



*** 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: Economic Development Committee

Date/Time: Tuesday, February 6, 2024 at 5:15 p.m.

Location: City Hall, Council Chambers

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

ECONOMIC DEVELOPMENT AGENDA ITEMS FOR CONSIDERATION

(All items listed may be acted upon)

1. Approval of Minutes from December 5, 2023 meeting
2. Presentation from Wausau River District (*Blake Opal-Wahoske*)
3. Presentation from Community Development Staff on National Community Development Association Audrey Nelson Award (*Stratz*)
4. Update on Foundry on 3rd, LLC mall site redevelopment (*Nick Patterson*)
5. Discussion and possible action on Addendum to Development Agreement with Foundry on 3rd Ph 1, LLC, including forms of Skywalk and Balcony Easements (*Brodek, Nick Patterson, Atty. Jacobson*)
6. Discussion and possible action on Consent to Transfer, Waiver of Right of First Refusal, Termination of Recorded Deed Restrictions and Recording Set of Revised Deed Restrictions for 6235 and 6335 Packer Drive (*Fifrick, Atty. Jacobson, Atty. Rowe*)
7. Discussion and possible action on Economic Development Committee duties and responsibilities (*Atty. Jacobson*)
8. Update on Affordable Housing Task Force status and future of Task Force (*Stratz, Brodek*)
9. 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 2/1/2024

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 or 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 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

FINANCE COMMITTEE

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

Finance Committee Members Present: Lisa Rasmussen (C), Michael Martens (VC), Sarah Watson, Doug Diny, Carol Lukens

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

Others Present: Mayor Rosenberg, MaryAnne Groat, Anne Jacobson, Jeremy Kopp, Gerry Kline, Eric Lindman, Liz Brodek, Randy Fifrick, Kody Hart, Alder Gisselman

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 5:15 P.M.

Noting the presence of a quorum Chairperson Watson called the meeting to order at 5:15 P.M.

JOINT AGENDA ITEM FOR CONSIDERATION WITH THE ECONOMIC DEVELOPMENT COMMITTEE - Discussion and possible action on TID 6 termination, subtraction, or extension for affordable housing and lead service line replacement (Brodek, Groat, Dahl (Ehlers))

Kilian stated support for extending the TID funding to provide resources for affordable housing and wanted a more formalized plan attached to specific projects. It was stated that all the funding of the extension should go to affordable housing development.

Rasmussen stated that the impact of the funding would be greater if they went to affordable housing projects when weighed over using funding for lead line replacements. It was stated that this could be used for projects across the city rather than only within the TID boundaries.

Watson stated that many of the affordable housing projects use ARPA funding which have a limited time for those funds to be spent and that extending the funding for this purpose would help those projects complete on time.

Lukens stated agreement that the city should complete as much affordable housing as possible with the funds available.

Martens stated agreement in spending the additional funds on affordable housing as much of the lead line replacement funding is already available. It was stated that tying specific funding to affordable housing plans would incentivize the Common Council to support affordable housing projects in the future.

Rasmussen stated that there is a possibility of a spend-down issue with ARPA funding and that this funding could help mitigate that issue by providing gap funding.

Diny stated support for spending the funds on affordable housing citing an apartment complex which is moving away from affordable housing and prompting an increased need for even more affordable housing.

Motion by Martens, seconded by Watson, for the Finance Committee to approve keeping TID 6 open and reclaiming the entire increment for affordable housing with a plan to be drafted for allocation of those funds to be enacted upon by the Common Council. Motion carried 5-0.

Motion by Kilian, seconded by Rasmussen, to approve the same motion for the Economic Development Committee. Motion carried 5-0.

The Economic Development Committee continued with its portion of the agenda and adjourned their portion of the meeting at 6:49 P.M. Minutes for that portion are separate.

The Finance Committee continued with its portion of the agenda.

Minutes of the previous meeting(s) (11/21/2023, 11/28/2023).

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

Discussion and possible action regarding updates to the 2024 Fee Schedule - EMS rates.

Motion by Watson, seconded by Lukens, to approve the 2024 Fee Schedule – EMS rates. Motion carried 5-0.

Discussion and possible action regarding lease contract with the City-County Information Technology Commission.

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

Adjourn

Motion by Diny, second by Watson, to adjourn the meeting. Motion carried.

