



\*\*\* 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:** Joint Economic Development & Finance Committees

**Date/Time:** Tuesday, December 5, 2023 at 5:15 p.m.

**Location:** City Hall, Council Chambers

**Finance members:** Lisa Rassmussen (C), Michael Martens, Sarah Watson, Carol Lukens, Doug Diny

**Economic Development Members:** Sarah Watson (C), Chad Henke (VC), Lisa Rasmussen, Tom Kilian, and Carol Lukens

### JOINT AGENDA ITEMS FOR CONSIDERATION

*(All items listed may be acted upon)*

- 1 Discussion and possible action on TID 6 termination, subtraction, or extension for affordable housing and lead service line replacement (*Brodek, Groat, Dahl (Ehlers)*)

### ECONOMIC DEVELOPMENT ONLY AGENDA ITEMS FOR CONSIDERATION

- 1 Approval of Minutes from October 3, 2023
- 2 Discussion and possible action on Planning Option extension for Gorman & Co at 415 S. 1st Ave. (Westside Battery) (*Brodek*)
- 3 Update on potential Thomas Street infill housing, upcoming Neighborhood Input meetings 12/6 and 12/11

### FINANCE ONLY AGENDA ITEMS FOR CONSIDERATION

*(All items listed may be acted upon)*

- 1 Minutes of the previous meeting(s) (11/21/2023, 11/28/2023).
- 2 Discussion and possible action regarding updates to the 2024 Fee Schedule - EMS rates
- 3 Discussion and possible action regarding lease contract with the City-County Information Technology Commission.

Adjourn

It is likely that members of, and a quorum of the Council and/or members of other committees of the Common Council of the City of Wausau will 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 Media on 12/1/2023**

Members of the public who do not wish to appear in person may view the meeting live on Channel 981 of Cable TV or the City of Wausau Meetings YouTube Channel at <https://tinyurl.com/WausauCityCouncil> (go to playlist and choose the meeting playlist desired). Any person wishing to offer public comment who does not appear in person to do so, may email [Liz.Brodek@ci.wausau.wi.us](mailto:Liz.Brodek@ci.wausau.wi.us) or [kody.hart@ci.wausau.wi.us](mailto:kody.hart@ci.wausau.wi.us) with "EDC public comment" in the subject line by 4:30 p.m. on the meeting day. All public comments received, either by email or in person, if agendized, will be limited to items on the agenda only. Messages related to agenda items received by 4:30 p.m. on the meeting day will be provided to the Committee Chair.

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

Other Distribution: Media, Alderpersons, Mayor, City Departments

# TID 6 TERMINATION

- **TID 6 will fund all accumulated costs with the 2024 levy.**
- **On or before 4/15/2024 the City must do one of the following:**
  - Adopt a resolution closing the district (council resolution)– last levy 2024.
  - Adopt a resolution adding one more year for affordable housing (council resolution) – last levy 2025.
  - Consider a TID subtraction to reduce the value of the district and add one more year for affordable housing (TID amendment process with Joint Review Board) – full levy in 2024, and partial levy 2025.

# AFFORDABLE HOUSING LAW

- **75% Used for affordable housing (housing costs no more than 30% of gross household income)**
- **25% On housing stock improvements.**
- **Could be used for LEAD SERVICE LINE replacements.**
- **Projects not restricted to the TID boundaries.**

# AFFORDABLE HOUSING PENDING PROJECTS

- **West Side Battery (TID 8) funding gap \$500,000 to \$1 million**
- **Thomas Street Infill Housing 9 houses funding gap \$750,000-\$1,000,000**
- **Grand Avenue funding gap \$3 million**
- **Wyatt Street replacement project funding gap \$300,000-\$500,000**
  
- **Total Need up to \$5,750,000**

# TID 6 FISCAL IMPACT

**TID 6 Equalized Increment \$177,610,100**

**TID 6 2024 Tax Increment about \$4 million**

**Close TID 6 – City 2025 Levy decrease \$1.79 million**

**TID subtraction:**

**50% value reduction – City 2025 Levy \$900,000**

**25% value reduction – City 2025 Levy \$460,000**

**Impact to schools and county**

To: Economic Development & Finance Committees  
From: Liz Brodek, Development Director  
Date: December 5, 2023  
Re: Potential TID 6 Extension, Affordable Housing Uses

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Additional affordable housing is needed in Wausau. According to the North Central Wisconsin Regional Planning Commission Housing Study, the City of Wausau is 525 housing units short of the projected need by 2025. This number includes all types of housing.

Affordable housing almost always requires government assistance. WHEDA tax credits are only part of this assistance. Without additional government assistance, these projects are not likely to be built.

Affordable housing serves a significant portion of our population. Because eligibility is based on Area Median Income (AMI), up to 40% of workers are eligible to live in these units. (Affordable housing targets up to 80% of the midpoint, making 40% of people eligible.)

The City of Wausau has several affordable housing projects at various stages of development. A summary of the projects and associated eligible costs are listed below.

415 S. 1<sup>st</sup> Ave./West Side Battery (Riverview Lofts, Gorman & Co is developer)

- Planning option and two amendments granted for project consisting of 56 units of affordable housing.
- LIHTC credits awarded.
- Development Agreement in negotiations.
- \$1.75M Neighborhood Investment Fund Grant awarded.
- Construction expected to begin in Spring/Summer 2024.
- Any City-sourced gap financing would not be needed until conversion to a permanent mortgage in 2025 or 2026.
- **Approximately \$550,000 Affordable Housing extension eligible costs.**

Thomas Street affordable infill housing

- Awaiting DNR WAM grant approval for site assessment.
- Second round of neighborhood meetings for additional input scheduled for 12/6 and 12/11, both at Riverside Park Shelter.
- Working with Habitat for Humanity to construct mix of 2 and 3 bedroom (1 and 2 bath) homes interspersed in city-led development (Habitat has certain design parameters that don't conform with all lots so the City will step in to construct complementary homes).
- 13 parcels could yield up to 9 homes as combination of City- and Habitat-constructed homes.
- Project is part of \$1M ARPA award for Affordable Housing Infill developments.
- City-built homes will cost approx. \$250k to build, plan to sell for \$90-100k, so gap on approx. 5 homes (\$150k/house) = **Approximately \$1.25M in eligible construction**

**costs and \$750k in post-sale eligible Affordable Housing extension eligible costs.**

700 Grand Ave.

- Commonwealth (developer) awarded Planning Option and extension for 50 units of affordable housing.
- Commonwealth will apply for LIHTC credits in December 2023.
- Regardless of developer and project, 110 year-old storm sewer runs through site and must be moved for any development that would construct basement or underground parking.
- Cost to move storm sewer (large scale project) is approximately \$1M.
- Expected gap on project costs, excluding storm sewer movement, is approx. \$2M.
- **Likely total eligible Affordable Housing Extension costs are up to \$3M.**

Sherman Street (proposal for Wyatt Street replacement)

- Staff working on appraisal of parcels, CDBG to pay for acquisition if negotiated price meets appraisal.
- Site could be home to a multiunit residential development similar to what was proposed on Wyatt Street (6-8 units)
- Construction financed through ARPA (\$500,000 less \$16,000 already spent on architectural, and advertising fees) HOME (\$500,000), CDBG, and Affordable Housing Extension. A shortfall of \$300,000 - \$500,000 was anticipated with Wyatt Properties, but cannot anticipate shortfall at new site until a plan is produced.
- **Approximate Affordable Housing Extension eligible costs up to \$500,000.**

**Total approximate eligible Affordable Housing Extension costs: up to \$5.3M.**

The TID affordable housing extension allows for 75% of increment to be used for affordable housing and 25% can be used for housing in general. After outside consultation with TIF professionals, Staff understands this to include lead service line replacement. The City has recently identified replacement of all lead service water lines as a priority. These funds could assist with those replacement costs in low/moderate income areas.

