan Exam. It is hard to estimate what the total new revenue would be, but it would be based on volume of plan reviews and revenue that we do not currently receive.

Recommendation: Your approval is requested for:

1. A 3 year contract with the E-Plan Exam to provide plan review services for commercial construction on an as-needed basis.

Impact:

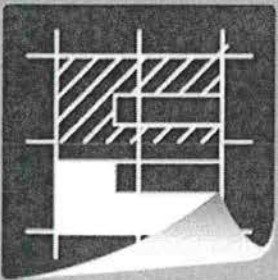
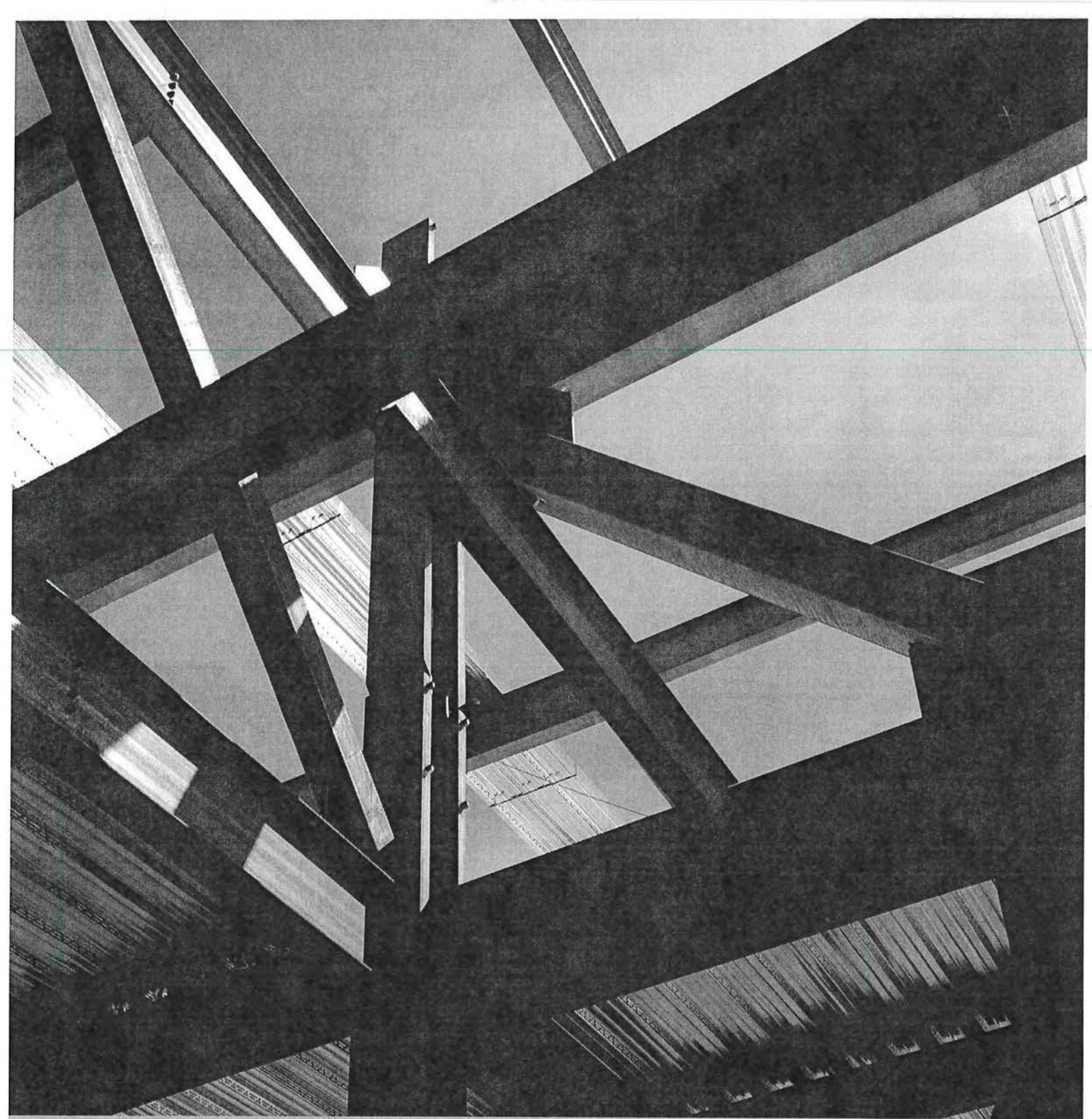
Shortened timeline for construction and plumbing approvals.