Meeting adjourned at 5:59 P.M.

For full meeting video on YouTube: <https://www.youtube.com/watch?v=oDU114ESV8Y>

MINUTES

Joint Finance & Economic Development Committee Meeting

Date / Time: Wednesday, December 5, 2023, at 6:15 P.M. | **ED Only Meeting Called to Order by Watson at:** 6:49 P.M.

In Attendance

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

Others Present: Liz Brodek, Randy Fifrick,

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 October 3, 2023

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

Agenda Item 2– Discussion and possible action on Planning Option extension for Gorman & Co at 415 S. 1st Ave. (West Side Battery) (Brodek)

Brodek explained that Gorman is requesting an extension to their planning option agreement in addition to the two other amendments prior to this one. She noted this extension allows them to line up their planning option with the closing deadline being negotiated and is due to the varied capital stack and the different times the funds would be available from each. Brodek noted it is intended to have a development agreement to present at a joint ED and Finance meeting in January and Council the same month. She didn't think the entire timeline would be needed but wanted to ensure it lined up with the closing date and account for anything that might go awry in the process.

Kilian asked if there has been any consideration of what could go awry considering there have already been some bumps in this development process. Brodek responded that she believes the bumps are over. She stated the financing issue is settled and now it's the business negotiation point of the agreement.

*Rasmussen made a motion to approve, seconded by Henke. **Approved unanimously 5-0.***

Agenda Item 3 – Update on potential Thomas Street infill housing, upcoming Neighborhood Input meetings 12/6 and 12/11

Brodek reminded the committee and the public of the neighborhood meetings held in March/April for a Visual Preference Survey. She noted the timeline was longer than expected but it was promised that staff would come back to the neighborhood with renderings based on the survey results and obtain additional feedback. She said staff contacted the alders in early October with a request to get on the October agenda as their meetings occur later in the month but there was already a presentation scheduled for that date. An alternative date requested was 11/27/23, which was initially granted but on October 22nd communication was received that the 27th would not work and later heard that the November and December meetings were in fact canceled. She explained that because of this, staff organized two neighborhood meetings at 5:30 PM at the Riverside Park Shelter on Wednesday, December 6th and Monday, December 11th. Brodek noted there would be both Hmong and Spanish interpreters and free childcare.

Kilian commented that this round of outreach included Hmong and Spanish interpretation which he saw as positive.

Adjourn

*Lukens motioned to adjourn, seconded by Henke. **Approved unanimously 4-0***

Meeting Adjourned at 6:54 PM

CITY OF WAUSAU, YouTube MEETING LINKS

ALL City of Wausau Meetings can be viewed at:

- https://www.youtube.com/channel/UC-Nigpdco_i8sq5FbbJD_aw

The ED meeting from 12/5/23 can be viewed at:

- <https://www.youtube.com/watch?v=oDUII4ESV8Y>



PRESS RELEASE
For Immediate Release

Date: January 22, 2023

Contacts: Tammy Stratz, Community Development Specialist, 715-261-6682

Tara Glodowski, Executive Director, Community Partners Campus, 715-573-6159

City of Wausau to Receive 2024 Audrey Nelson Award for Role in Community Partners Campus

(Wausau, WI) – The City of Wausau will receive the 2024 Audrey Nelson Award from the National Community Development Association (NCDA) for its role in the acquisition of the Community Partners Campus.

The City will be recognized at the NCDA’s winter conference on February 2, 2024.

The Community Partners Campus (CPC) is a shared space, nonprofit center focused on providing a one-stop-shop for basic needs services. The aim of the CPC is to help the community nonprofits meet guest needs with an emphasis on food, clothing, shelter, medical, mental health, and social well-being. Sharing physical space offers a more effective, efficient, and overall better guest experience with each organization being right down the hallway from one another, thereby eliminating the need to figure out or arrange transportation between appointments and more personal, faster referrals. The City of Wausau contributed Community Development Block Grant (CDBG) funds to assist with the purchase of an existing, vacant office building. A capital campaign, which was going on for approximately one year before they found a suitable space, was able to raise the remaining funds.