# MINUTES

## Economic Development Committee Meeting

*Date / Time:* Wednesday, October 3, 2023, at 5:15 P.M. | *Meeting called to order by* Watson at 5:15 P.M.

### In Attendance

**Members Present:** Sarah Watson (C), Tom Kilian, Lisa Rasmussen, Carol Lukens, Chad Henke

**Others Present:** Liz Brodek, Randy Fifrck, Michael Loy, Andy Lynch, Brad Lenz, Alder Gary Gisselman, Alder Doug Diny, Deb Ryan, Kaitlyn Konyon (Baker Tilly), Atty.

*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 1 – Approval of Minutes from 8/1/23

*Henke motioned to approve minutes. Seconded by Lukens. **Approved unanimously 5-0.***

### Agenda Item 2 - Discussion and possible action on Second Amendment to Bantr Development Agreement at 1520 Elm St. (formerly 201 N 17th Ave) (Brodek, Loy)

Brodek stated the Second Amendment for Bantr is simply to adjust the project description noting that the original project description indicated the development would only be multi-family and did not contemplate any hotel or short-term use. She explained the description has been expanded to include multi-family, hotel stays and short-term rentals in any combination as determined by the developer to better serve their target market. Brodek noted the change would offer more extensive short-term housing for businesses, traveling professionals and the community.

*Rasmussen motioned to approve the Second Amendment, seconded by Kilian.*

Kilian asked Loy (Bantr) what the rationale was in the change to the project description. Loy first commented that there are two things he feels will not change with the approval of the amendment those being the assessed value and that it will provide room tax dollars. He continued by explaining that the development is 141 units and about 61 of them are fully furnished studio apartments. Loy stated the idea behind Bantr is to create community spaces those being on the first floor and the rooftop restaurant while also trying to create experiences for people residing there. He said the value proposition is people can reside there short-term which is opposite of typical apartment living. He said Bantr would easily rent the units with year-long leases but does not feel that is what the community wants or needs and notes they've had several short-term leases thus far which provide more flexibility for people. He noted conversations with several businesses that may be moving executives and/or other employees to the area who have not found a house or may only be here temporarily and allowing flexibility in the length of stay provides a value to businesses who are trying to attract and retain talent. Loy noted their goal is stability, so they'd prefer longer term leases, but as a whole they're trying to be flexible and help people transition in and within the community. Kilian responded that it sounds like a positive option for the community and has his support.

Henke commented when he moved to the area in 2010 that the shortest lease, he could find was for 6 months to a year but his family was ready to move out of the rental in 2 months so it would have been nice to have a short-term lease option.

Due to a concern raised by a citizen, Kilian asked Loy if it would be inconvenient to request neighborhood input or for others to be part of the process. Loy responded they're happy to do whatever gets them to the objective and noted that they do have a relationship with the owner of the Best Western and no objections have been brought forward by them.

Brodek added that the amendment does need to go through Plan Commission for an SIP Amendment on the 3<sup>rd</sup> Tuesday in October.

Kilian asked if there is a relevant neighborhood group in the vicinity of the development that they're aware of the group. Brodek responded that it's a commercial corridor in that area so she was unsure about a neighborhood group but would look into it.

Henke noted that he runs the Werle Group every month and that no one ever shows up.

Rasmussen commented that what Bantr is trying to accomplish with respect to workforce development aligns with the committee's goals of developing the community, increasing tax base, generating new dollars, developing workforce, and getting people to Wausau to live. Rasmussen said she cannot rationalize bottlenecking the process when the change requested complies with the use of the building and with their being a large market for housing of traveling professionals, the committee would be remised to stand in the way of Bantr offering available units to cater to that population and hopes the process continues moving along. She noted public meetings can be held after the fact and if neighbors want to attend, they may.

Lukens commented in agreement with Henke and Rasmussen. **Approved Unanimously 5-0.**

### Agenda Item 3 - Low Income Housing Tax Credit (LIHTC) presentation (Kaitlyn Konyon, Baker Tilly)

Kaitlyn Konyon, Baker Tilly, provided an educational presentation on Low Income Housing Tax Credits (LIHTC).



Kilian asked if there are any recommendations in long-term planning on how to avoid developments turning unaffordable all at the same which could cause an issue with gentrification at that point.

Konyn noted that WHEDA requires a market study be completed to evaluate current housing in the area and if there's a need for this housing specifically as proposed and if they cannot show a need and that it's not oversaturated, WHEDA will not fund the project. Additionally, there are a lot of tax projects out there that will re-syndicate and go through the process again to rehab the property which would extend the length of affordability.

Alder Diny noted residents in a Wausau LIHTC project that has reached the end of the affordability period and have continued residing there waiting for a couple of other developments in the works, but they have now been delayed a year. He asked about the closing of the affordability period and how it's handled with residents of the units as far as options and the notice process.

Konyn responded that she could attempt an answer but does defer the question to someone who works in compliance management on a daily basis. She stated she does know that they have to meet the Uniform Relocation Act and are required to give tenants proper notice which she thinks is 60-90 days but cannot say for sure. She asked Alder Diny if the building was sold. Diny replied it was sold and the new owners are raising rent. He believes the discounted rent will go until the end of year. Konyn responded that that is the unfortunate thing with a tax credit project; if there isn't any additional affordability requirement, after the 15-year period they could go to market rate adding to problem and increasing the need for affordable housing in the area which is why WHEDA add the extra affordability requirement of the additional 15 years to try to maintain affordability.

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#### **Agenda Item 4 – Development Project Updates**

- North Riverfront planning
  - Trail developments
  - Swiderski Riverfront/Sterling
  - Affordable housing infill projects
  - West Side Battery/Gorman affordable housing multifamily
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#### **Development Project Updates**

**North Riverfront planning:** Brodek noted there is \$100,000 in TIF 12 to assist with the planning process for the North Riverfront Development. She noted there's a lot of area to cover so extra help is needed outside of our office to so.