Additional revenue that the city is not seeing today.

Coordination:

Inspections staff will need to apply to the State DSPS for full delegation of commercial plan review.

Cc: Katie Rosenberg, Mayor
Eric Lindman, DPW & Utilities Director



E-PLAN
EXAM

City of Wausau
October 2022

E-PLAN EXAM PROPOSAL FOR SERVICES



Commercial Plan Review Services

OVERVIEW

E-Plan Exam is pleased to submit this proposal for services to support the City of Wausau in its pursuit to deliver better customer service to your constituents and your internal team members through the plan review process!

It is our mission and goal at E-Plan Exam to assist municipalities in their effort to better serve the construction community by working in partnership to deliver exceptional quality plan reviews within an expedited time frame, while maintaining low costs. As code officials, who have served in high functional capacities, overseeing large building inspection and plan review departments, we fully understand and appreciate the challenges that are encountered daily in construction. Our philosophy and approach to better the communities we serve is to work in direct partnership with all stakeholders on all projects, from the time it is simply an idea in the mind of the developer to the point where occupancy is granted. What we have found is when we create and foster a positive experience with the communities we serve through integrity and passion, it improves the safety and the quality of the projects we are privileged to work on.

The proposal contained herein is meant to serve as a starting point and establish a foundation from which we can continue to build upon together. We sincerely look forward to supporting your community!

Our Main Objective

There are five main plan reviews that are required for any commercial building construction in Wisconsin: Building, HVAC, Plumbing, Fire Alarm and Fire Sprinkler. Without delegated authority granted by the State of Wisconsin Department of Safety and Professional Services, all projects would have to flow through them. This is where delegation comes in to handle some or all these scopes at the local level – but in many communities these thresholds are often inconsistent.

At the time of this proposal, after review with Wisconsin DSPS, **only 30 Communities** out of more than 1,800 in the State have the capabilities to do full-fledged plan review of Unlimited Size Structures for Building, HVAC, Fire Alarm, Fire Sprinkler, and Plumbing plan reviews. At the time of this proposal, E-Plan Exam serves approximately 50% of them.

- Most Communities, if they are delegated, are only delegated for small-scale Building and HVAC for projects not exceeding 50,000 cubic foot in volume for new construction.
- Most communities do not have any Plumbing Plan Review authority.
- Most communities are not delegated for Fire Alarm and Fire Sprinkler for projects at all.

Our goal would be to enhance your local capabilities by **obtaining full-fledged delegation for Building, HVAC, Plumbing, Fire Alarm and Fire Sprinkler projects of unlimited size for your community!**

Once this program is up and running, at its heart it's a program of choice. Applicants would have the choice to submit to your community, and in turn E-Plan Exam, or they could still submit to the State. Likewise, your community can request that a submitter submit directly to the State for any reason. If you would like to proceed, you would be joining a very select group of communities as of today that would have full-fledged approval from DSPS to handle all commercial projects at the local level. And once your community would be delegated by the State of Wisconsin, our goals would be simple:

- **Reroute revenue** never seen by your community from the State of Wisconsin.
- Guarantee **15 business days turn around** for any commercial project.
- Provide **full visibility** to the entirety of the plan review process to all stakeholders.
- In partnership, serve as an extension to your municipal operations by offering **free unlimited code consultations**.

Much of these elements are relatively easy to achieve, and while there are some prerequisites, our team will gladly work with you to achieve these delegations and set a new standard for construction in your community!

