



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

OFFICIAL NOTICE AND AGENDA

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

Meeting of: **FINANCE COMMITTEE**
 Date/Time: **Tuesday, May 27, 2014 at 5:15 PM**
 Location: **City Hall, 2nd Floor Board Room**
 Members: Keene Winters (C), Karen Kellbach, Dave Nutting, David Oberbeck, Bill Nagle

AGENDA ITEMS FOR CONSIDERATION/ACTION

- 1 Public Comment on matters appearing on the agenda.
- 2 Minutes of the previous meeting(s). (4/22/14 & 5/13/14)
- 3 Discussion and possible action regarding procedures and policy on Animals Held for Cause - Barnes
- 4 Consider resolution authorizing the execution of an Airport Ground Lease to Keith Kocourek - Chmie
- 5 Authorizing the renewing of parking lot lease (Third and McClellan Streets - Janke) - Groat
- 6 Consider parking agreement with Marathon County for the Sears Parking Ramp - Groat
- 7 Consider the amendment to the Parking Lot Land Lease with North First Street Holding Company to comply with Wisconsin Department of Natural Resources remediation cover inspection and maintenance plan -Werth and Fabel
- 8 Consider Budget Modification - Budget Modification 2014 Street Improvement Projects - Marquardt
- 9 Consider Budget Modification - Budget Modification Low Level Lighting (Scott Street) - Marquardt
- 10 Consider Budget Modification - Tax Increment District Number Six to fund additional costs for the Hwy 52 median landscaping project - Marquardt
- 11 Presentation on the Motor Pool Fund - Groat
- 12 Consider the purchase of vacant land in the Wausau Business Campus at 101 North 72nd Avenue from Intercity Bank - Werth
- 13 **CLOSED SESSION** pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: for negotiating the purchase of properties. (101 N 72nd Avenue)
- 14 **RECONVENE** into open session to take action on closed session item, if necessary.

Keene Winters Chair

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

This notice was posted at City Hall and emailed to the Wausau Daily Herald newsroom on 05/21/14 at 3:00 pm.

Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids & services. For information or to request this service, contact the City Clerk at (715) 261-6620.

Other Distribution: Media, (Alderspersons: Neal, Gisselman, Wagner, Rasmussen, Abitz, Mielke), *Tipple, *Jacobson, *Groat, *Loy, Rayala, Department Heads



Wausau Police Department

James E. Tipple
Mayor

Jeffrey G. Hardel
Chief of Police

Chief Jeffrey Hardel
Wausau Police Department
515 Grand Ave
Wausau, WI 54403

05/21/14

MEMO

The City of Wausau "Held for Cause" contract with the Humane Society of Marathon County has been utilized on several occasions. The amount of money spent by the City of Wausau in at least one of the cases has generated much discussion among members of the Police Department. Specifically, \$1600.00 was spent on two small dogs.

My request to speak to the Finance Committee is for the following purposes:

- Discussion regarding cases such as the two dogs with a \$1600.00 invoice
- Discussion about the cost of a large animal case
- Possible alternatives
- Seeking clarification regarding the City Council's comfort level in animal cases that could result in significant cost to the City of Wausau.

I expect this topic would take no more than 10 minutes.

Lt. Matthew Barnes

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the execution of Airport Ground Lease—Keith Kocourek

Committee Action: Approval

Fiscal Impact: Annual lease and tax revenues

File Number: 03-1006

Date Introduced:

WHEREAS, Keith Kocourek has proposed that he lease airport property for the purpose of erecting a 100'x100' building for the storage of his aircraft, related maintenance, and for storage of personal-use vehicles; and

WHEREAS, your Airport Committee has reviewed and approved of the plan; and

WHEREAS, your Finance Committee has considered the matter and recommends that the City enter into a lease with Keith Kocourek, a copy of which lease is attached hereto and incorporated herein by reference, which lease, in general, provides for a twenty (20) year lease with the opportunity for renewal, 12¢ per square foot adjusted annually as a lease payment, and a payment to the City of real estate taxes as a building on leased land; and

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 original of the attached ground lease between the City of Wausau and Keith Kocourek.

Approved:

Jim Tipple, Mayor

AIRPORT GROUND LEASE

THIS AGREEMENT, made and entered in this _____ day of _____, 2014, by and between the City of Wausau, a Wisconsin municipal corporation, hereinafter referred to as "CITY," and Keith Kocourek, 5105 Lakeshore Drive, Wausau, Wisconsin 54401, hereinafter referred to as "TENANT";

WITNESSETH:

WHEREAS, CITY owns and operates an airport within the corporate limits of the City of Wausau known as the Wausau Downtown Airport, hereinafter referred to as "Airport"; and

WHEREAS, TENANT wishes to lease a parcel of land on Airport described in "Exhibit A," hereinafter referred to as "parcel," and TENANT wishes to construct an airplane hangar for the storage of aircraft and their appurtenances and for TENANT's use on that parcel.

NOW, THEREFORE, for and in consideration of the rents, covenants, and agreements herein contained, CITY and TENANT agree as follows:

1. Premises. CITY hereby leases to TENANT the parcel described in "Exhibit A," attached hereto.

TENANT shall construct within one (1) year of the date first above written, improvements in accordance with the plans and specs on said parcel described in "Exhibit A," attached hereto. All improvements, now and any in the future, must meet all applicable state and local building codes, and shall be approved by CITY. TENANT shall use the improvements and premises solely for aircraft storage and as a maintenance hangar including related office and lounge facilities, for storage of personal-use vehicles, and other uses consistent with and in furtherance of air transportation. TENANT shall comply with "storage" regulations which may be adopted, from time-to-time, by CITY. TENANT specifically agrees that the improvements and premises shall not be used for or in conjunction with any type of fixed base operations (as an FBO facility).

Within sixty (60) days after the completion of the building, OWNER shall complete preparation of appropriate excavation and installation of base course in preparation for asphalt pavement extending from the building to the taxiway and Eighty feet (80') wide. OWNER shall pay for 100 percent of the preparation and base course, and CITY shall pay for the asphalt and the cost of laying the asphalt down. All site preparations for the road shall be done pursuant to CITY specifications and shall be approved by CITY prior to CITY paving the area.

2. Lease Fees. TENANT shall pay to CITY for the lease of the parcel twelve cents (12¢) per square foot per year, which payment shall be paid to the City Treasurer on an annual basis no later than the 5th day of January in the year for which the payment is due. Prorated lease payments shall commence upon occupancy by TENANT. This lease amount shall be adjusted annually to reflect the change in the Consumer Price Index from September 30 the previous year.

3. Real Estate Taxes. TENANT shall pay real estate taxes on the property on the same basis and pursuant to the same valuation process as if TENANT owned the property.

4. Term of Agreement. The initial term of this Agreement shall be for a period of twenty (20) years commencing on the date above first written. This lease shall be automatically renewed, without notice from either party, on identical terms for a like successive term, unless either party shall, at least forty-five (45) days before the expiration of the lease, notify the other in writing of the termination of the lease.

5. Utilities and Charges. TENANT agrees to pay all utilities, charges, and phone bills, including but not limited to bills for electricity, gas, sewer, and water. TENANT agrees to install or cause to be installed on the leased premises meters for all utilities to be used on the leased premises and to pay any and all costs and expenses incurred as a result of the installation and use of such utilities.

6. Improvements. Except as provided in paragraph 1, TENANT shall not make any structural alterations, additions or improvements to the building or leased premises without the consent of CITY, which consent will not unreasonably be withheld, in those cases where TENANT provides it with plans and specifications for the same evidencing alterations, additions, and improvements of substantially the same appearance, standards, and quality as the construction specified in paragraph 1 and there is sufficient, in the opinion of CITY, land for the improvements. TENANT shall have the right to make, without CITY's consent, such nonstructural alterations, additions, and improvements to the building and leased premises that TENANT desires in order to conduct its operations on the leased premises.

7. Compliance with Laws. TENANT shall at all times comply with the airport rules and regulations, federal, state, and municipal laws, ordinances, codes, and other regulatory measures, now in existence or as may be hereafter modified and amended, applicable to the specific type of operation contemplated by it. TENANT shall procure and maintain during the term of this agreement all licenses, permits, and other similar authorizations required for the conduct of its aircraft operations.

8. Liens. TENANT agrees to promptly pay all sums legally due and payable on account of any labor performed on or materials furnished for the leased premises. TENANT shall not permit any liens to be placed against the leased premises on account of labor performed or material furnished; and in the event such a lien is placed against the leased premises, TENANT agrees to save CITY harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.

9. Development. CITY reserves the right to further develop or improve the landing and public areas, including ramp space of the airport, as it sees fit regardless of the desires or views of TENANT and without interference or hindrance; provided, however, that no such development or improvement shall for a period in excess of sixty (60) days limit or violate TENANT's rights under this lease agreement or otherwise violate any federal, state, or local law, ordinance, rule, or regulation.

10. Subordination. This lease agreement shall be subordinate to the provisions of any existing or future agreement between CITY and the United States Government relative to the operation or maintenance of the airport, the execution of which has been, or may be, required as a

condition precedent to the expenditure of federal funds for the development of the airport. Should the effect of any such agreement with the United States Government be to take the leased premises or building or any portion of either or substantially destroy the commercial value of either, then, within thirty (30) days after the occurrence of such event, CITY shall terminate this lease agreement and purchase the building from TENANT, which purchase price shall be the fair market value of the building as of the day of the "taking."

11. Air and Noise. CITY hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the leased premises, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the airport, and the right to pursue all operations of the airport; provided, however, that no such rights or the exercise thereof shall limit or violate TENANT's rights under this lease agreement.

12. Restrictions on Obstructions. CITY reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent TENANT from erecting, or permitting to be erected, any building or other structure on the airport, which, in the opinion of CITY, would limit the usefulness of the airport, or constitute a hazard to aircraft.

13. Assignment. Subject to paragraph 26, TENANT shall not assign its rights and obligations under this lease agreement nor assign any part of the leased premises to a third party.

14. Automobile Parking Lot. TENANT and TENANT's guests may use the parking lot area along with other members of the public and individuals utilizing the Airport. Four (4) parking spaces, as designated by CITY, shall be dedicated for TENANT and TENANT's guests' use.