Lenz noted the area referred to as North Riverfront is located from Bridge Street up to the former County Materials property. Lenz said part of the planning process has been strategic property acquisitions such as County Materials, Dive Point, etc. He said with those acquisitions they are looking at infrastructure improvements including extending the trail as well as extending River Drive which will set the stage for the redevelopment of the area. He commented that staff does think the time to discuss a broader, more holistic plan for redevelopment of the area is now which includes how the area should look and how it connects to the neighborhood around it to ensure the right decisions are made when projects are presented.

**Trail Developments** Lynch explained that with the acquisition of County Materials, extending the River Edge Trail on the east side, north of Winton Street is very much a possibility now. He noted the extension would go north along the river and that the railroad crossing a bit further south would need to be moved. Lynch said they've been working with the owner of the railroad who have been very helpful, and once the crossing is designed, they'd need to take it to the state office for the commissioner of the railroad that would need to approve it. He explained once approved, there would be a crossing into Gilbert Park and sidewalks could be extended to where the boat ramp is which would represent on the northern end of the River Edge Trail on the east side which adds .6 miles and about 3 miles in total from Gilbert Park down to Oak Island with only one railroad crossing. Lynch noted the extension, for the most part, would complete trails on the east side of the river. He also mentioned funding for the trail is available through the TID, the Room Tax Commission gave \$250,000, and funding is being sought from private foundations as well.

Lynch explained the other section of trail is connecting Thomas Street around Kolbe & Kolbe by the river and the Wastewater Treatment and DPW site which comes out by Adolph Street. Kolbe & Kolbe has already signed off on the easement on their property and beyond their property then it's all city owned property to Adolph Street. There is currently an access trail around the outside of the fence on the DPW site. From Adolph street, the trail would use signage to direct users to the street which would lead to DC Everest Park. Lynch stated this portion is about \$470,000 but is not in a TID nor did it meet the threshold for the CIP process, so funding is being requested from local foundations. Lynch noted the Community Foundation has already provided \$50,000 and he has three more applications ready to be submitted with hope of more support to reduce the amount needed from the city budget. Lynch said both trails are slated to be built next year.

**Swiderski Riverfront / Sterling** Fifrick explained a meeting occurred with Swiderski to discuss how their project will interface with the trail Lynch spoke about which Swiderski noted it as being part of their planning process. Fifrick stated the general development plan will be brought to council next week and the next step would be bringing back a specific site plan in November. Fifrick stated everything is on track for their property conveyance at the end of the year and that Swiderski has stayed on the timeline well and as long as things continue to move forward, construction should hopefully start in Spring 2024.

#### **Affordable Housing / Infill Projects**

Brodek reminded the committee of the ARPA funds awarded to the Development Department for two housing projects on Thomas Street and Wyatt Street. Brodek stated Wyatt Street failed at Council in September and with that, it brings the number of projects with no local funding asks that were passed by Plan Commission and then failed at Council to 0 out of 3.

Brodek said she has a Wisconsin Assessment application into the DNR for Thomas Street which she's hopeful to hear back this week or next. Those monies would allow the sites to be surveyed into specific parcels. Brodek said an architect has been working simultaneously to provide five home designs based on the Visual Preference Survey results which she is working on dates to bring them to the neighborhood for input.

Rasmussen commented that ARPA funds have a narrow spend-down timeframe, so the funds allocated for Wyatt Street either needs to be reallocated or repurposed because there are several other projects that are being held for possible ARPA funding. Brodek responded the funds can either be reallocated to the Thomas Street project or the Wyatt Street project that is currently being revamped at an alternate location.

**West Side Battery / Gorman Affordable Housing – Multi-Family** Brodek noted Gorman won their tax credits and now staff and Gorman are working through environmental issues related to noise level from the railroad. Gorman's architect needs to submit a plan for how the sound will be mitigated. Additionally, Gorman is obtaining an appraisal for a parcel across the street. If the city is able to assist with the acquisition of the parcel, it would provide parking for four additional units in the project. Brodek said she's hopeful the Development Agreement will be brought to Committee by the end of the year because their planning option terminates at the end of the year which would need to be extended if the agreement isn't received. She also said she believes a development agreement is needed by year-end for the LIHTC as well.

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#### **Agenda Item 5 –Adjourn**

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*Kilian motioned to adjourn, seconded by Lukens. **Approved Unanimously 5-0***

Meeting adjourned at 6:49 PM

#### **CITY OF WAUSAU, MEETING LINKS**

*ALL City of Wausau Meetings can be viewed at:*

- <https://www.youtube.com/@CityofWausauMeetings>

*The ED meeting from 10/3/23 can be viewed at:*

- <https://youtu.be/IAo806yJWl>

## PLANNING OPTION AGREEMENT

THIS PLANNING OPTION AGREEMENT (this "Agreement") is made and entered into as of the 8<sup>th</sup> day of December 2021, by and between the **CITY OF WAUSAU**, a Wisconsin municipal corporation established pursuant to Chapter 66, Wis. Stats., having its office at 407 Grant Street, City Hall, Wausau, Wisconsin 54401 (hereinafter "CITY") and **GORMAN & COMPANY, LLC**, a Wisconsin limited liability company, with its principal address of 200 Main Street, Oregon, Wisconsin 53575 (hereinafter "DEVELOPER").

### WITNESSETH:

WHEREAS, CITY owns certain real property and improvements located at 415 S. 1<sup>st</sup> Avenue, Wausau, Wisconsin, known as "Westside Battery" and with Pin No. 291-2907-264-0970 (the "Property"); and

WHEREAS, DEVELOPER has requested a period of time to complete all desired due diligence necessary to determine the physical and financial feasibility of certain redevelopment activities at the Property (the "Project"); and

WHEREAS CITY desires to see the Property redeveloped in order to generate economic activity and tax base for the community; and

WHEREAS, depending on a determination by both parties of the economic and land use compatibility of the proposed Project, CITY is willing to negotiate a sale of the Property to DEVELOPER.

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree and state as follows:

#### 1. **Planning Option.**

- (a) CITY hereby grants to DEVELOPER (and any entity that is approved by the City of Wausau as a successor or assign) an exclusive period from the date hereof through December 31, 2022 to complete, at DEVELOPER's sole cost, any desired due diligence and feasibility studies relating to the Property and the Project (the "Planning Option"). With this Agreement, the City hereby approves Lutheran Social Services of Wisconsin and Upper Michigan, Inc., as an assign of DEVELOPER. The price of the Planning Option shall be Ten Dollars (\$10.00). The Planning Option may be extended for an additional period of six (6) months upon written notice to CITY prior to expiration for an additional fee of Ten Dollars (\$10.00) (such fee is non-refundable except as set forth below).