About Us

We founded our company in Wisconsin where our primary goal is to transform and raise the standard for which plan reviews are done in the state. In partnership with your community, we believe can provide exceptional service and effect positive change! Through successful implementation of our program, we have shown that these four simple objectives differentiate our operation from your current experience, and dramatically impact the communities we serve:

1. Integrity – At E-Plan Exam we take our practice and oaths seriously to safeguard the public welfare, life, health, and property for all our community partners. This is the guiding principle on which our company was founded and is present at the heart of every interaction we have.
2. Communication – We separate ourselves by our promise and guarantee to go above and beyond to work with everyone we interact with. Our goal is never to simply give a "yes" or "no" answer to whether something is code compliant but to work with everyone on what a code compliant path looks like.
3. Knowledge – Our experience is derived from working as advisors to the State of Wisconsin, serving on local and national code boards, leading large Wisconsin communities, and overseeing a variety of construction projects. With every unique project requiring its own solution, we will always make sure to coordinate our efforts with local inspection staff as well as the State of Wisconsin to ensure uniform enforcement and application of the code.
4. Passion – We believe that the permitting and plan review process is the most critical point where projects have the greatest potential to be delayed. Our greatest passion is driven by the ability to ensure that we guarantee a maximum of 15 business days for any review. In our opinion, waiting for weeks or even months on a plan review for a business to start construction is unacceptable. At E-Plan Exam we strive to challenge this industry "norm," and do better, because we can.

OUR PROPOSAL

Outlined in this proposal and contract language is our promise to ensure the service offering we provide is at its best. We are prepared to guarantee that not only will all plan reviews be done within 15 business days, but all reviews will be done by individuals who either live or work in the State of Wisconsin. This allows us the capability to utilize plan examiners who have intimate knowledge of not only the current codes and our "Wisconsinisms", but also our historical state building codes. All of which are still very much enforced today by state statutes and administrative code.

Additionally, our ability to communicate and coordinate our code efforts with not only the local inspection team but also the community, will result in fewer issues encountered during construction. This will allow for community development to occur with ease. To continuously improve our service, we ask that we have the opportunity to meet with community leadership, and those most impacted by our work regularly to review and improve our processes.

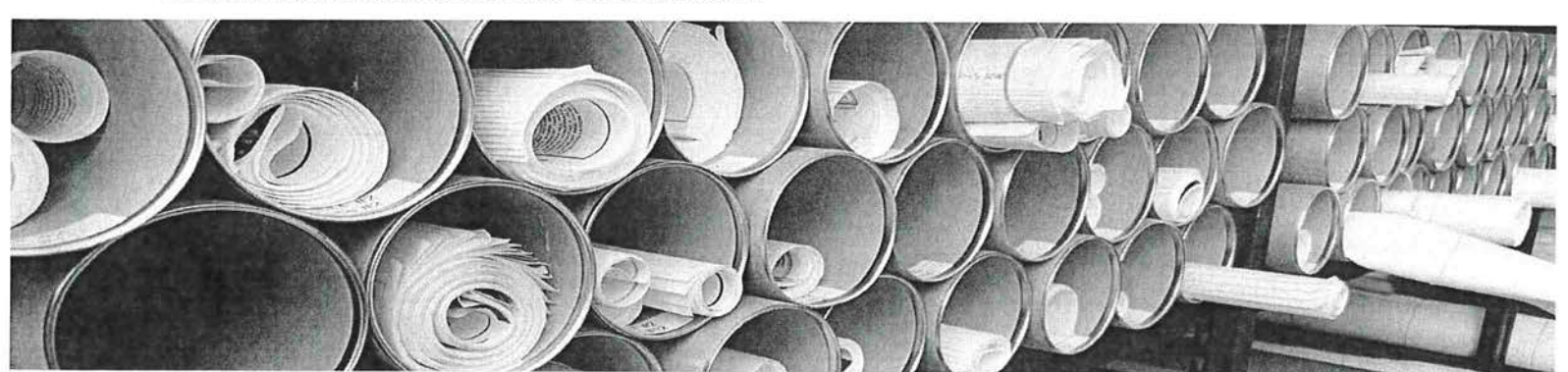
Proposed Fee Structure

Our fee structure outlined below operates on a percent fee split:

For all buildings and structures within your community:

- **90% of plan review fees are retained by E-Plan Exam and 10% are retained by your community.**
 - **Out of E-Plan Exam's retained plan review fees, we shall be responsible for fees due to the State of Wisconsin as applicable for reviews we perform as specified in Wisconsin Administrative Code.**