15. Signs. TENANT agrees that no signs, lighting or advertising matter shall be erected without the written consent of CITY.

16. Insurance. TENANT shall maintain on the parcel and its improvements fire and extended coverage insurance in an amount at least equal to the assessed valuation of the improvements as well as liability coverage with a minimum combined single limit in an amount not less than \$1 million dollars of liability per occurrence for Bodily Injury and Property Damage. The liability coverage amount shall be raised by TENANT when and as necessary, during the term of the lease, to correspond to requirements of CITY.

17. Hold Harmless. TENANT agrees to indemnify and hold harmless CITY, its employees, agents, officers and officials, whether hired, appointed or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to TENANT's operations on the demised premises or on any premises owned by CITY and adjacent thereto and/or as a result of and/or due to the presence of TENANT on the demised premises or on

premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this indemnification and hold harmless section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

18. Release. TENANT agrees to release CITY, its employees, agents, officers and officials, whether hired, appointed or elected, from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to TENANT's operations on the demised premises or on any premises owned by CITY and adjacent thereto and/or as a result of and/or due to the presence of TENANT on the demised premises or on premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this release section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

19. Rights in Common with Others. TENANT shall have the right, in common with others authorized so to do, to use all common areas of Airport, including runways, taxiways, aprons, roadways, parking lots, and any other common areas.

20. Obligations of CITY.

A. CITY shall plow snow promptly and as necessary for the operation of an airport, on the runways, hangar areas, tie-down areas, and any areas in the parking lot necessary for use by TENANT. CITY shall plow to within six (6) feet of TENANT's hangar door.

B. CITY shall maintain the surface of the runways, hangar areas, tie-down areas, and necessary areas of the parking lot in a condition which is reasonable, taking into consideration the required use.

21. City's Right of Entry. CITY shall have the right to, upon 24 hours' notice, inspect the premises during normal business hours in the company of TENANT or an agent or employee of TENANT for the purpose of examining the same and to ascertain if they are in good and safe repair and in compliance with the requirements contained herein, including compliance with all federal, state and local codes. In the event of an emergency, CITY shall have the right to enter the premises without advance notice to TENANT.

22. Acceptance of Premises. TENANT, by the execution of this Agreement, represents that it has inspected Airport and the leased parcel, and that it accepts the condition of the same as they now exist, and fully assumes all risks incident to the use thereof.

23. Outside Storage and Removal of Trash. TENANT will not store in a location susceptible to view by the public, any equipment, materials, supplies, or damaged or partially dismantled aircraft or other vehicles on the leased or adjacent premises. Any screens or other

devices used to keep equipment, materials or supplies from view shall be subject to prior consent by CITY.

TENANT further agrees to remove or cause to be removed, at TENANT's expense, any trash, garbage or debris generated by TENANT's use of the leased premises and agrees not to deposit any trash, garbage or debris on any part of Airport or the leased premises except temporarily in connection with collection or removal of the same.

24. Repair of Premises. TENANT shall, at its expense, keep, maintain, and repair the leased premises, the building and all improvements in good condition subject to normal wear and tear. Included in TENANT's obligations is cutting grass, weeds and other vegetation. In the event TENANT fails to comply with this subparagraph, CITY shall give notice to TENANT specifying the nature of TENANT's failure. In the event that TENANT fails within thirty (30) days of CITY's notice to cure such failure, CITY shall have the option either to cure such failure and to assess the costs thereof against TENANT, or to terminate this Agreement upon five (5) days' notice to TENANT. TENANT hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorneys' fees incurred by CITY in curing such failure within thirty (30) days after CITY's demand therefor.

25. Security. The parties hereby agree that TENANT assumes all responsibility and obligation for providing security on the leased premises.

26. Title and Right of First Refusal to Leasehold Improvements. TENANT shall retain the title to all buildings and other improvements constructed by TENANT on the leased premises. During the term of the lease, ownership may be transferable by TENANT upon CITY's written approval, which shall not be unreasonably withheld.

27. Termination of Lease. Upon termination at the end of the 20-year term or of any successive terms, TENANT shall have the following options:

A. At TENANT's option, all buildings and improvements may be removed from the leased premises at no cost to the CITY. TENANT shall restore leased premises to orderly condition.

B. At TENANT'S option, all buildings and improvements located on the leased premises may be sold. CITY shall have the first right to purchase such buildings and improvements. In the event TENANT receives a bona fide written offer to purchase said buildings and improvements from a third party, CITY shall have the first right to purchase said buildings and improvements at the same price and on the same terms and conditions as are contained in such an offer to purchase. In the event CITY elects not to exercise its option of first right of refusal to purchase the buildings and improvements, the party purchasing said buildings and improvements will agree to lease the premises from the CITY, upon terms acceptable to CITY.

28. Cancellation by CITY. CITY may cancel this Agreement by giving TENANT sixty (60) days' advance, written notice upon or after any one of the following events of default:

A. The failure of TENANT to pay rent in the amount and at the times and in the manner herein provided, and where such failure shall continue for thirty (30) days or more after written notice thereof shall have been given to TENANT.

B. The abandonment by TENANT of the leased premises, except in connection with its surrender to an approved assignee, sublessee, mortgagee, or other party succeeding to TENANT's interests or portion thereof hereunder.

C. The default by TENANT in the performance of any covenant or agreement required herein to be performed by TENANT, and TENANT's failure to commence and diligently continue to correct such default after written notice of the default given by CITY, as above provided.

Failure of CITY to declare this Agreement terminated upon the default of TENANT for any of the reasons set out above shall not operate to bar or destroy the right of CITY to cancel this Agreement by reason of any subsequent violation of the terms of this Agreement. Further, the acceptance of rental by CITY for any period after a default of any of the terms, covenants or conditions by TENANT shall not be deemed a waiver of any right on the part of CITY to cancel this agreement.

Upon cancellation by CITY, CITY shall have the right to enter upon premises and building and, at its option, commence an action to take title.

29. Force Majeure. If, by reason of force majeure, either party is unable, in whole or in part, to carry out the agreements of such party on its part herein contained, such party shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes; lockout or threats of orders of any kind of the government of the United States or of Wisconsin, or any of their departments, agencies or officials, or any civil (except, in the case of CITY only, CITY) or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government (except, in the case of CITY only, CITY) and people; civil disturbances; explosions; damage, loss, breakage or accident to the buildings, leased premises or Airport; partial or entire failure of utilities; or any other cause or event not reasonably within the control of such party, it being agreed that the settlement strikes, lockouts and other industrial disturbances shall be entirely within the discretion of such party and such party shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties in such matters when such course is, in the judgment of such party, unfavorable to such party.

30. Nothing in this lease shall serve to transfer title to the land in any manner, from CITY to TENANT.

31. TENANT shall pay to CITY real estate taxes on the building and other improvements, as "Building on Leased Land."

32. Notices. All notices required herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, properly addressed to the party to be notified as follows:

If to TENANT: Keith Kocourek
5105 Lakeshore Drive
Wausau, WI 54401

If to CITY: City Clerk
407 Grant Street
Wausau, WI 54403

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day of _____, 2014.

CITY:

CITY OF WAUSAU

BY _____
Jim Tipple, Mayor

BY _____
Toni Rayala, Clerk

TENANT:

BY _____
Keith Kocourek

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2014, the above-named Jim Tipple, Mayor, and Toni Rayala, 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 _____, 2003, the above-named Keith Kocourek, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

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

RESOLUTION OF FINANCE COMMITTEE

Authorizing renewal of parking lot lease (Third and McClellan Streets - Janke)

Committee Action:

Fiscal Impact: Annual parking lot rental costs of \$6,700 along with annual maintenance costs of \$4,638 generates approximately \$8,463 in revenues resulting in a loss of operations of \$2,875.

File Number: 92-0623

Date Introduced: June 10, 2014

RESOLUTION

WHEREAS, there is currently in effect a five-year lease agreement (expiring June, 2014) between the City and Janke Book Store, Inc., for the lease of the parking lot at Third and McClellan Street, a copy of which lease is attached hereto and incorporated herein by reference; and

WHEREAS, the owner of the lot has offered to renew the lease at this time, for five years, under the same terms and conditions as is set forth in the existing lease with the addition of sidewalk maintenance estimated to cost approximately \$200 annually, and your Finance Committee has reviewed the matter and recommends that the City renew the lease at this time for a five-year period; and

WHEREAS, the purpose of this resolution is to authorize the execution of an agreement between the City and Janke Book Store, Inc., which is attached:

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 a five-year agreement for the lease of the Third and McClellan Street parking lot from Janke Book Store, Inc., a copy of which is attached hereto and incorporated herein by reference.

Approved:

James E. Tipple, Mayor

AGREEMENT FOR LEASE OF PARKING LOT—
THIRD AND MCCLELLAN STREETS (JANKE BOOK STORE, INC.)

THIS AGREEMENT, made this _____ day of _____, 2014, between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY," and Janke Book Store, Inc., a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER";

WITNESSETH:

WHEREAS, OWNER, is the owner of the parking lot on the northeast corner of Third and McClellan Streets, in the City of Wausau, which parking lot is delineated on "Exhibit A" attached hereto and incorporated herein by reference, and shall hereinafter be referred to as "LOT"; and

WHEREAS, CITY wishes to lease LOT so as to provide parking to the public, and OWNER will permit the lease of LOT, all upon certain terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY shall have the exclusive use of LOT for the provision of whatever parking arrangement CITY wishes, the current configuration providing for fifteen (15) parking stalls; that in return, CITY agrees to pay OWNER Three Hundred Forty-five and 00/100 Dollars (\$345.00) per month plus an amount of money equal to one-twelfth (1/12) of the net real estate tax due for LOT, such payment to be made by CITY to owner on the first (1st) day of the month.

2. CITY shall provide for any type of parking it wishes; CITY shall maintain all parking meters, the asphalt surface, and the grass. CITY shall plow snow in LOT when needed and shall remove snow from sidewalks adjacent to LOT on 3rd Street and McClellan Street at CITY expense.

3. OWNER agrees that it is responsible for the installation of new sidewalk if needed, adjacent to LOT, and OWNER agrees that it shall be responsible for paying any special assessments levied against OWNER and LOT for improvements on Third Street, McClellan Street and the alley.