- (b) CITY, during the period of the Planning Option or any extension thereof, agrees not to sell the Property and agrees that DEVELOPER has exclusive rights to the purchase and development of the Property during such period.
  - (c) During the Planning Option, CITY will provide DEVELOPER with reasonable access to the Property for purposes of completing customary due diligence; provided however, that: (i) any destructive or invasive testing shall require CITY'S advance written consent; (ii) prior to conducting any activities on the Property, DEVELOPER agrees to provide CITY with proof of liability insurance reasonably acceptable to CITY; and (iii) DEVELOPER agrees to promptly repair any damage DEVELOPER causes. CITY shall make available all known environmental reports in CITY'S possession.
  - (d) During the Planning Option, CITY shall make good faith efforts to coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of the proposed development in a timely manner.
2. **Development Agreement Negotiations.** Upon a determination by DEVELOPER that the Project is feasible, DEVELOPER shall have the option to provide CITY with written notice of DEVELOPER'S intent to proceed prior to the expiration of the Planning Option. Upon the delivery of such notice, the parties agree to negotiate in good faith for a period of not less than sixty (60) days to arrive at a binding development agreement between the parties relating to the Project (the "Development Agreement"). The terms and conditions of the binding Development Agreement are subject in all respects to negotiation and mutual agreement, and neither party shall be obligated to enter into such agreement. If after such negotiation period no binding Development Agreement has been completed, this Agreement shall self-terminate. The following is the current, non-binding understanding as to the potential structure of the Project:
- (a) The Project will be consistent with DEVELOPER'S previous written response to CITY'S Request For Proposal process.
  - (b) CITY will transfer the Property to DEVELOPER in its "AS-IS" condition for \$100,000 pursuant to the terms of an executed Development Agreement.
  - (c) The Project will be compliant with existing zoning. This Agreement does not supersede existing zoning and it does not guarantee or imply that any proposed uses that are not currently permitted by existing zoning will be authorized or that the regular design review processes can be avoided.

- (d) CITY's obligations under the Development Agreement will be conditioned upon, among other items, evidence of Project financing, review and approval of DEVELOPER's construction plans, and approval by the City of Wausau Common Council in all respects.
- (e) If the parties enter into the Development Agreement before the expiration of the Planning Option, all payments made to CITY for the Planning Option shall be applied to costs associated with the transfer of title to DEVELOPER or other costs or expenses to be paid to CITY under the Development Agreement. If the Development Agreement is not agreed to by the parties, the DEVELOPER shall forfeit all development rights to the Property.
3. **Termination.** In the event DEVELOPER determines that the proposed Project is not feasible, or otherwise does not desire to move forward, DEVELOPER shall terminate this Agreement by providing CITY with written notice thereof. In the event DEVELOPER provides no notice to proceed prior to the expiration of the Planning Option, this Agreement shall automatically terminate. CITY shall have the option to terminate this Agreement, with or without cause, upon at least thirty (30) days' written notice and, if without cause, CITY shall refund any payments made to CITY for the Planning Option.

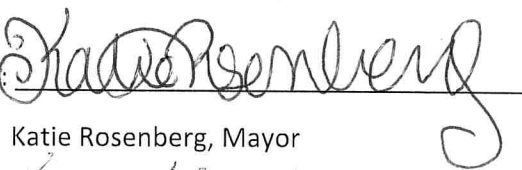
IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

**CITY**

CITY OF WAUSAU

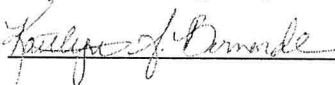
a Wisconsin municipal corporation

By: \_\_\_\_\_



Katie Rosenberg, Mayor

By: \_\_\_\_\_

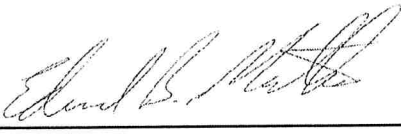


Kaitlyn Bernarde, Clerk

**DEVELOPER:**

GORMAN & COMPANY, LLC

a Wisconsin limited liability company

By:  \_\_\_\_\_

Ted Matkom, Wisconsin Market President

FIRST AMENDMENT TO PLANNING OPTION AGREEMENT

This Amendment ("Amendment") to the Planning Option between the City of Wausau, a municipal corporation of the State of Wisconsin ("CITY") and Gorman & Company, LLC ("DEVELOPER") is made this 16<sup>th</sup> day of November, 2022.

WHEREAS, the City of Wausau and Gorman & Company, LLC entered into a Planning Option for the property located at 415 S. 1<sup>st</sup> Avenue on December 8, 2021 ("Option"); and

WHEREAS, the Option expires on December 31, 2022; and

WHEREAS, the Option may be extended for an additional six (6) months for an additional fee of \$10; and

WHEREAS, the DEVELOPER wishes to extend the Option but for a period longer than six (6) months given the WHEDA tax credit delay.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Option as follows:

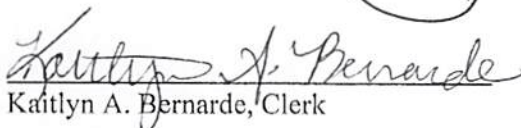
1. As to paragraph 1.(a), Planning Option. The Option shall be extended to December 31, 2023 for an additional \$10.

To the extent not amended above, the remainder of the terms in the Agreement remain unchanged and in full force and effect.

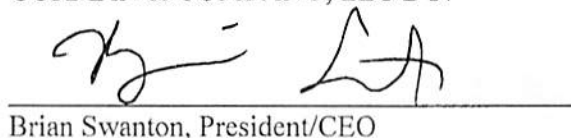
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF WAUSAU BY:

  
Katie Rosenberg, Mayor

  
Kaitlyn A. Bernarde, Clerk

GORMAN & COMPANY, LLC BY:

  
Brian Swanton, President/CEO

SECOND AMENDMENT TO PLANNING OPTION AGREEMENT

This Second Amendment (" Second Amendment") to the Planning Option between the City of Wausau, a municipal corporation of the State of Wisconsin "CITY") and Gorman & Company, LLC ("DEVELOPER") is made this 24<sup>th</sup> day of May, 2023.

WHEREAS, the City of Wausau and Gorman & Company, LLC entered into a Planning Option for the property located at 415 S. 1<sup>st</sup> Avenue on December 8, 2021 ("Option"); and

WHEREAS, the City of Wausau and Gorman & Company, LLC entered into an Amendment to the Option November 16<sup>th</sup>, 2022.

WHEREAS, the parties agree to enter into a Second Amendment to reflect a modification of the Purchase Price.

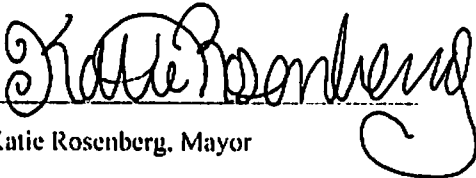
NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Option as follows:

1. As to paragraph 2.(b), of the Option. The Purchase Price shall be modified from \$100,000 to \$1.
2. Developer agrees to pay for the costs incurred by the City of Wausau, including tipping fees, to demolish the building currently existing on the site.

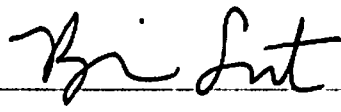
To the extent not amended above, the remainder of the terms in the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF WAUSAU BY:

  
Katie Rosenberg, Mayor

GORMAN & COMPANY, LLC BY:

  
Brian Swanton, President/CEO

  
Kaitlyn A. Bernarde, Clerk



THIRD AMENDMENT TO PLANNING OPTION AGREEMENT

This Third Amendment ("Third Amendment") to the Planning Option between the City of Wausau, a municipal corporation of the State of Wisconsin ("CITY") and Gorman & Company, LLC ("DEVELOPER") is made this \_\_\_ day of December, 2023.