These fees are based on the following fee schedule which is a simplified and customer friendly variant of the State of Wisconsin's Plan Review Fee Schedule. Please see below:



COMMERCIAL PLAN REVIEW FEE SCHEDULE – BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION

1. New construction, additions, alterations, and parking lots fees are computed per this table.
2. New construction and additions are calculated based on total gross floor area of the structure.
3. A separate plan review fee is charged for each type of plan review.

| Area (Square Feet) | Building Plans | HVAC Plans | Fire Alarm System Plans | Fire Suppression System Plans |
|--------------------|----------------|------------|-------------------------|-------------------------------|
| Less than 2,500 | \$250 | \$150 | \$30 | \$30 |
| 2,500 - 5,000 | \$300 | \$200 | \$60 | \$60 |
| 5,001 - 10,000 | \$500 | \$300 | \$100 | \$100 |
| 10,001 - 20,000 | \$700 | \$400 | \$150 | \$150 |
| 20,001 - 30,000 | \$1,100 | \$500 | \$200 | \$200 |
| 30,001 - 40,000 | \$1,400 | \$800 | \$350 | \$350 |
| 40,001 - 50,000 | \$1,900 | \$1,100 | \$500 | \$500 |
| 50,001 - 75,000 | \$2,600 | \$1,400 | \$700 | \$700 |
| 75,001 - 100,000 | \$3,300 | \$2,000 | \$1,000 | \$1,000 |
| 100,001 - 200,000 | \$5,400 | \$2,600 | \$1,200 | \$1,200 |
| 200,001 - 300,000 | \$9,500 | \$6,100 | \$3,000 | \$3,000 |
| 300,001 - 400,000 | \$14,000 | \$8,800 | \$4,400 | \$4,400 |
| 400,001 - 500,000 | \$16,700 | \$10,800 | \$5,600 | \$5,600 |
| Over 500,000 | \$18,000 | \$12,100 | \$6,400 | \$6,400 |

Note:

1. A Plan Entry Fee of \$100.00 shall be submitted with each submittal of plans in addition to the plan review and inspection fees.
2. At the Sole discretion of the Supervisor of Building Inspection and Plans Examiner; Fees may be modified, reduced, or waived based on scope of services, project type, or other relevant factors.

Determination of Area
The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.

Structural Plans and other Component Submittals
When submitted separately from the general building plans, the review fee for structural plans, precast concrete, laminate wood, beams, cladding elements, other facade features or other structural elements, the review fee is \$250.00 per plan with an additional \$100.00 plan entry fee per each plan set.

Accessory Buildings
The plan review fee for accessory buildings less than 500 square feet shall be \$125.00 with the plan entry fee waived.

Early Start
The plan review fee for permission to start construction shall be \$75.00 for all structures less than 2,500 sf. All other structures shall be \$150.00. The square footage shall be computed as the first floor of the building or structure.

Plan Examination Extensions
The fee for the extension of an approved plan review shall be 50% of the original plan review fee, not to exceed \$3,000.00.

Resubmittals & revisions to approved plans
When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be \$75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.

| | |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Submittal of plans after construction | Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project. |
| Expedited Priority Plan Review | The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions. |