4. CITY shall provide public liability insurance on LOT only for the purpose of public parking and for the purpose of insuring CITY's interest, and OWNER shall provide liability insurance insuring its interest.

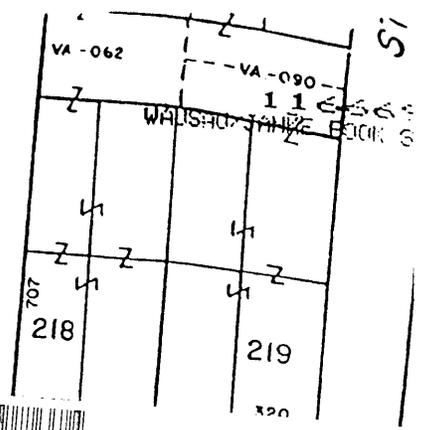
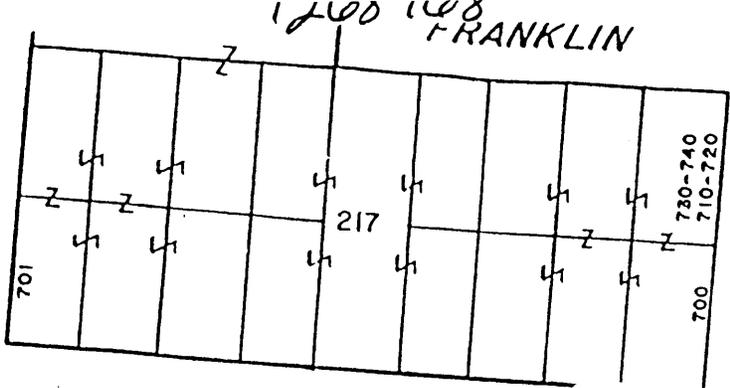
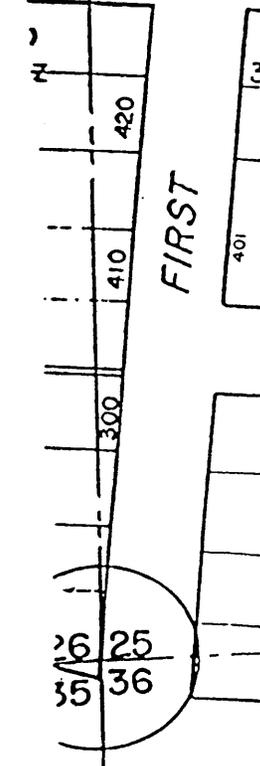
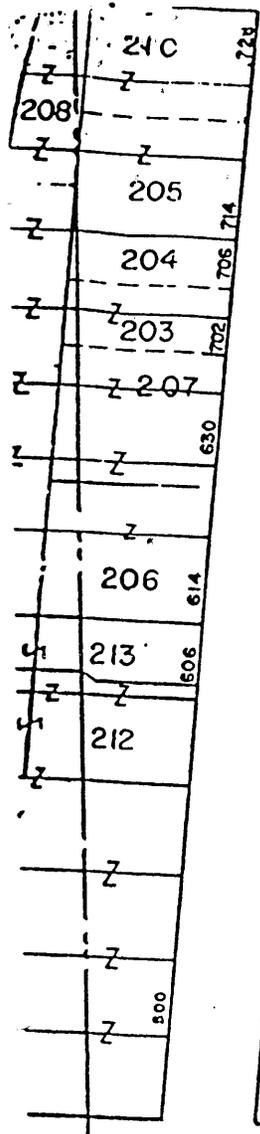
5. This lease shall be for a five-year (5-year) term, commencing on the date above referenced, provided that OWNER may terminate the lease upon 90-day notice if a building is to be moved onto or constructed on LOT.

6. This agreement shall run with the land during this five-year (5-year) lease period and shall be binding upon OWNER, its successors in title or assigns.

LEGAL DESCRIPTION

PIN: 37.291.4.2907.253.0236

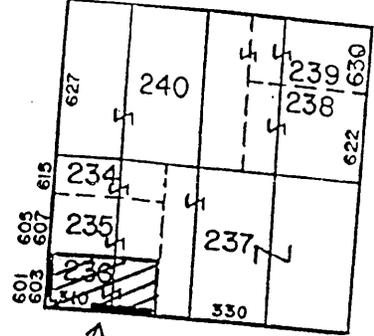
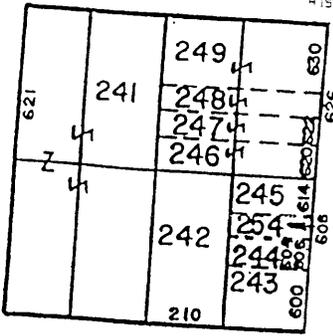
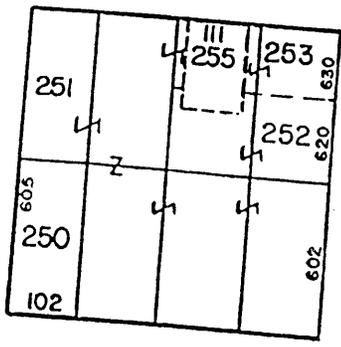
The southerly 47 feet of Lots 1 and 2, Block 3, McIndoe and Shuter's Addition to Wausau, Marathon County, Wisconsin, except the easterly 15 feet of Lot 2, Block 3.



GRANT

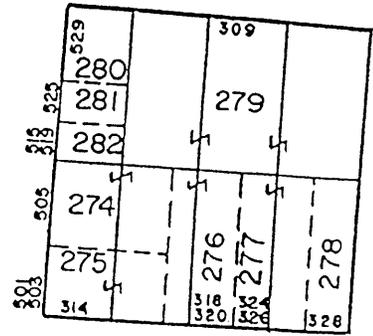
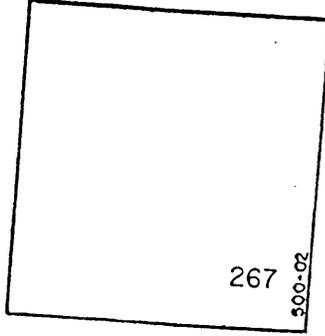
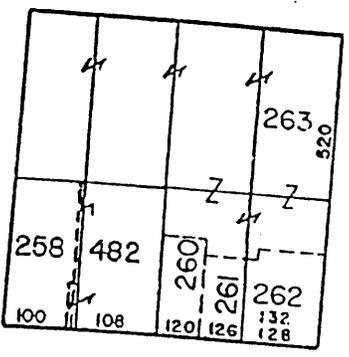


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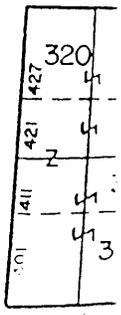
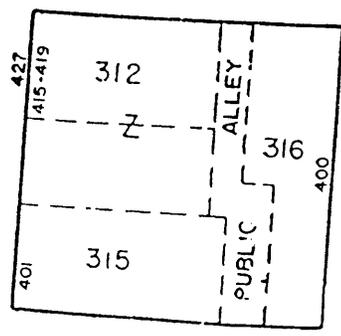
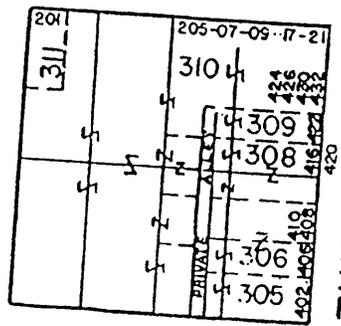
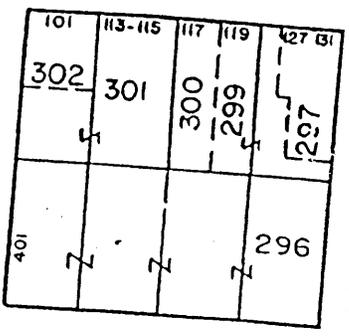


MC CLELLAN

Subject Property



SCOTT



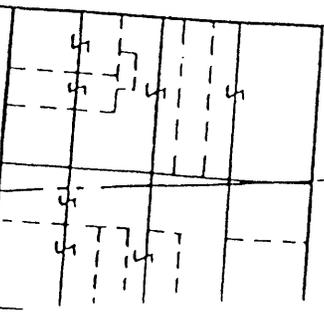
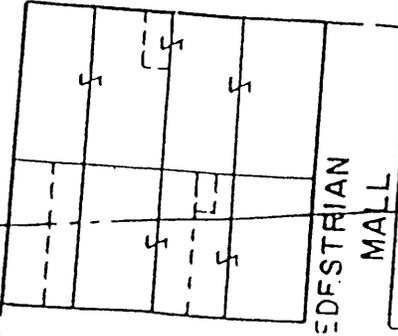
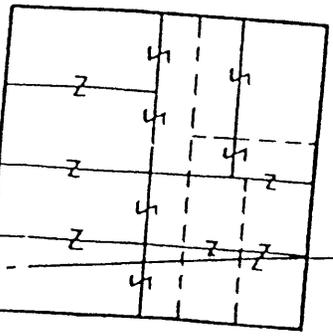
FIRST

SECOND

THIRD

FOURTH

JEFFERSON



WASHINGTON

PEDESTRIAN MALL



STAFF REPORT ON PARKING – MARATHON COUNTY

The County currently purchases about 93 permits per month for the Sears Parking Ramp for employee parking. They currently pay market rate for these stalls at \$23.70 per stall. The County is requesting an opportunity to sign a five year parking lease at a discounted rate. The current discounted rate for a long term agreement would be \$21.80.

The financial impact of the decrease in parking fees would be \$2,120.40 annually. The City would use the standard parking agreement which is attached.

CITY OF WAUSAU
PARKING SPACE LEASE AGREEMENT

This parking space lease agreement ("Lease") is made and entered into as of this ___ day of _____, 200_, by and between the CITY OF WAUSAU, WISCONSIN a Wisconsin municipal corporation, as "LESSOR" or "CITY", acting by and through the City of Wausau Board of Public Works, and _____ whose address is _____, as LESSEE(s):

1. **LEASE.** Subject to the terms and conditions of this Agreement, CITY leases to LESSEE parking spaces to use in common with other Lessees and the public, unreserved permit parking spaces in a portion of _____ ("PARKING FACILITY"). LESSEE may use and occupy _____ unreserved permit parking spaces in the Parking Facility on the indicated dates at the indicated times for the parking rates stated below for the following express purposes and no other purpose: parking is for normal passenger vehicles only including pick up trucks and passenger size vans provided they meet any height restriction of the PARKING FACILITY. The CITY shall in no manner be obligated to provide any particular parking space. This lease is not transferable and may not be assigned without prior consent. A map locating the eligible unreserved permit parking spaces is identified on the PARKING FACILITY map attached and referred to as Exhibit A.