WHEREAS, the City of Wausau and Gorman & Company, LLC entered into a Planning Option Agreement for the property located at 415 S 1<sup>st</sup> Avenue on December 8, 2021, ("Option"); and

WHEREAS, the City of Wausau and Gorman & Company, LLC entered into a First Amendment to the Planning Option Agreement on November 16, 2022; and

WHEREAS, the City of Wausau and Gorman & Company, LLC entered into a Second Amendment to the Planning Options Agreement on May 24, 2023; and

WHEREAS, the Option expires on December 31, 2023; and

WHEREAS, DEVELOPER wishes to extend the Option through June 30, 2024, to allow for continued access to the site until the Closing Deadline in the Development Agreement, which is currently in negotiations.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Option as follows:

1. As to paragraph 1.(a), Planning Option. The Option shall be extended to June 30, 2023, for an additional fee of \$10.

To the extent not amended above, the remainder of the terms in the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF WAUSAU BY:

GORMAN & COMPANY, LLC BY:

\_\_\_\_\_  
Katie Rosenberg, Mayor

\_\_\_\_\_  
Brian Swanton, President/CEO

\_\_\_\_\_  
Kaitlyn A. Bernarde, Clerk

## **FINANCE COMMITTEE**

Date and Time: Tuesday, November 21, 2023 @ 5:15 P.M., Council Chambers

Members Present: Lisa Rasmussen, Michael Martens, Sarah Watson, Doug Diny, and Carol Lukens (5:23 P.M.)

Others Present: Mayor Rosenberg, MaryAnne Groat, Anne Jacobson, Matt Barnes, Robert Barteck, Eric Lindman, James Henderson, Liz Brodek, Tammy Stratz, Kody Hart, Alder Kilian

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 5:30 P.M.

### **Minutes of the previous meeting (11/07/2023).**

Motion by Watson, seconded by Martens, to approve. Motion carried 4-0.

### **Discussion and possible action on approving accepted offers for the following parcels in the Stewart Avenue, South 72nd Avenue to South 48th Avenue Street project:**

- Parcel 1 (7255 Stewart Avenue) – Temporary Limited Easement/New Highway Right of Way Fee/Landscaping
- Parcel 12 (7019 Stewart Avenue) – Temporary Limited Easement
- Parcel 41 (5450 Stewart Avenue) – Temporary Limited Easement
- Parcel 42 (5400 Stewart Avenue) – Temporary Limited Easement
- Parcel 43 (5300 Stewart Avenue) – Temporary Limited Easement
- Parcel 44 (5050 Stewart Avenue) – Temporary Limited Easement/New Highway Right of Way Fee
- Parcel 47 (5000 Stewart Avenue) – Temporary Limited Easement/New Highway Right of Way Fee
- Parcel 48 (4900 Stewart Avenue) – Temporary Limited Easement/New Highway Right of Way Fee

Motion by Watson, seconded by Martens, to approve. Motioned carried 4-0.

### **Discussion and possible action regarding 2024 fee schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) (2023 Comprehensive Fee Schedule).**

Without objection, this item, and subsequent items, were considered before going back to agenda item 4 at the end of the meeting.

Motion by Diny, seconded by Martens, to approved. Motion carried 4-0.

### **Discussion and possible action regarding Authorizing the write-off of certain uncollectible delinquent accounts from the City's accounting records for the years 1996 to 2011.**

Motion by Diny, seconded by Martens, to approve. Motion carried 4-0.

### **Discussion and possible action on Municipality Held for Cause Services Agreement for the impoundment, care, treatment and/or humane disposal of animals taken into custody by law enforcement or humane officers and animals held for cause, between the Humane Society of Marathon County, Inc. and the City of Wausau, from January 1, 2024 through December 31, 2025.**

Motion by Diny, seconded by Martens, to approve. Motion carried 4-0.

### **Discussion and possible action on Purchase of Animal Impoundment Services Agreement for the impoundment, care, treatment and/or humane disposal of non-dog strays taken into custody by law enforcement or humane officers, between the Humane Society of Marathon County, Inc. and the City of Wausau, from January 1, 2024 through December 31, 2024.**

Motion by Diny, seconded by Lukens, to approve. Motion carried 5-0.

### **Discussion and possible action on Intergovernmental Humane Officer Services Agreement between the City of Wausau and Everest Metropolitan Police Department from January 1, 2024 through December 31, 2024.**

Motion by Martens, seconded by Lukens, to approve. Motion carried 5-0.

### **Discussion and possible action on Joint Powers Agreement with Marathon County regarding E911/NG-911 system.**

Motion by Martens, seconded by Lukens, to approve. Motion carried 5-0.

### **Discussion and possible action regarding accepting the 2024 Beat Patrol Grant.**

Motion by Diny, seconded by Martens, to approve. Motion carried 5-0.

**Discussion and possible action on the Authorization of Reprogramming of Community Development Block Grant unused 2020, 2021 and 2023 program year funds into an Acquisition/Housing Development Activity.**  
Motion by Lukens, seconded by Martens, to approve. Motion carried 5-0.

**Discussion and possible action regarding procurement of licenses plate recognition hardware and software.**  
Motion by Martens, seconded by Diny, to approve. Motion carried 5-0.

**Discussion and possible action regarding water utility tax equivalent and rate study (Ehlers).**  
Brian Roemer, Senior Municipal Advisor with Ehlers, answered questions and provided advise to the committee on the impact of the water utility tax equivalent and rate study. No action was taken.

Diny stated a preference for the Common Council to set a long-term policy to reduce the tax equivalent. Rasmussen stated that this could be a visionary goal as set forth in the new term of the next Common Council as articulated by the Council President.

Rasmussen stated that there are concerns about needs of the utility and the potential for a future water rate increase and the uncertainty it could create.

**Adjourn**

Motion by Diny, second by Watson, to adjourn the meeting. Motion carried.  
Meeting adjourned at 7:05 P.M.

*For full meeting video on YouTube: <https://www.youtube.com/watch?v=pgWOUisqJ3Y>*

## **JOINT FINANCE COMMITTEE AND ROOM TAX COMMISSION MEETING**

Date and Time: Tuesday, November 28, 2023 @ 6:00 P.M., Council Chambers

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

Room Tax Commission Members Present: Michael Martens, Lisa Rasmussen, Chad Henke, Tim VanDeYacht, Lindsey Lewitzke

Others Present: Mayor Rosenberg, MaryAnne Groat, Anne Jacobson, Liz Brodek, Kody Hart

Noting the presence of a quorum Chairperson Rasmussen called the Finance Committee meeting to order at 6:03 P.M.

Noting the presence of a quorum Chairperson Martens called the Room Tax Commission to order at 6:03 P.M.