| COMMERCIAL PLAN REVIEW FEE SCHEDULE – PLUMBING | | | | |
|-------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------|--------------------------|
| 1. New construction, alterations and remodeling fees are computed per the following table | | | | |
| 2. New construction fee is calculated based on square footage of the area constructed. | | | | |
| 3. Alterations and remodeling fee is based on the number of plumbing fixtures. | | | | |
| Area (Square Feet) (New Construction & Additions) | Plumbing Plan Review Fee | | Number of Fixtures (Alteration, Remodeling, and Site Work) | Plumbing Plan Review Fee |
| Less than 3,000 | \$300 | | <15 | \$200 |
| 3,001 - 4,000 | \$400 | | 16-25 | \$300 |
| 4,001 - 5,000 | \$550 | | 26-35 | \$450 |
| 5,001 – 6,000 | \$650 | | 36-50 | \$550 |
| 6,001 – 7,500 | \$700 | | 51-75 | \$800 |
| 7,501 – 10,000 | \$850 | | 76-100 | \$900 |
| 10,001 – 15,000 | \$900 | | 101-125 | \$1,050 |
| 15,001 – 20,000 | \$950 | | 126-150 | \$1,150 |
| 20,001 – 30,000 | \$1,100 | | >151 | \$1,150 |
| 30,001 – 40,000 | \$1,250 | | Plus \$160 for each additional 25 fixtures (rounded up) beyond 150 Fixtures | |
| 40,001 – 50,000 | \$1,550 | | | |
| 50,001 – 75,000 | \$2,100 | | | |
| Over 75,000 | \$2,500 | | | |
| Plus \$0.0072 per each additional sq. ft. over 75,000 sq. ft. | | | | |
| Note: | 1. A Plan Entry Fee of \$100.00 shall be submitted with each submittal of plans in addition to the plan review and inspection fees. | | | |
| | 2. At the Sole discretion of the Supervisor of Building Inspection and Plans Examiner; Fees may be modified, reduced, or waived based on scope of services, project type, or other relevant factors. | | | |
| Determination of Area | The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies. | | | |
| Resubmittals & revisions to approved plans | When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be \$75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate. | | | |

| | |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Submittal of plans after construction | Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees and base fees applied to a project. |
| Expedited Priority Plan Review | The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions. |

Initial review time for all plans shall not be longer than 15 business days to either Approve, Deny, or Request for Additional Information/Place on Hold.

In addition to the outlined fees above, as a courtesy to our municipal partners, we also offer on-call hourly professional engineering services of \$180.00 per hour, when both your community and E-Plan Exam agree in writing prior to such services.

Our initial proposed contract is for 36 months with all billing invoiced monthly with terms of Net 30 days.

And finally, there is no retainer or annual base fee required for our services. We are there when you need us, but when you don't, there is no cost to the municipality. Our goal is to fit seamlessly into your operation, to serve as an extension of your team and to work as your partner.

Insurance

E-Plan Exam carries a full complement of business insurance including errors and omissions, property, general and liability insurance. Certificates of insurance in the following amounts will be provided upon request:

| Type of Insurance | Amount of Insurance |
|------------------------------|----------------------------------------------------------------------------------------------------------------------|
| Commercial General Liability | <ul style="list-style-type: none"> \$1,000,000 Each Occurrence \$2,000,000 General Aggregate |
| Professional Liability | <ul style="list-style-type: none"> \$1,000,000 Each Claim \$2,000,000 Aggregate |
| Umbrella Liability | <ul style="list-style-type: none"> \$5,000,000 Each Occurrence \$5,000,000 Aggregate |

Plan Review Process

Plan Intake

In construction, time is money and accuracy is crucial. To that end, we have fully automated our procedures to streamline plan review intake. In cooperation with our municipal partners, we have enabled online plan review submission. A sample of our plan review intake forms can be found at eplanexam.com/submit-a-project. Once an applicant submits a project, notifications are sent to all staff who wish to receive notice. This notification will include links to all pertinent contact information, documents, and construction plans that were submitted.

As part of our service, your community will have full access to our system and database. This will allow you to see not only where a project is in our plan review queue, but also what issues may have been encountered and the status of the review. This access is not only limited to you, but to all our clients. You can easily see where everything stands as a whole and filter down to the plan reviews within your municipal boundaries. If you are interested in learning more about our services, we can give you temporary access to our live system and demonstrate it for you.



Fee Collection Services

As part of our service, we offer to all our municipal partners the collection and handling of any plan review fees. This is something that often takes up a significant amount of time to collect fees, ensure proper charges, and process invoices. To simplify matters, we offer two options:

1. E-Plan Exam collects any fees directly for the plan reviews we perform. Our team invoices for each project received directly to the applicant and issues a payment to our municipal partners to be received within 15-30 days. This option frees up significant amounts of administrative time for tracking down payments, as well as streamlines payments to the State of Wisconsin. We take ownership for ensuring proper fee calculations and payments.
2. We also offer an option to invoice your community for plan review services rendered, based on projects within any given month. In this option, you would collect all fees from the applicants, and we would send you an invoice with billable terms of net 30 days.