2. **TERMS/DAYS/HOURS.** This lease shall be for the period beginning the ___ day of _____, 200_, through the ___ day of _____, 200_. LESSEE is authorized to park in the PARKING FACILITY:
 - Monday through Friday between the hours of 6:00AM through 6:00PM; or
 - Seven (7) days per week a week, twenty four hours per day; or
 - _____ days per week _____, between the hours of _____ through _____.

3. **PAYMENTS.** The lease rate shall be:
 - In _____ equal annual lease installments of _____ due on _____; or
 - In _____ monthly lease payment installments of _____ due on the 1st of each month.

4. **FINANCE CHARGES.** Fees/or rents not paid within the terms of this agreement are subject to a 1½% per month finance charge.

5. **DURATION.** This lease shall terminate at the earlier of, five years from the lease effective date, the date the PARKING FACILITY ceases to be available to the CITY or at the end of the lease term.

6. **RULES.** By signature below, LESSEE expressly acknowledges receipt of PARKING FACILITY rules. LESSEE expressly agrees to provide a copy of said Rules to agents, employees or guests who utilize the PARKING FACILITY. LESSEE is solely responsible to the CITY for any violation of rules by LESSEE's users.

7. **VEHICLES PARKED AT OWNER'S RISK.** LESSEE understands and expressly agrees that the CITY will not accept any vehicle in bailment or for safekeeping; nor shall the CITY be responsible for loss or damage to any vehicle or its contents by fire, vandalism, theft or any other cause, nor for loss, damage or injury by or to other customers or any other individual personal injury of any nature. LESSEE expressly acknowledges that the CITY shall have no duty to provide security, and expressly does not assume any obligation to provide for the security of the PARKING FACILITY or to protect individuals using the PARKING FACILITY, or vehicles or property in the PARKING FACILITY, from criminal activity.
8. **DAMAGED PROPERTY.** If LESSEE, or his/her guests or agents, damages any personal property at the PARKING FACILITY, or damages any PARKING FACILITY equipment, in addition to any liability LESSEE may have for any claims, losses or costs arising out of such damage, the CITY may terminate this Agreement.
9. **TERMINATION.** An event of default shall be deemed to occur should any of the following events happen:
- a. failure to timely pay fee or invoice;
 - b. repeated failure of LESSEE, or of his/her guests or agents, to obey the rules of the CITY concerning security, safety, or preservation of the CITY Parking Facilities, during the term of the agreement; or
 - c. failure of the LESSEE to comply with any other term or condition of this agreement, including any addenda or amendments hereto.
- In the event of default, the CITY shall notify LESSEE in writing, and the CITY may terminate this agreement immediately upon notice to said LESSEE, without penalty or liability to the CITY.
10. **FORCE MAJEURE/OCCUPANCY DISRUPTION.** If the PARKING FACILITY or any portion thereof shall be destroyed or damaged by fire or other calamity, acts of God or other causes beyond the reasonable control of LESSEE or CITY, then this Agreement shall terminate upon at least five (5) days written notice, if practical, to the other party that an event of "Force Majeure" has occurred and prevented performance by the party experiencing the event of "Force Majeure". In the event of a termination by reason of "Force Majeure", the CITY shall not be liable or responsible to the LESSEE for any damages caused thereby and LESSEE waives all claims against the CITY for damages sustained by reason of such termination, except that any unearned portion of payments shall be abated or if previously paid refunded.
11. **PARKING FACILITY CLOSURE.** The CITY reserves the right to close the PARKING FACILITY for repairs and maintenance. When closing the PARKING FACILITY, the CITY shall seek to avoid any inconveniences to LESSEE. CITY will provide as much advance notice as is possible and will provide alternate parking during the closure period.
12. **RIGHT TO REMOVE.** The CITY reserves the right to remove or expel from the PARKING FACILITY any person engaging in or conducting him/herself in a manner disruptive, abusive or offensive to other patrons at or in the PARKING FACILITY. Neither the CITY, nor any of its employees shall be liable to the LESSEE for any damages that may be sustained by LESSEE through the CITY's exercise of such right.

- 13. NO ASSIGNMENT.** The LESSEE may not assign its rights, obligations or duties hereunder without first receiving written consent by the CITY of Wausau.
- 14. NONWAIVER.** The CITY's acceptance of rent or failure to complain of any action, non-action or default of LESSEE, whether singular or repetitive, shall not constitute a waiver of any of the CITY's rights. If LESSEE's payment of any sum due the CITY is accompanied by written conditions or is represented by LESSEE to be a settlement or satisfaction of any obligation, the CITY may accept and deposit such moneys without being bound by such conditions or representations unless the CITY expressly agrees in a separate written instrument. The CITY's waiver of any right of the CITY, or any default of the LESSEE shall not constitute a waiver of any other right or constitute waiver of any other default or subsequent default.
- 15. ATTORNEY FEES.** If the CITY is required to file suit to collect any amount owed it under this Agreement, CITY shall be entitled to collect reasonable attorney's fees for its prosecution of the suit.
- 16. ENTIRE AGREEMENT/AMENDMENTS.** This agreement constitutes the entire Agreement between the parties, and supercedes any and all previous written or oral agreements or representations between the parties. This agreement may only be amended in writing signed by both parties.
- 17. SEVERABILITY.** If any covenant, condition, provision, term or agreement of this Lease is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Lease will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.
- 18. NOTICES.** Any notice under this Agreement shall be given by certified mail, overnight mail, or by personal delivery, and shall be effective upon receipt. Notice shall be sent to the address for the receiving party as designated herein: For LESSEE: As listed on page one of this Agreement. For CITY: City Clerk, City of Wausau, 407 Grant Street, Wausau, WI 54403.

IN WITNESS WHEREOF, this Agreement is executed to be effective on the ___ day of _____, 200_.

LESSEE

CITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



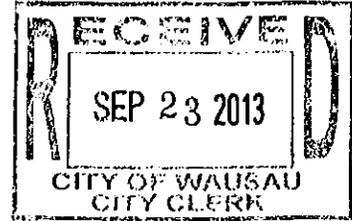
STAFF REPORT ON PARKING LOT LAND LEASE WITH NORTH FIRST STREET HOLDING COMPANY TO COMPLY WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES REMEDIATION COVER INSPECTION AND MAINTENANCE PLAN

Kevin Fabel, the City of Wausau environmental engineer has been working with the DNR to close out a number of remediation projects. The DNR has requested the modification of the attached land lease to include language regarding the maintenance of the remediation cover during the term of the lease. The remediation cover is the parking lot which was constructed by the City of Wausau in the last few years. The specific additional language would read:

To maintain the property in accordance with that certain WDNR – approved cover inspection and maintenance plan “Cap Maintenance Plan”.

08-0917

LEA



PARKING LOT LAND LEASE

THIS PARKING LOT LAND LEASE (hereafter "Lease") is made as of the 12 day of June, 2013 (the "Lease Date"), by and between NORTH FIRST STREET HOLDING COMPANY, LLC, a Wisconsin limited liability company with offices at 500 North 1st Street, Wausau, Wisconsin 54403 (hereinafter referred to as "Landlord") and the CITY OF WAUSAU, WISCONSIN, a Wisconsin municipal corporation with address of 407 Grant Street, Wausau, Wisconsin 54403 ("Tenant").

BASIC TERMS

- 1. Tenant's Representative and address: c/o Finance Director
407 Grant Street
Wausau, WI 54403
Telephone: 715-261-6620
Facsimile: 715-261-6626.
- 2. Landlord's Representative and address: Paul C. Schlindwein II
North First Street Holding Company, LLC
500 First Street
Wausau, WI 54403
Telephone: 715-842-3260
Facsimile: 715-848-0616
- Copies to: Joseph M. Mella, Esq.
Ruder Ware, L.L.S.C.
500 First Street, Suite 8000
Wausau, WI 54403
Telephone: 715-845-4336
Facsimile: 715-845-2718
- 3. Premises: See Exhibit A.
- 4. Commencement Date: July
May, 2013
- 5. Lease Term: Beginning on the Commencement Date and ending at midnight on December 31, 2021 (subject to termination provisions set forth in Section 9.19)
- 6. Rent: One Dollar (\$1.00) per year
- 7. Utilities: Tenant shall be solely responsible for all Utilities (as defined herein) for the Leased Premises.
- 8. Taxes, Maintenance, Repairs, and Replacements: Tenant shall be solely responsible for all Taxes, Maintenance, Repairs, and Replacements (as each is defined herein) for the Leased Premises.

STANDARD TERMS AND CONDITIONS

**ARTICLE 1.
LEASE OF PREMISES AND LEASE TERM**

1.1. Premises.

In consideration of the mutual covenants this Lease describes and other good and valuable consideration, Landlord leases to Tenant and Tenant leases from Landlord, upon and subject to the terms, covenants, and conditions set forth in this Lease the Premises.

1.2. Term, Delivery, and Commencement.

The Term of this Lease is the period stated in the Basic Terms. The Term commences on the Commencement Date and expires on the expiration date specified in the basic terms (unless otherwise extended as provided herein). Notwithstanding any other provision of this Lease to the contrary, Tenant acknowledges that Landlord makes no representations or warranties of any kind with respect to the Premises and Tenant takes the Premises pursuant to this Lease as is, where is, and with all faults. Provided, the term of that certain Parking Stall Lease Agreement between Tenant and First Wausau Tower, LLC dated of even date herewith (the "Parking Stall Lease") has been extended as provided therein, this Lease shall be deemed to be extended for the same period as provided in the Parking Stall Lease on the same terms and conditions as provided herein.

**ARTICLE 2.
RENT**

2.1. Rent.

Tenant will pay Rent in annual installments to Landlord, in advance and without demand therefor, commencing on the Commencement Date and continuing on or before the first day of each and every calendar year after the Commencement Date during the Term, to the address specified in the Basic Terms or at such other place as Landlord may from time to time designate in writing to Tenant.