### **Minutes of the previous Room Tax Commission meeting (09/25/2023).**

Motion by Henke, seconded by Rasmussen to approve. Motion carried 5-0.

### **Discussion and possible action regarding renewal of the Tourism Entity Agreement with the Wausau/Central Wisconsin Convention and Visitors Bureau.**

Tim White, Executive Director of the Wausau/Central Wisconsin Convention and Visitors Bureau presented on the ongoing operations of their organization and upcoming initiatives. The organization is seeking a two-year contract as opposed to a one-year contract that has been historically renewed on that basis.

*Link to the presentation provided: <https://www.wausauwi.gov/home/showpublisheddocument/10292>*

Rasmussen stated that the flow of financial and results standards information has improved significantly.

Lewitzke questioned various line items of the proposed contract and budget which were answered by White and Jodi Maguire, Director of Operations of the Wausau/Central Wisconsin Convention and Visitors Bureau.

Diny questioned if reports and results will come in annually. It was stated that a report would be provided quarterly and the CVB staff would be available for further questions and results.

The Finance Committee and the Room Tax Commission decided not to go into Closed Session on this matter.

Motion by Watson, seconded by Diny, to approved from the Finance Committee. Motion carried 5-0.

Motion by Lewitzke, seconded by Henke, to approve from the Room Tax Commission. Motion carried 4-0, with VanDeYacht abstaining.

### **Adjournment**

Motion by Watson, seconded by Diny, to adjourn the Finance Committee. Motion carried.

Motion by VanDeYacht, seconded by Henke, to adjourn the Room Tax Commission. Motion carried.

Meeting adjourned at 7:00 P.M.

*For full meeting video on YouTube: <https://www.youtube.com/watch?v=iEVAqemaSf4>*

## Wausau Fire Department Rate Survey

Service	Manawa Rural Fire Department	Chippewa Fire Protection District	Jefferson EMS	Rhineland Fire Department	Green Bay Metro Fire Department	Wausau Fire Department	Average	Recommended Rate
<b>Description</b>								
BLS - Resident	\$ 1,000	\$ 1,495	\$ 1,500	\$ 1,100	\$ 1,300	\$ 1,300	\$ 1,279	\$ 1,400
BLS - Non Resident	\$ 1,000	\$ 1,625	\$ 1,500	\$ 1,300	\$ 1,300	\$ 1,300	\$ 1,345	\$ 1,400
ALS - Resident	\$ 1,400	\$ 1,595	\$ 1,800	\$ 1,300	\$ 1,400	\$ 1,450	\$ 1,499	\$ 1,550
ALS - Non Resident	\$ 1,400	\$ 1,725	\$ 1,800	\$ 1,550	\$ 1,400	\$ 1,450	\$ 1,575	\$ 1,550
ALS2 - Resident	\$ 1,700	\$ 1,795	\$ 1,900	\$ 2,100	\$ 1,700	\$ 1,800	\$ 1,839	\$ 1,900
ALS2 - Non Resident	\$ 1,700	\$ 1,995	\$ 1,900	\$ 2,250	\$ 1,700	\$ 1,800	\$ 1,909	\$ 1,900
SCT- Resident	NC	\$ 1,995	\$ 2,100	NC	\$ 1,800	\$ 1,475	\$ 1,965	\$ 2,000
SCT- Non Resident	NC	\$ 2,050	\$ 2,100	NC	\$ 1,800	\$ 1,625	\$ 1,983	\$ 2,000
BLS On Scene Care - Resident	\$ 500	\$ 400	\$ 600	\$ 425	\$ 600	\$ 500	\$ 505	\$ 600
BLS On Scene Care - Non Resident	\$ 500	\$ 400	\$ 600	\$ 450	\$ 600	\$ 500	\$ 510	\$ 600
ALS On Scene Care - Resident	\$ 800	\$ 1,440	\$ 1,300	\$ 1,100	\$ 1,000	\$ 1,100	\$ 1,128	\$ 1,200
ALS On Scene Care - Non Resident	\$ 800	\$ 1,440	\$ 1,300	\$ 1,200	\$ 1,000	\$ 1,100	\$ 1,148	\$ 1,200
Mileage - Resident	\$ 22	\$ 27	\$ 27	\$ 21	\$ 22	\$ 23	\$ 24	\$ 24
Mileage - Non Resident	\$ 22	\$ 27	\$ 27	\$ 21	\$ 22	\$ 23	\$ 24	\$ 24

NC = Service does not have this charge

Recommendations include bundled prices



\_\_\_\_\_  
Authorization of Recommended Rates / Date

\_\_\_\_\_  
Printed Name / Title



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Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

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Anne L. Jacobson  
City Attorney

Tara G. Alfonso  
Assistant City Attorney

Tegan Troutner  
Assistant City Attorney

STAFF MEMO

TO: Finance Committee

FROM: Anne Jacobson, City Attorney

DATE: September 18, 2023

RE: Lease Agreement with City-County Information Technology Commission

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Purpose: The auditors this year recommended a written lease between the City of Wausau and the City-County Information Technology Commission ("CCITC"), who occupy space primarily on the third floor of City Hall.

Corporation Counsel Michael Puerner drafted the proposed lease and I spoke with him about some of the proposed terms, I recommend for review and consideration by the Finance Committee:

- The leased premises is described as 6080 feet of office and related space on the 3<sup>rd</sup> floor of City Hall. However, CCITC occupies space in the basement where their computer repair shop is located and they also occupy space in the unfinished area of the basement for staging expired equipment for recycling from county departments in addition to city hall, according to the City Assessor. He notes that neither of these spaces are mentioned in the proposed lease agreement. Typically, rent for storage areas in commercial buildings is between \$3-\$5 a square foot and office space in lower levels, range from \$6-\$10 a square foot. This is based upon a review of income and expense forms from business owners during the 2020 revaluation. (para. 2)
- The term is proposed for a ten (10) year period, for no particular reason. (para. 3) In paragraph 5, the lease proposes an additional five (5) year renewal, as long as the parties agree in writing to such renewal no later than six months before the expiration of the initial ten (10) year term.
- Termination of the agreement requires at least one (1) year's notice to the other party. (para. 4)
- Rent is proposed to be \$9,900 per month, which I understand has been the lease amount for some years, and there is no proposed accelerator for the potential fifteen (15) year term. In addition to the 6,080 square feet of leased space, which represents 14% of the total above grade square footage of City Hall (excluding the basement areas), most commercial tenants pay a "CAM" (common area maintenance) charge equivalent to the percentage of space occupied in the building. CAM charges include costs for heat and HVAC, common area maintenance

expenses, janitorial expenses, snow removal, and taxes (although there is no tax here). According to the proposed lease terms, these items are to be provided by the City, but a percentage of the expense could be charged to the tenant. The City Assessor has seen rent upwards of \$25 per square foot for CAM charges, in addition to rent. (para. 6)

**Recommendation:** Add the additional space to the description of leased premises. Approve such business terms as term length, rent amount (whether to include CAM charges), and whether it will increase, and on what basis.