Plan Review

We love to talk about complex projects before they are ready to be submitted. This helps to clear up any potential code issues and ensures a smooth plan review. Code consultations with our examiners and architects, designers, contractors, and/or municipal partners are encouraged for complex projects.

Once the plan review is complete, we turn over all documents, specifications, and requests for additional information, to the applicants as well as the municipality. Our goal is to do as thorough of a review as possible while giving as much information to the municipality, so they can properly do their inspections. Additionally, for large scopes of work or complex projects, we will do project kick off meetings with the local inspection team to make them aware of the intricacies of the project.

All the services mentioned above including code consultations, and code inquiries from our municipal partners, inspectors, or applicants are included as part of our base plan review service.

Our goal is to make this program and our plan review experts an extension of your staff, give you more insight and capabilities versus the State's current process, reroute previously unseen revenue to your community, and provide top quality customer service to you and the constituents within your community.

Plan Review Staff

Our staff are all deeply passionate about building codes and safety as well as teaching. We simply don't stop at enforcing the code, but part of the roles we believe are inherent in any successful building department is the role of being an educator. Our intent as part of our proposal is to only utilize staff who live in the State of Wisconsin and are knowledgeable in the standards here to undertake work for your community.

All of E-Plan Exam's staff are certified and licensed in accordance with the State of Wisconsin Department of Safety and Professional Services and carry the required credentials as a minimum for each type of review they undertake.

CONCLUSION

We sincerely look forward to working with the City of Wausau and supporting your efforts!

Should your community desire to speak with our references, municipal partners, or the developers we have worked with, we will be more than happy to provide contact information. If you decide to proceed with our services, we are proud to say that we will be able to serve your community immediately.

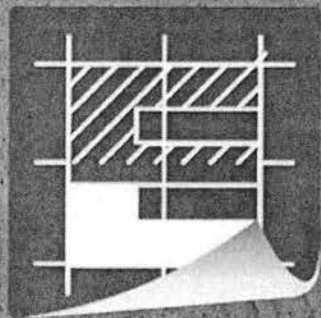
If you have any questions about this proposal or would like to discuss our services, please feel free to contact us at your earliest convenience and we will be more than happy to discuss. We are also available for virtual meetings if preferred.

Thank you for your consideration and we sincerely look forward to hearing from you!

Sincerely and respectfully,



David Adam (DA) Mattox, P.E.
President
414-736-4721
damattox@eplanexam.com



E-PLAN
EXAM

eplanexam.com

12605 W North Avenue #189 - Brookfield, WI 53005

CONFIRMATION OF MAYOR'S APPOINTMENTS

to Boards, Commissions and Committees: *Board of Zoning Appeals*

File Number: 23- 0215 **Date Introduced:** February 28, 2023

Board of Zoning Appeals

Arlene Kaatz (1)
*New appointment

3020 N 10th St

Term ends 4/30/2026

- (N) Individual is filling the unexpired term of a former member
- (1) Individual is in their own 1st full term
- (#) Designates the term number appointed to

Approved:

Katie Rosenberg, Mayor

Office of the Mayor
Katie Rosenberg



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

MEMORANDUM

DATE: February 27, 2023
TO: Mary Goede, Deputy City Clerk
FROM: Katie Rosenberg
RE: Appointments to various Boards, Committees, and Commissions

Please place the following appointments on the city council agenda for Tuesday, February 28, 2023:

BOARD OF ZONING APPEALS

Arlene Kaatz (New appointment – 1)
3020 N 10th St
Wausau, WI 54403
630-621-7158
Akaatz7@icloud.com
Term ends 4/30/2026

Citizen Participation Form



Thank you for your interest in becoming involved with a City of Wausau Boards Committees or Commissions. The Mayor's Office will make recommendations to the City Council for placement based, in part, on your responses to the following questions; please provide us with some information to use when considering your appointment by completing the questions below. You are welcome to attach additional information such as your resume or vitae that may further support your appointment. For additional information, visit the City's Web Site at www.ci.wausau.wi.us, or call the Mayor's Office at 715-261-6800. This form will remain on file for three years. A list of existing Boards, Commissions and Committees (including general information) can be found on our website. <https://www.ci.wausau.wi.us/Departments/CityCouncil/BoardsCommitteesCommissions.aspx> (<https://www.ci.wausau.wi.us/Departments/CityCouncil/BoardsCommitteesCommissions.aspx>). Please consider becoming a part of this important community resource group.