**ARTICLE 3.
USE**

3.1. Permitted Use.

Tenant may use the Leased Premises for the operation of a parking lot leased to First Wausau Tower, LLC and uses incidental thereto which are allowed by any applicable laws, ordinances, or codes ("Laws") and for use by the general public at any times not so leased to First Wausau Tower, LLC. Tenant will not use the Property in any fashion that violates any Laws, causes injury or damage to the Premises or to any person, or constitutes a public or private nuisance or waste.

ARTICLE 4. TENANT'S OBLIGATIONS

4.1. Taxes.

Tenant shall pay when due, beginning with taxes imposed for 2012, and prior to delinquency any and all taxes, assessments, impositions, use fees, impact fees, and charges of any kind and nature imposed upon the Premises by any authority having the direct or indirect power to tax or impose any such charges upon real property, including, but not limited to, any municipal, state, or federal government, or subdivision thereof, such as any school, agricultural, sanitary, fire, street, drainage, or other improvement district, that accrue against the Premises during the Lease Term (collectively referred to as "Taxes"), as provided herein, whether or not such Taxes are imposed pursuant to any applicable law in existence on the Commencement Date or pursuant to any law enacted thereafter.

4.2. Insurance.

Tenant, at all times during the Term, at Tenant's sole cost and expense, shall maintain the insurance this Section 4.2 describes:

4.2.1. Liability Insurance.

Commercial general liability insurance (providing coverage at least as broad as the current ISO form) with respect to the Property, on an "occurrence" basis, with minimum limits of \$1,000,000 each occurrence and \$3,000,000 general aggregate. Such insurance must include specific coverage provisions or endorsements (a) for broad form contractual liability insurance; (b) naming Landlord as an additional insured; (c) waiving the insurer's subrogation rights against Tenant; (d) providing Landlord with at least thirty (30) days' prior notice of modification, cancellation, non-renewal, or expiration; and (e) expressly stating that Tenant's insurance will be provided on a primary and non-contributory basis.

4.2.2. Property Insurance.

Property insurance on the Property in an amount not less than the full insurable replacement cost of the improvements to the Premises insuring against loss or damage by fire and such other risks as are covered by the current ISO Special Form policy.

4.2.3. Miscellaneous Insurance Provisions.

Tenant will deliver evidence of insurance satisfactory to Landlord, (a) on or before the Commencement Date, (b) not later than thirty (30) days prior to the expiration of any current policy or certificate, and (c) at such other times as Landlord may reasonably request. Such evidence shall be by the most recently approved ACCORD form certificate.

4.2.4. Failure to Insure.

Notwithstanding any contrary language in this Lease and any notice and cure rights this Lease provides Landlord, if Tenant fails to provide Landlord with evidence of insurance as required under Section 4.2, Landlord shall give Tenant notice of such failure and if such failure continues for an additional period of ten (10) days following the date of Landlord's notice to Tenant, Landlord may assume that Tenant is not maintaining the insurance Section 4.2 requires Tenant to maintain and Landlord may, but is not obligated to, without further demand upon Tenant or notice to Tenant and without giving Tenant any cure right or waiving or releasing Tenant from any obligation contained in this Lease, obtain such insurance for Landlord's benefit. In such event, Tenant will promptly pay to Landlord, upon demand, all costs and expenses Landlord incurs obtaining such insurance. Landlord's exercise of its rights under this Section 4.2.4 does not relieve Tenant from any default under this Lease.

4.3. Maintenance.

4.3.1. General Maintenance and Repairs.

Tenant shall be solely and exclusively responsibility for the condition, operation, repair, replacement, maintenance, and management of the Premises. Tenant, at Tenant's sole cost and expense, will keep and maintain the Premises in good operating condition and repair and in a neat and sanitary condition. If Tenant fails to commence any of its obligations as required hereby within five (5) regular business days after written request therefor from Landlord, Landlord may, upon the expiration of such five (5) regular business day period, proceed to undertake such obligations, in which event Tenant shall promptly reimburse Landlord upon demand therefor for all Landlord's costs incurred by Landlord undertaking such action. Landlord's exercise of its rights under this Section 4.3.1 does not relieve Tenant from any default under this Lease.

4.3.2. Alterations Required by Laws.

If any governmental authority requires any alteration to the Premises, Tenant will make such alterations at Tenant's expense.

4.4 Utilities.

Tenant shall provide at its sole cost and expense all utilities used in the Premises, including, but not limited to, adequate lighting for all portions of the Premises at standards deemed adequate for public safety and use typically found in parking areas of this type in Wisconsin.

**ARTICLE 5.
RIGHTS RESERVED BY LANDLORD**

5.1. Control of Property.

Landlord reserves all rights respecting the Premises not specifically granted to Tenant under this Lease.

5.2. Right of Entry.

Landlord and its authorized representatives may enter the Premises to (a) inspect the Premises or (b) exercise and perform Landlord's rights and obligations under this Lease, provided such access does not unreasonably interfere with the use of the Premises by Tenant.

**ARTICLE 6.
DAMAGE OR DESTRUCTION**

6.1. Landlord's Repair Obligation.

In the event of any damage to or destruction of the Property or improvements thereto by fire or other casualty, Tenant will repair and restore the Premises and improvements thereto to as near its condition prior to the fire or other casualty as is reasonably possible with all commercially reasonable diligence and speed.

**ARTICLE 7.
DEFAULTS; REMEDIES**

7.1. Default by Tenant.

The occurrence of any of the following constitutes a “**Tenant Event of Default**” by Tenant under this Lease:

7.1.1. Failure to Pay Rent.

Tenant fails to pay Rent or any other monetary obligation to Landlord hereunder, unless otherwise excused hereby, as and when due and such failure continues for ten (10) days after Landlord notifies Tenant in writing.

7.1.2. Failure to Perform.

Tenant breaches or fails to perform any of Tenant’s non-monetary obligations under this Lease and the breach or failure continues for a period of thirty (30) days after Landlord notifies Tenant in writing of Tenant’s breach or failure; provided that if Tenant cannot reasonably cure its breach or failure within a thirty (30) day period, Tenant’s breach or failure is not a Tenant Event of Default if Tenant commences to cure its breach or failure within the thirty (30) day period and thereafter diligently pursues the cure and effects the cure within a reasonable period of time.

7.1.3. Other Defaults.

(a) Tenant makes a general assignment or general arrangement for the benefit of creditors; (b) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Tenant; (c) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed against Tenant and is not dismissed within ninety (90) days; (d) a trustee or receiver is appointed to take possession of substantially all of Tenant’s assets or of Tenant’s interest in this Lease and possession is not restored to Tenant within sixty (60) days; or (e) substantially all of Tenant’s assets or Tenant’s interest in this Lease is subjected to attachment, execution, or other judicial seizure not discharged within sixty (60) days.

7.1.4. Landlord’s Remedies.

Upon the occurrence of any Tenant Event of Default, Landlord may exercise any remedy provided for landlords generally pursuant to Chapter 704 of the Wisconsin Statutes, as the same may be amended from time to time, and any regulations promulgated thereunder, or shall be entitled to bring an action for specific performance, and shall be further entitled to reimbursement on demand for any actual costs Landlord incurs in connection with enforcement of its remedies thereunder, including, but not limited to, reasonable attorneys’ fees and costs. In addition to the preceding remedies, in the event Landlord elects to terminate this Lease following a Tenant Default, title to the Tenant’s Improvements (as defined herein) shall, upon notice by Landlord, vest in Landlord.

**ARTICLE 8.
TENANT IMPROVEMENTS**

8.1. Tenant Improvements.

Tenant shall make no alterations or improvements to the Premises without the prior written consent of Landlord. Landlord acknowledges that Tenant has heretofore constructed a parking lot on the Premises.

8.2. Tenant Improvements Upon Termination.

Upon the expiration or termination of this Lease for any reason, all improvements to the Premises shall be deemed abandoned by Tenant and title thereto shall vest in Landlord at no cost to Landlord. If Tenant abandons, vacates, or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Tenant's personal property and the improvements left on the Premises shall be deemed to be abandoned, at the option of Landlord, except such property as may be encumbered.

8.3. Liens.

Tenant has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Landlord or Tenant in, the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant shall give Landlord immediate written notice of the placing of any lien or encumbrance against the Premises and cause such lien or encumbrance to be discharged within thirty (30) days of notice of the filing or recording thereof; provided, however, that Tenant may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Tenant causes such lien or encumbrance to be bonded, insured over, or otherwise secured in a manner satisfactory to Landlord within such thirty (30) day period.

**ARTICLE 9.
MISCELLANEOUS PROVISIONS**

9.1. Notices.

All Notices must be in writing and must be sent by United States registered or certified mail (postage prepaid) or by an independent overnight courier service, addressed to the addresses specified in the Basic Terms or at such other place as either party may designate to the other party by written notice given in accordance with this Section. Notices given by mail are deemed delivered within three (3) business days after the party sending the Notice deposits the Notice with the United States Post Office. Notices delivered by courier are deemed delivered on the

next business day after the day the party delivering the Notice timely deposits the Notice with the courier for overnight (next day) delivery.

9.2. Successors.

The covenants and agreements contained in this Lease bind and inure to the benefit of the parties hereto, and their respective successors and assigns.

9.3. Captions and Interpretation.

The captions of the articles and sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular includes the plural and the plural includes the singular.

9.4. Relationship of Parties.

This Lease does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Landlord and Tenant other than that of landlord and tenant.

9.5. Entire Agreement; Amendment.

The Basic Terms and all exhibits, addenda, and schedules attached to this Lease are incorporated into this Lease as though fully set forth in this Lease and together with this Lease contain the entire agreement between the parties with respect to the improvement and leasing of the Premises. No subsequent alteration, amendment, change, or addition to this Lease is binding on Landlord or Tenant unless it is in writing and signed by the party to be charged with performance.

9.6. Severability.

If any covenant, condition, provision, term, or agreement of this Lease is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Lease will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.

9.7. Survival.

Notwithstanding any other provision of this Lease to the contrary, all of Landlord's or Tenant's obligations under this Lease accruing prior to expiration or other termination of this Lease survive the expiration or other termination of this Lease.