**LEASE AGREEMENT**  
**City-County Information Technology**  
**Commission**  
**and**  
**City of Wausau**

**THIS LEASE** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the City of Wausau, a political subdivision of the State of Wisconsin organized under Chapter 62 of the Wisconsin Statutes, herein called the "LESSOR," and the City-County Information Technology Commission, an intergovernmental agency organized pursuant to Wis. Stat. § 66.0301, herein called the "LESSEE."

1. **Lease Agreement.** The LESSOR, for and in consideration of the rents provided to be paid and of the covenants, agreements, terms and conditions herein set forth to be honored, kept and performed by the LESSEE, leases to the LESSEE, the premises described below.

2. **Description of Premises.** The real estate which is subject to this Lease consists of the following premises:

- a. 6080 square feet of office and related space located on the 3<sup>rd</sup> floor of City Hall, located at 407 Grant Street in the City of Wausau.

The premises to be leased under this agreement, described above, are more fully identified in the attached Exhibit A.

3. **Term.** The term of this Lease Agreement shall commence on June 20, 2023, and end on June 30, 2033, unless terminated or extended in accordance with the provisions of this Agreement.

4. **Termination.** Either party shall have the right to terminate this Agreement, at that party's convenience, upon not less than one year advance written notice to the other party.

5. **Renewal.** The parties may renew this Lease for an additional five (5) year term if the parties agree to such a renewal in writing on or before December 31, 2032. The terms of the renewal shall be the same general terms and conditions contained in this Lease, along with any written amendments agreed upon by the parties.

6. **Rent.** As and for monthly rent, the LESSEE agrees to pay the amount of \$9,900 per month to LESSOR. All rent shall be due and owing on the 15<sup>th</sup> of each month.

7. **Provisions of Default.**

- a. ***Payment of Rent.*** If the LESSEE fails to pay an installment of rent as provided above, and if such default is not cured within ninety (90) days after notice thereof, in writing, is given to the LESSEE by the LESSOR, then LESSOR shall have the option to cancel this Lease without any further notice to the LESSEE and shall have the right to immediate possession of the premises.
- b. ***Abandonment.*** If the premises become vacant and abandoned for a period of more than thirty (30) days, other than in connection with an event contemplated in Section 13, LESSOR shall have the option to cancel this Lease without any further notice to the LESSEE and shall have the right to immediate possession of the premises.



8. **Maintenance and Repairs.** LESSOR shall be responsible for the costs and completion of all exterior or structural repairs, and for the costs and completion of all interior repairs. LESSOR shall be responsible for the costs and completion of all required building and space maintenance.

9. **Utilities.** LESSOR shall be responsible for the costs of utilities utilized by LESSEE.

10. **Cleaning Services.** LESSOR shall be responsible for cleaning services for the premises utilized by LESSEE.

11. **Air Handling and Fire Suppression.** The parties acknowledge that LESSEE will be utilizing a portion of the premises for a server room that contains sensitive and fragile electronics equipment. LESSOR shall be responsible for the costs of all required specialized air handling and fire suppression systems and services for the premises.

12. **Security Monitoring Services.** LESSOR shall be responsible for security monitoring services under the same contract that other building alarms and sensors are managed.

13. **LESSOR's Representations and Warranties; Disclaimer.** LESSOR represents and warrants to LESSEE that: (a) LESSOR has fee simple title to the premises free of any liens, charges or encumbrances that would interfere with LESSEE's permitted use of the premises; (b) the premises will be suitable for LESSEE's use as outlined in Paragraph 13 of this Agreement; and (c) that LESSOR shall remain responsible for the costs and services outlined in paragraphs 8, 9, 10, and 11 of this Agreement.

14. **Use of Premises.** The premises shall be used by the LESSEE as business office space and as an information technology support and data center and for no other purpose without the written consent of the LESSOR.

- a. ***Rules and Regulations.*** LESSEE shall comply with all reasonable building rules and regulations adopted by LESSOR relative to the premises. LESSOR may at any time adopt new rules and regulations or modify or eliminate existing rules and regulations as LESSOR shall deem necessary or appropriate provided, however, such new or modified rules and regulations do not materially interfere with LESSEE's ability to conduct its permitted use of the Premises. In the event of any conflict or inconsistency between the provisions of this Lease and any of LESSOR's rules and regulations, the provisions of this Lease shall control.
- b. ***Compliance with Laws.*** LESSEE and LESSOR shall comply with all Laws applicable to the premises or the use or occupancy of the premises.
- c. ***No Discrimination.*** LESSEE shall not engage in any discrimination against, or segregation of, any person or group of persons on the basis of any protected class under any applicable Laws, including, without, limitation, race, color, gender, creed, national origin or ancestry, with respect to LESSEE's employment and hiring practices and in the provision of any services by LESSEE upon the premises.
- d. ***Signs.*** LESSOR and LESSEE shall work cooperatively to identify needed signage. Signage may be affixed only in a manner and location approved by LESSOR and at LESSOR's cost.

e. *Parking.* This Lease Agreement does not include parking spaces.

15. **Lessor's Right to Inspect.** The LESSOR and its duly authorized agents shall have the right to inspect said premises at all reasonable times and at least once every two months for the purpose of examining the same and to ascertain that they are in good repair. LESSOR shall be allowed access to the premises at reasonable times during normal business hours or otherwise agreed to by the parties so as to allow the LESSOR to carry out its lease obligations and to inspect the premises pursuant to this lease.

16. **Damage or Destruction to Leased Premises.** It is mutually agreed by the parties hereto in case said premises or any part thereof shall at any time be destroyed or so damaged as to make the premises unfit for occupancy or use, then the rents hereby reserved or a fair and just proportion thereof, according to the nature of the damage sustained, shall, until the premises shall be rebuilt or reinstated and made fit for occupancy or use, be suspended and cease to be payable unless such destruction or damage is caused in whole or in part by the actions or inactions of the LESSEE, or its employees or agents, but in case the building shall be substantially destroyed by fire or unavoidable casualty, then the term of this lease may be re-determined by mutual agreement of the parties if either party gives written notice to the other party within thirty (30) days after such substantial destruction.

If the premises are destroyed or damaged by fire or other casualty so that LESSEE is unable to occupy the premises for its permitted use, then within thirty (30) days after that event, LESSOR shall give LESSEE a notice specifying the estimated time, in LESSOR's reasonable judgment, required for repair or restoration (the "**Restoration Estimate**"). If the Restoration Estimate is one hundred twenty (120) days or less, then LESSOR shall proceed promptly and diligently to adjust the loss with applicable insurers, to secure all required governmental permits and approvals, and, to the extent of the insurance proceeds available, to repair or restore the Premises.

If the Restoration Estimate exceeds one hundred twenty (120) days, then LESSOR or LESSEE may elect to terminate this Lease by giving a termination notice to the other party within thirty (30) following delivery of the Restoration Estimate, in which event this Lease shall cease and terminate as of the date of such termination notice.