Contact Information

First Name *

ARLENE

Value is required.

Last Name *

KAATZ

Value is required.

Address *

Street Address

3020 N. 10th STREET

Address Line 2

City

WAUSAU

State / Province / Region

WI

Postal / Zip Code

54403

Country

U. S.

Phone *

630-621-7158

Email *

akaatz7@icloud.com

Years as a Wausau Resident, if applicable *

1 - YEAR (APPROX.)

Occupation/Employer, if applicable

RETIRED - (Former city planner)

Business Information

Business Name

N/A

Address

Street Address

Address Line 2

City

State / Province / Region

Postal / Zip Code

Country

Boards, Commission and/or Committee Information

Which Boards, Commissions and/or Committees interest you?

Board, Commission and/or Committee

BOARD OF ZONING APPEALS v

You may choose more than one from the list provided. Order in preference.

Add Interest

Why are you interested in serving on these particular Committees?*

As a former city planner for 28 years, I miss my PLANNING Profession. AS A MEMBER OF THE BOARD, IT WOULD ALLOW ME IN A SMALL WAY TO HELP RESIDENTS AND BECOME FAMILIAR WITH THE CURRENT & FUTURE GOALS OF THE CITY OF WAUSAU.

What qualifications can you bring to these Committees? *

I WAS STAFF LIAISON TO THE ZONING BOARD OF APPEALS FOR 15 YEARS, AND THEREFORE BELIEVE I COULD LEARN WAUSAU'S PROCEDURE QUICKLY. AS A RETIRED PERSON, THE CITY COULD COUNT ON ME TO BE IN ATTENDANCE AT ALL MEETINGS. I AM FAMILIAR WITH ZONING REGS AND VARIANCES.

On what other City Committee(s) are you currently serving, if any?

NONE

Other Community Involvement

I WOULD LIKE TO BECOME A VOLUNTEER AT THE LEIGH YAWKEY WOODSON MUSEUM.

References(Please Include 3)

Reference #1

#1 First Name *

JOHN

Last Name *

BERLEY

Address *

Street Address

[Redacted]

Address Line 2

[Redacted]

City

State / Province / Region

[Redacted]

Postal / Zip Code

Country

[Redacted]

U. S.

Phone *

[Redacted]

Relationship to You *

MY FORMER BOSS

Director of Community Development
VILLAGE OF ADDISON
1 Friendship Plaza
ADDISON, IL 60101

Add Reference

Additional Information

What qualifications can you bring to these Committees? *

[Redacted]

On what other City Committee(s) are you currently serving, if any?

[Redacted]

Other Community Involvement

[Redacted]

References(Please Include 3)

Reference #2

#2 First Name *

Last Name *

X

JOSEPH

BONFANTI

Address *

Street Address

[Redacted]

Address Line 2

[Redacted]

City

State / Province / Region

[Redacted]

Postal / Zip Code

Country

[Redacted]

U.S.

Phone *

Relationship to You *

[Redacted]

FORMER CHAIRMAN
ZONING BOARD OF APPEALS

#3 First Name *

Last Name *

X

REFERENCE #3

C-ANN

DIETRICH

Address* REFERENCE #3 (continued)
 Street Address C-ANN DIETRICH

[Redacted Street Address]

Address Line 2

City WAUSAU

State / Province / Region WI

Postal / Zip Code [Redacted]

Country U.S.

Phone*
 [Redacted]

Relationship to You*
 NEIGHBOR

First Name*
 [Redacted]

Last Name*
 [Redacted]

X

Address*
 Street Address [Redacted]

Address Line 2 [Redacted]

City [Redacted]

State / Province / Region [Redacted]

Postal / Zip Code [Redacted]

Country [Redacted]

Phone*
 [Redacted]

Relationship to You*
 [Redacted]

Additional Information

You are welcome to attach additional information such as your resume or vitae that may further support your appointment.