9.8. Attorneys' Fees.

If either Landlord or Tenant commences any litigation or judicial action to determine or enforce any of the provisions of this Lease, the prevailing party in any such litigation or judicial action is entitled to recover all of its costs and expenses (including, but not limited to, reasonable attorneys' fees, costs, and expenditures) from the non-prevailing party.

9.9. Governing Law.

This Lease is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising from or relating to this Lease must be brought in Marathon County, Wisconsin.

9.10. Time is of the Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

9.11. Authority.

Tenant and each individual signing this Lease on behalf of Tenant represents and warrants that they are duly authorized to sign on behalf of and to bind Tenant and that this Lease is a duly authorized obligation of Tenant. Landlord and each individual signing this Lease on behalf of Landlord represents and warrants that they are duly authorized to sign on behalf of and to bind Landlord and that this Lease is a duly authorized obligation of Landlord.

9.12. Quiet Enjoyment.

Landlord covenants that Tenant will quietly hold, occupy, and enjoy the Premises during the Term, subject to the terms and conditions of this Lease, free from interruption, interference, nuisance, claims, molestation, or hindrance by Landlord or any person claiming by, through, or under Landlord (or the owner of the Property, if different), if Tenant pays all Rent as and when due and keeps, observes, and reasonably satisfies all covenants, obligations, and agreements of Tenant under this Lease.

9.13. Recording.

Landlord and Tenant shall execute, and Tenant may record, a Memorandum of this Lease.

9.14. Indemnification.

Tenant shall indemnify, defend, and hold Landlord, its affiliates, and related entities, and their respective shareholders, directors, officers, employees, and agents, and their respective heirs, successors, and assigns, harmless from and against and with respect to any claim, demand, action, cause of action, loss, cost, expense, liability, injury, administrative order, consent agreement or order, penalty or interest or damage, including, without limitation, attorneys' fees, and all costs and expenses of all actions, suits, proceedings, demands, assessments, claims, and judgments resulting from, occurring in connection with, or arising out of (a) the negligent or willful acts or omissions of Tenant, its employees, agents, invitees, or others for whose actions Tenant are legally responsible, unless due to the negligent acts or omissions of Landlord, (b) any violation of any applicable law, regulation, or legal requirement, including, but not limited to, any environmental laws, by Tenant, its employees, agents, invitees, or others for whose actions Tenant is legally responsible, unless due to such violations by Landlord, its employees, agents, invitees, or others for whose actions Landlord is legally responsible, or (c) the breach of this Lease by Tenant, unless due to a breach of this Lease by Landlord, including, but not limited to, any breach of any representation, warranty, covenant, or agreement made by Tenant hereunder. This indemnity obligation of Tenant shall be ongoing and shall survive termination of this Lease for whatever cause.

9.15. Estoppel.

Tenant shall within ten (10) days of the request therefore, execute and deliver to Landlord, at such time or times as Landlord may request, an Estoppel Certificate stating:

- (a) Whether or not the Lease is in full force and effect;
- (b) Whether or not the Lease has been modified or amended in any respect, and submitting copies of such modifications or amendments, if any;
- (c) Whether or not there are any existing defaults under this Lease to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any;
- (d) The Commencement Date and the Termination Date of the Term; and
- (e) Such other information as may be reasonably requested.

It is intended that such statement may be relied upon by any person or entity acquiring any interest in the Premises or making a loan thereon.

9.16. Subordination.

This Lease, and Tenant's interest and rights hereunder, are and shall be subject and subordinate at all times to the lien of any mortgage or land contract to which Landlord is a party, now existing or hereafter created on or against the Premises, and all amendments, restatements, renewals, modifications, consolidations, refinancing, assignments, and extensions thereof, without the necessity of any further instrument or act on the part of Tenant. Tenant agrees, at the election of the holder of any such land contract or mortgage, to attorn to any such holder. Tenant agrees upon demand to execute, acknowledge, and deliver such instruments confirming such subordination and such instruments of attornment as shall be reasonably requested by any such holder.

9.17. Assignment and Subletting.

Except for the lease to First Wausau Tower, LLC for the parking spaces within the Premises executed of even date herewith, Tenant shall not assign, sublet, or otherwise transfer all or any part of its interest in this Lease or in the Premises without the prior written consent of Landlord.

9.19 Early Termination for New Development.

In the event Landlord or First Wausau Tower, LLC, or any affiliate thereof, determines that redevelopment of some or all of the Premises is required for one or more buildings or other structures, Landlord may, by written notice to Tenant, terminate so much of this Lease as is necessary or convenient to Landlord, First Wausau Tower, LLC, or any affiliate thereof to redevelop that portion of the Premises, and rent and other obligations of Tenant shall be reduced proportionately.

[CONTINUED ON NEXT PAGE]

Landlord and Tenant each caused this Lease to be executed and delivered by its duly authorized representative to be effective as of the Effective Date.

TENANT:

THE CITY OF WAUSAU, WISCONSIN, a
Wisconsin municipal corporation

By: James E. Tuppala
Name: JAMES E. TUPPALA
Title: MAYOR

Attest:

By: Joni Rayala
Name: JONI TRAYALA
Title: CITY CLERK

LANDLORD:

NORTH FIRST STREET HOLDING COMPANY,
LLC, a Wisconsin limited liability company

By: Paul C. Schlinowein II
Name: PAUL C. SCHLINDOWEIN II
Title: MANAGER

RESOLUTION OF THE FINANCE COMMITTEE

Approving 2014 Budget Modification 2014 Street Construction Projects A, B and C

Committee Action:

Fiscal Impact:

File Number: 13-1109

Date Introduced: June 10, 2014

RESOLUTION

WHEREAS, the 2014 Street Improvements projects budgeted within the Stormwater Capital Outlay and Street Improvements Budget; and

WHEREAS, the 2014 bid and 2014 budget variances require a budget modification to complete the projects; and

WHEREAS, the Finance Committee has considered and recommends a budget modification to align the contract costs with the budget;

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to modify and increase the 2014 budget as follows:

BE IT FURTHER RESOLVED this budget modification be published in the official newspaper as required.

Approved:

James E. Tipple, Mayor

2014 STREET IMPROVEMENTS PROJECTS

	<u>Street Improvements</u>	<u>Stormwater</u>	<u>Total</u>
2014 Adopted Budget	\$ 1,717,555	\$ 130,000	\$ 1,847,555
Street Improvements Project A	\$ 231,343.00	\$ 129,926.00	\$ 361,269.00
Street Improvements Project B	655,339.04	-	655,339.04
Street Improvements Project C	943,609.38	306,612.83	1,250,222.21
Total	<u>\$ 1,830,291.42</u>	<u>\$ 436,538.83</u>	<u>\$ 2,266,830.25</u>
Required Budget Modification	\$ 112,736.42	\$ 306,538.83	\$ 419,275.25

2014 STREET LIGHTING PROJECT

2014 Modified Budget

Community Development	\$	45,000.00
Proceeds from Notes	\$	106,000.00
Total		<u>151,000.00</u>

Street Construction Project C - Scott Street

Bid Amount	\$	117,590.00
Street Light Purchase	\$	109,000.00
Wire Purchase	\$	4,700.00

Required Budget Modification	\$	80,290.00
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RESOLUTION OF THE FINANCE COMMITTEE

Approving 2014 Budget Modification Tax Increment District Number Six Highway 52 Median Landscape Project

Committee Action:

Fiscal Impact: \$18,893.30

File Number: 13-1109

Date Introduced: June 10, 2014

RESOLUTION

WHEREAS, the Department of Public Works has received the completed Prime Contractor Affidavit of Compliance with Prevailing Wage Rate Determination from Revi Design, Inc. and

WHEREAS, the document indicates that an additional payment of \$18,893.30 is required to comply with the prevailing wage rates; and

WHEREAS, no budget was established for this payment in the 2014 budget; and

WHEREAS, the Finance Committee has considered and recommends a budget modification to increase the TID #6 budget in the amount of \$18,893.30 with the financing to be provided by Community Development Block Grant Funds and the annual CIP borrowing

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to modify and increase the 2014 budget as follows:

144- 345298746 Streetscape Project.....\$18,893.30

BE IT FURTHER RESOLVED this budget modification be published in the official newspaper as required.

Approved:

James E. Tipple, Mayor

AFFIDAVIT OF NO DEBTS OR LIENABLE CLAIMS

PROJECT NAME Stewart Avenue Median Landscaping Project

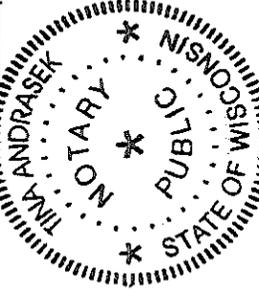
DATE OF CONTRACT October 1, 2013

STATE OF Wisconsin
COUNTY OF MARATHON

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that:

- (1) I am the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below and have recently completed all of the work required under the terms and conditions of the subject contract.
- (2) I know that all suppliers, subcontractors, mechanics, laborers, and craftsmen employed on the above project have been paid in full; that there is no outstanding indebtedness or claim of any kind for which any person, firm, or corporation could file or demand any claim or amount against the City of Wausau; that this affidavit is given to the City of Wausau for the purpose of obtaining the final payment from the City of Wausau on the above project.
- (3) I am herein authorized to make this affidavit; and will hold the City of Wausau harmless from any claim, demand, or liability that may be made or result against the City of Wausau for any non-payment of a claim connected with the aforesaid project.

Subscribed and sworn to before me
this 15 day of May, 2014
Sina Ambrose
Notary Public
State WI
County Marathon
My commission expires 10-9-17



Revi Design LLC
Name of Corporation, Partnership, Sole Proprietorship or Business
6508 Ryan St. Weston WI 54786
Address (include Street or PO Box, City, State, Zip Code)
Jeff Nowak
Signature of Authorized Officer
Jeff Nowak
PRINT Name of Authorized Officer
10-15-14
Date Signed
715 355 7384
Telephone No.

Return the completed form to: City of Wausau, Engineering Department, 407 Grant Street, Wausau, WI 54403.
Final payment will be made after this form is received.

Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

NOTICE REQUIRED UNDER SECTION 15.04(1)(m), WISCONSIN STATUTES. Authorization for this form is provided under Sections 66.0903(9)(b) and 103.49(4r)(9b), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes, Personally identifiable information may be used for secondary purposes.