17. **Hold Harmless.** LESSEE hereby agrees to release, indemnify, defend, and hold harmless LESSOR, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of LESSEE, its officers, officials, employees, agents or assigns.

LESSOR hereby agrees to release, indemnify, defend, and hold harmless LESSEE, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of LESSOR, its officers, officials, employees, agents or assigns.

LESSOR and LESSEE do not waive, and specifically reserve, their rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

18. **Surrender.** LESSEE, upon termination of this lease in any manner, shall surrender to the LESSOR possession of the premises in good condition and repair, ordinary wear and tear excepted, with loss through fire or other insurable risk further excepted, and will deliver up the keys to the LESSOR, time being of the essence. Unless LESSOR elects otherwise, all Alterations made by LESSEE shall become the property of LESSOR and shall be surrendered to LESSOR upon expiration or termination of this Lease. Notwithstanding the foregoing, all movable equipment, trade fixtures, personal property, furniture, or any other items that can be removed without harm to the premises will remain LESSEE's property and shall not become the property of LESSOR. On or before the expiration or termination of this Lease, LESSEE shall remove all LESSEE Owned Property and LESSEE shall repair at its sole cost and expense all damage caused to the premises by such removal. LESSEE's obligations under this Paragraph shall survive the expiration or earlier termination of this Lease.
19. **Assigning or Subletting.** The LESSEE may not assign this lease nor sublet nor engage in shared branching of all or a portion of the premises without the written consent of the LESSOR.
20. **Amendment.** This lease may be revised or amended only by a written agreement signed by both parties.
21. **Force Majeure.** As used in this Lease, "Force Majeure Event" means any of the following: (a) acts of God; (b) flood, fire, earthquake, explosion, or other natural disaster; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) governmental authority, order, law, action, or request; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) epidemic, pandemic, or other national or regional public health emergencies; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; or (h) shortage of supplies, adequate power, or transportation facilities. The occurrence of a Force Majeure Event shall excuse such obligations of LESSOR and LESSEE as are thereby rendered impossible or reasonably impracticable for so long as such obligation remains impossible or reasonably impracticable to perform, provided such event is not the fault of the Party delayed in performing the obligation under this Lease. Nothing in this Section shall operate to excuse any holdover beyond the expiration or sooner termination of the Term of this Lease.
22. **Partial Invalidity.** If any provision of this Lease or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall remain in effect and shall be enforceable to the full extent permitted by applicable Law. Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by applicable Law.
23. **Entire Agreement.** This Amended and Restated Lease (including all Exhibits) is intended as a final expression of the Parties' agreement, and may not be contradicted by evidence of any prior written or oral agreement. The Parties further intend that this Lease constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Lease. The parties agree that this Lease supersedes any and all prior Agreement between the parties.
24. **Survival.** Upon the expiration or other termination of this Lease, neither Party shall have any further obligation or liability to the other, except as otherwise expressly provided in this Lease and except for such obligations as by their nature can only be performed after such expiration or other termination.

Any liability for a payment which shall have accrued or relates to any period before the expiration or other termination of this Lease shall survive the expiration or earlier termination of this Lease.

25. **Governing Law; Venue.** This Lease shall be governed by the Laws of the State of Wisconsin, which shall govern the validity, performance, and enforcement of this Lease. The Parties hereby agree that any legal action deemed necessary by either Party shall be brought in any state or federal court located in the State of Wisconsin, and the Parties each hereby consent to the personal jurisdiction of such courts in any such action over the Parties hereto with respect to this Lease or the matters described herein.
26. **No Recording.** Neither this Lease nor any memorandum hereof shall be recorded or filed in any public land or other public record of any jurisdiction.
27. **Construction.** This Lease shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Lease to be drafted. The captions, headings, and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. As used in this Lease: (a) "and/or" when applied to one or more matters or things applies to any one or more, or all such matters or things as the circumstances warrant; (b) "including" means "including, without limitation"; and (c) "this Lease," "herein," "hereof," and "hereunder," and words of similar import, refer to this Lease as a whole, and not to any particular section, unless expressly so stated. All of the terms and provisions of each exhibit or schedule to this Lease are incorporated into and made a part of this Lease to the same extent as if they were included in the body of this Lease.

IN WITNESS WHEREOF the duly authorized agents of the parties hereto have subscribed their names as of the date first written above.

**LESSEE: City-County Information Technology Commission**

\_\_\_\_\_

**BY: Gerard Klein, Director**

\_\_\_\_\_

**Date**

**LESSOR: CITY OF WAUSAU**

\_\_\_\_\_

**By: Katie Rosenberg, Mayor**

\_\_\_\_\_

**Date**

**EXHIBIT A - Description of Premises**

**Main Branch**

**Satellite Branch**

**EXHIBIT B** – Rent Schedule

**Main Branch**

<b>Year</b>	<b>Base rent per square foot</b>
2024	\$18.85
2025	\$19.23
2026	\$19.61
2027	\$20.00
2028	\$20.40
2029	\$20.81
2030	\$21.23
2031	\$21.65
2032	\$22.09
2033	\$22.53
2034	\$22.98
2035	\$23.44
2036	\$23.91
2037	\$24.38
2038	\$24.87

**Satellite Branch**

<b>Year</b>	<b>Base rent per square foot</b>	<b>Prorated Construction Costs per month</b>
2024	\$18.85	\$1,125
2025	\$19.23	\$1,125
2026	\$19.61	\$1,125
2027	\$20.00	\$1,125
2028	\$20.40	\$1,125
2029	\$20.81	\$1,125
2030	\$21.23	\$1,125
2031	\$21.65	\$1,125
2032	\$22.09	\$1,125
2033	\$22.53	\$1,125
2034	\$22.98	\$0
2035	\$23.44	\$0
2036	\$23.91	\$0
2037	\$24.38	\$0
2038	\$24.87	\$0

## **EXHIBIT C**

The LESSOR shall furnish to the LESSEE during the occupancy of said premises, as part of the rental consideration, in the following:

1. Heat.
2. Air Conditioning, if available in building which is leased.
3. Hot and cold running water for washroom and any existing facilities which may be part of the leased premises.
4. Water and sewer costs.
5. Maintenance and service of available heating, air conditioning, and plumbing.
6. Reasonable lighting through leased area.
7. Two keys for entrance doors of premises.
8. Electrical, telephone and data outlets. Additional outlets may be subject to a charge by the City-County Information Technology Commission.
9. Furnishing and maintenance of lights and light fixtures, electrical service necessary for operation of the office.
10. Necessary janitorial and maintenance provisions, including soap, towels and toilet tissue for restrooms.
11. Janitorial service for the premises, including halls, stairways, care of the grounds, and removal of snow from sidewalks and parking lots, including, but not limited to, the following:
  - a. Vacuuming and/or sweeping of all floors.
  - b. Periodic removal of all rubbish.
  - c. Cleaning and washing of all restrooms and plumbing fixtures
  - d. Mopping of all floors
  - e. Washing of all floors, if applicable
  - f. Cleaning of windows and light fixtures
12. General courthouse courier services.