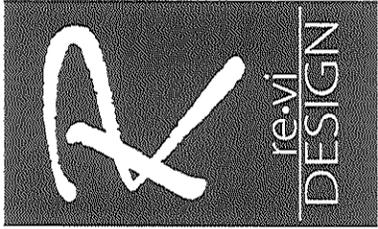
This form must **ONLY** be filed with the Awarding Agency indicated below.

State of <u>Wisconsin</u>))SS	Project Name Stewart Avenue Median Landscaping Project
	Project Number 201400269
County of <u>Marathon</u>)	Date Determination Issued February 4, 2014
	Date of Contract October 1, 2013
Awarding Agency City of Wausau	
Date Work Completed	

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that:

- I am the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below and have recently completed all of the work required under the terms and conditions of a contract with the above-named awarding agency and make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(c) or 103.49(4r)(c), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding agency.
- I have fully complied with all of the wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- I have received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- I have full and accurate records that clearly indicate the name and trade or occupation of every worker that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- I will retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding agency.

Name of Corporation, Partnership, Sole Proprietorship or Business <u>Revi Design LLC</u>			
Street Address or PO Box <u>6805 Ryan St.</u>	City <u>Weston</u>	State <u>WI</u>	Zip Code <u>54476</u>
Telephone Number <u>715 365 7384</u>		Date Signed <u>5-15-14</u>	
Print Name of Authorized Officer <u>Jeff Nowak</u>			
Signature of Authorized Officer 			



Re-vi Design, LLC.
 P.O. Box 5037
 Wausau, WI 54402-5037

City of Wausau
 407 Grant Street
 Wausau, WI 54403

Invoice

Date	Invoice #
5/14/2014	7332

P.O. No.		Terms	Rep	
		Due on receipt	JN	
Quantity	Description	Rate	U/M	Amount
1	General Construction Labor additional for prevailing wage rates For 14 employees on site, difference in wages paid vs prevailing wage rate for 670 hours worked.	18,893.30	per hr	18,893.30

Subtotal		\$18,893.30
Sales Tax (5.5%)		\$0.00
Payments/Credits		\$0.00
Total		\$18,893.30
Balance Due		\$18,893.30

Phone #	E-mail
715-355-7384	accounting@revi-design.com
Web Site	www.revi-design.com



STAFF REPORT ON MOTOR POOL FUND

The City maintains the Motor Pool Fund which is an internal service fund. The purpose of the fund is to finance the acquisition and maintenance of the rolling stock for the City of Wausau. Currently, the public works and police department are charged on a per mile or per hour basis and the Fire Department is charged based upon maintenance and operational costs. The per mile and per hour charges are computed to recover operating costs and future replacement of the equipment. These charges are included in their operating budget and funded from the general property tax levy.

The motor pool budgets annual operating budget along with the 2014 capital replacement budget is attached. The CIP committee does not rank the individual rolling stock but competition for funds still exists because equipment replacement demands are greater than the funds available for replacement.

There has been interest in expanding the Motor Pool Fund for a number of purposes including:

Rolling Stock Expansion

- Park Rolling Stock
- Fire Department Rolling Stock

Equipment Expansion

- Fire Department Equipment
- Technology Equipment

The expansion of the Motor Pool Fund will place additional financial demands on the General Fund. The implementation would need to be phased in so that the City could comply with property tax levy limits and expenditure restraint requirements.

The most significant benefit of a Vehicle and Equipment Replacement Fund is that it can stabilize the annual operating and capital budget for a participating department. In a simplified example, a department that replaces a vehicle with a cost of \$60,000 every twelve years will experience major capital demand spikes in the year of replacement. These type of budget spikes are difficult to manage and can lead to replacement deferrals. Under the Vehicle and Equipment Replacement Fund the department with identical vehicle replacement needs would experience a stable budget of \$5,000 annually.

I will have a power point presentation for the meeting which will provide additional data.

100 yrs

BUDGET PROPOSED FOR 2014

GL # 170 11650

7/22/2013

DPW	BUDGETED	EXPENDED	OLD EQUIP. #	YEAR	OLD ASSET #	OLD DESCRIPTION
	104,000		33			Storm Sewer Truck
	78,000		35			Patch Truck
	78,000		36			Patch Truck
	156,000		220			Plow Truck
	156,000		222			Plow Truck
	21,375		177			Pickup Truck (Elec)
	213,075		106			Motor Grader
	33,280		70			Ramps Sweeper <i>& sidewalk</i>
	31,200		180			Sidewalk plow
	2,236		63			Compactor
	2,236		67			Compactor
	2,236		68			Compactor
	2,236		238			Compactor
	2,236		239			Compactor
	3,553		233			Compactor Upright
	3,461		136			Generator
	1,040		230			Backpack Blower
	780		234			Shop air compressor
	416		282			Weed trimmer
	416		284			Weed trimmer
	13,000		P206			Snow Plow
	13,000		P220			Snow Plow
	13,000		P222			Snow Plow

John 10/14

930,776 0 930,776 Remaining Budget

Police Dept.	BUDGETED	EXPENDED	OLD EQUIP. #	YEAR	OLD ASSET #	OLD DESCRIPTION
	39,280					Marked Squad Car
	39,280					Marked Squad Car
	39,280					Marked Squad Car
	39,280					Marked Squad Car
	21,800					Undercover Squad Car

25000

Spec 1st delivery next year

178,920 0 178,920 Remaining Budget

Fire Dept.	BUDGETED	EXPENDED	OLD EQUIP. #	YEAR	OLD ASSET #	OLD DESCRIPTION
	650,000		662			Pumper Truck, with ladder
	650,000					650,000 Remaining Budget

Chief Grant for truck - engine #2

-200,000 \$450,000

1,814,000 Total of DPW, Police & Fire

1,614,000

MOTOR POOL FUND

MISSION:

To maintain City rolling stock and provide for the orderly replacement of vehicles and supporting equipment as they reach the end of the effective, useful service life.

DEPARTMENTAL RESPONSIBILITIES:

The Motor Pool Fund accounts for the operation of the City's central automotive equipment pool. Operations include the furnishing, repair and maintenance of virtually all vehicles and motorized equipment used by the City with the exception of parks vehicles.

The Motor Pool Division is comprised of six mechanics and one half (1/2) Inventory Specialist and one Fleet Manager. The Motor Pool is supervised by the Street Superintendent who provides direction and guidance in the following areas:

- Staffing the Motor Pool 16 hours Monday through Friday (around the clock in winter months) and 24/7 on-call availability.
- Fuel distribution, monitoring and underground storage tanks to state standards.
- Maintenance of computerized fleet analysis system which tracks all vehicle repairs, usage and preventive maintenance histories as well as parts disbursements and inventories.
- Preparation of detailed equipment specifications for requests for proposals for vehicle procurement.
- Acquisition of parts and supplies and processing of all vendor invoices.
- Collection and invoicing of all departments utilizing the services of the Division.
- Coordinating with other Departments the disposition of their equipment whether "in" or "out of service".
- Utilized as backup personnel for winter snow emergencies, storm damage cleanup assistance, flood response and other emergencies that may arise.
- Prepare used equipment leaving the fleet for sale on PublicSurplus.com, an online auction house.

ACCOMPLISHMENTS:

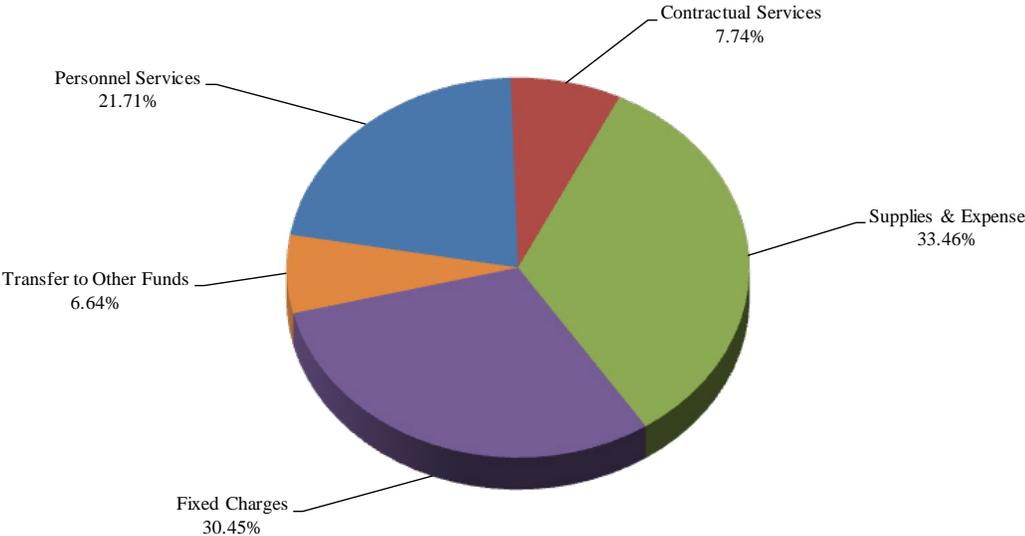
- 2,721 total repair orders were completed.
- 401 repair orders were completed for the Police Department.
- 175 repair orders were completed for the Fire Department.
- 32 repair orders were completed for the Airport.
- 48 repair orders were completed for the Sewer Department.
- The Department of Public Works used 59,219.4 gallons of diesel for a cost of \$203,016.87 and 13,543.19 gallons of no lead for a cost of \$46,033.12.
- The Police Department used 46,170.12 gallons of no lead for a cost of \$155,552.36. Total 511,522 miles driven.
- The Fire Department used 11,750.9 gallons of diesel for a cost of \$40,405.46 and 2,128.6 gallons of no lead for a cost of \$7,234.35.
- The Airport used 1,052.1 gallons of diesel for a cost of \$3,600.83.
- The Sewer Department used 6,963.3 gallons of diesel for a cost of \$23,991.32 and 1,686.7 gallons of no lead for a cost of \$5,705.10.
- The Water Department used 2,729.9 gallons of diesel for a cost of \$9,413.39 and 6,859.56 gallons of no lead for a cost of \$23,199.43.
- WATS used 366.9 gallons of diesel for a cost of \$1,260.34 and 757.2 gallons of no lead for a cost of \$2,561.92.
- The Park Department used 17,818.4 gallons of diesel for a cost of \$61,066.25 and 20,786.36 gallons of no lead for a cost of \$71,168.72.

2014 GOALS AND OBJECTIVES:

- To continue to provide efficient effective maintenance services.
- To re-evaluate fleet replacement schedules.
- To incorporate the Fire Department fleet in the motor pool.

MOTOR POOL FUND

BUDGET:



BUDGET SUMMARY

	2011	2012	2013			2014	
	Actual	Actual	Adopted Budget	Modified Budget	Estimated Actual	Department Request	Adopted
Personnel Services	\$ 685,717	\$ 689,702	\$ 681,407	\$ 681,407	\$ 620,882	\$ 644,136	\$ 644,136
Contractual Services	203,718	200,449	203,340	203,340	217,700	229,590	229,590
Supplies & Expense	831,557	782,550	897,500	897,500	936,925	992,650	992,650
Fixed Charges	809,441	875,199	903,000	903,000	926,000	903,000	903,000
Capital Outlay	8,966	10,497					-
Transfer to Other Funds	175,000	197,000			197,000	197,000	197,000
Total Expenses	\$ 2,714,399	\$ 2,755,397	\$ 2,685,247	\$ 2,685,247	\$ 2,898,507	\$ 2,966,376	\$ 2,966,376
Intergovt Chgs	\$ 3,029,119	\$ 2,723,732	\$ 2,679,542	\$ 2,679,542	\$ 2,852,507	\$ 2,920,376	\$ 2,920,376
Miscellaneous	107,444	82,088	27,500	27,500	46,000	46,000	46,000
Total Revenues	\$ 3,136,563	\$ 2,805,820	\$ 2,707,042	\$ 2,707,042	\$ 2,898,507	\$ 2,966,376	\$ 2,966,376

BUDGET HIGHLIGHTS AND ORGANIZATIONAL CHANGE:

This budget has been created based upon historical trends. Revenues have been adjusted to recover these historical costs. Depreciation expense which is a component of the rate structure generates sufficient cash for future replacements.

MOTOR POOL FUND

BUDGETARY HISTORY:

YEAR	EXPENSES	INCREASE (DECREASE) FROM THE PREVIOUS YEAR	
		DOLLAR	PERCENT
2014	\$2,966,376	\$281,129	10.47%
2013	\$2,685,247	(\$424,045)	-13.64%
2012	\$3,109,292	\$353,895	12.84%
2011	\$2,755,397	(\$276,048)	-9.11%
2010	\$3,031,445	\$66,188	2.23%
2009	\$2,965,257	\$698,983	30.84%
2008	\$2,266,274	\$89,090	4.09%
2007	\$2,177,184	\$375,000	20.81%
2006	\$1,802,184	\$39,112	2.22%
2005	\$1,763,072	\$151,891	9.43%

YEAR	REVENUES	INCREASE (DECREASE) FROM THE PREVIOUS YEAR	
		DOLLAR	PERCENT
2014	\$2,966,376	\$259,334	9.58%
2013	\$2,707,042	(\$402,250)	-12.94%
2012	\$3,109,292	\$236,000	8.21%
2011	\$2,873,292	(\$158,153)	-5.22%
2010	\$3,031,445	\$66,188	2.23%
2009	\$2,965,257	\$698,983	30.84%
2008	\$2,266,274	\$89,090	4.09%
2007	\$2,177,184	\$375,000	20.81%
2006	\$1,802,184	\$39,112	2.22%
2005	\$1,763,072	\$151,891	9.43%

WORKING CAPITAL HISTORY:

2012	\$1,217,719
2011	\$1,360,002
2010	\$902,419
2009	(\$234,963)
2008	(\$364,057)
2007	(\$368,170)
2006	(\$423,939)



STAFF REPORT ON BUSINESS PARK EXPANSION AND LAND ACQUISITION 101 NORTH 72ND AVENUE

BACK GROUND INFORMATION

101 North 72nd Avenue has been placed on the real estate market by Intercity Bank. The City Economic Development Committee recommends purchase of the property to provide business park expansion opportunities. Statistics of the site are as follows:

- The sale price is approximately \$16,883 per acre or \$618,000
- The property is 36.6 acres with 22.9 buildable acres.
- The assessed value of the property is \$473,400
- 2013 tax bill is \$11,410.52.
- The property was added to Tax Increment District Number 5 in 2007 when the value was \$275,200
- Tax breakdown is:

▪ City	\$2,369.47
▪ County	1,315.46
▪ Tech	528.38
▪ State	44.03
▪ TID District	\$7,153.18
- Financing for the acquisition would be provided by Tax Increment District Number Five.

City staff contacted the listing agent about the opportunity to conduct borings on the site to determine the nature of the land and water table levels. The listing agent indicated that no borings would be allowed until an offer was made. Staff is seeking an opportunity to discuss in closed session of the Finance Committee purchase price offer and strategy.

Attachments:

Memo from Key Commercial Real Estate
Map of sites for sale



April 25, 2014

To: Ann Werth, Community Development Director

From: Kristen Fish, Key Commercial Real Estate

Re: Vacant land for sale at 101 N. 72nd Avenue

Thank you for the opportunity to present this land for sale to the City of Wausau Economic Development Committee. The property is currently listed at \$1,300,000 for 77 acres, 37 of which are in the City, 40 are in the Town of Stettin. The property is an important and valuable acquisition for the City of Wausau for a few reasons outlined below:

1. This property has one of the most readily developable portions in the entire Industrial Park. It is flat and cleared of trees and other vegetation. However, due to its current ownership by the private sector, it is not competitive with other developable parcels in competing municipalities.
2. Due to the proximity of this property to Hwy. 29, it is also highly developable. With such access, this land will not remain in the City's inventory long.
3. One recent prospect with interest in this property was not the highest and best use for this property. Under City ownership, control of the final end user will be more easily managed, bringing the most taxable value to the City and to TIF District #5.
4. Due to the amount of wetlands on this parcel, a future sale in the private sector is challenged.

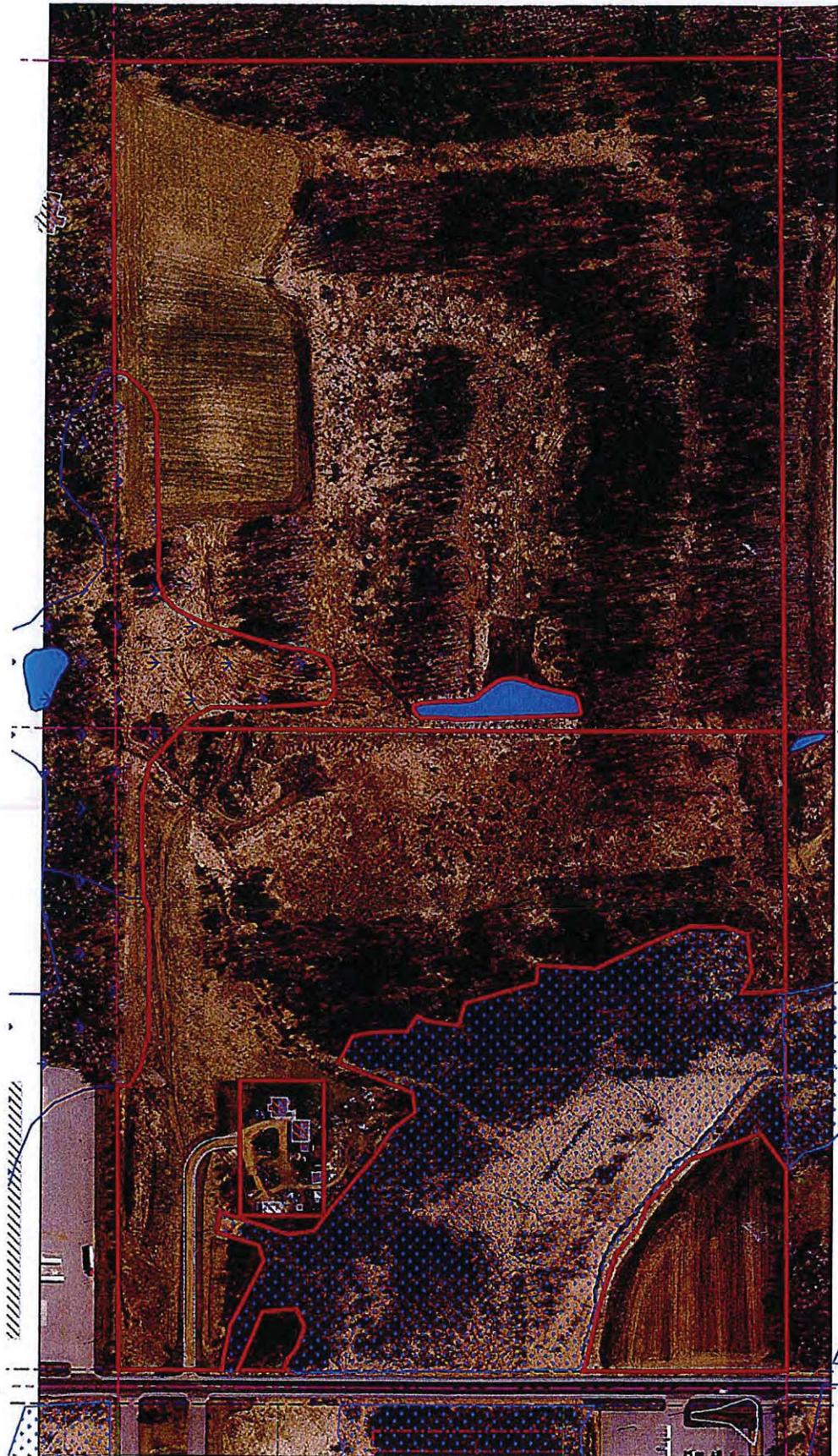
For these reasons and others which can be discussed on May 6th at the Economic Development Committee meeting, I encourage you to consider purchasing this property.

Sincerely,

A handwritten signature in cursive script that reads "Kristen Fish".

Kristen Fish, CECD

72nd Ave



TOTAL ACRES = 39.3

UPLAND ACRES = 36.5

TOTAL ACRES = 36.6

UPLAND ACRES = 22.9