Mayor Katie Rosenberg is excited about what the CPC does for the community. “Community Partners Campus is one of those innovative but obvious solutions to social challenges that makes you wonder why nobody thought of it sooner. But thanks to the visionary leadership of Brian Gumness, Kevin Noel, and incredible community champions like Tara Glodowski, our whole metro area has a one-stop place to get a variety of needs met. And all of the partner organizations from The Neighbors’ Place pantry to the Catholic Charities warming center to the Wausau Free Clinic have the opportunity to work more closely together to address the needs of our most underserved neighbors together so they can help lift people up comprehensively, instead of ping-ponging folks all across the city to hopefully get their needs met. This award is an absolute honor but knowing that our community is being served even better than it was before is the real trophy.”

Community Partners Campus Executive Director, Tara Glodowski, points to the support provided by the CDBG funds. “Community Partners Campus is grateful for the support that the city of Wausau and Community Development have provided. It’s incredibly commendable that the city recognizes the importance of supporting nonprofits providing basic needs services. Their



commitment to funding a space for these vital organizations to come together under one roof speaks volumes about their dedication to the well-being of the entire community.”

This project is having a profound impact on the local community, including guests, co-located nonprofits, and local businesses. Years ago, a problem was identified that centered around access to agency assistance. It was common that agencies would make referrals that would send a mutual guest across the city to seek appropriate services. More times than not, the guest was never able to get to the referred appointments and therefore did not receive the necessary services. The CPC has solved that issue. Now, when a guest is referred for services from a co-located agency, a case worker can simply walk that person down the hall and introduce them to the referred agency. By removing the biggest barrier to services, guests have more efficient, effective, and faster access to necessary, life-supporting services.

The CPC co-located services do more than help the guest – nonprofits and funders see the benefits as well. Nonprofits are always being asked to do more with less, and this model helps them accomplish that. It saves on overhead and provides shared services like kitchen access which is often prohibitively expensive to duplicate. Fundraising efforts can now be concentrated on guest services, rather than “keeping lights on,” which allows more of each dollar donated to go directly to guest care.

The relatively small CDBG contribution of \$150,000 for acquisition for an existing vacant building unlocked a myriad of funding opportunities. With the property acquired, the big dreaming and audacious mission could proceed. This project attracted over 500 individual donors, ultimately raising over \$7.2 million. CDBG funds totaled just 2% of the total project budget, but that 2% helped make the other 98% possible.

By better serving their guests, the CPC also has a positive impact on the community. When a guest is able to get the assistance they need, they can come out of homelessness and into stable housing faster, reduce the number of police calls from businesses and local residents, and improve their health by getting healthy food and easy and affordable access to doctor appointments. All of this improves the overall baseline for community prosperity.

On February 2, Tammy Stratz and other Community Development staff from the City will attend the NCDA’s conference to accept the award on the City’s behalf and give a presentation of the project.

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**ADDENDUM TO
DEVELOPMENT AGREEMENT
(Foundry on 3rd Ph 1)**

THIS ADDENDUM TO DEVELOPMENT AGREEMENT (this “Addendum”) is made as of the ____ day of February, 2024 (the “Effective Date”), by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”), and FOUNDRY ON 3RD PH 1, LLC, a Wisconsin limited liability company (“Developer”).

RECITALS

WHEREAS, the City and Developer entered into a certain Development Agreement with an effective date of September 28, 2022, as amended by that certain First Amendment to Development Agreement with an effective date of August 31, 2023 (the “Development Agreement”), with respect to certain real property in the City of Wausau, County of Marathon, State of Wisconsin, consisting of approximately 1.352 acres and being depicted and identified on Exhibit A attached to the Development Agreement; any capitalized term used in this Addendum but not defined herein shall have the meaning assigned to that term in the Development Agreement; and

WHEREAS, once Developer acquires the Property, the parties intend to enter into at least two agreements with respect to the Property: (i) pursuant to Section 2.e. of the Development Agreement, an agreement with respect to a connection to a City parking lot to the south via a pedestrian skyway above the public right of way abutting the Property (the “Skywalk Agreement”); and (ii) an easement agreement with respect to the City’s grant of an easement onto and over the public rights-of-way adjacent to the building for the purpose of establishing and maintaining, multiple elevated balconies encroaching in the air space above such rights of way (the “Balcony Easement”); and

WHEREAS, the parties have agreed to the form and substance of the Skywalk Agreement and Balcony Easement and desire to memorialize that agreement; and

WHEREAS, subject to the terms and conditions herein, the City and Developer desire to enter into this Addendum as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Addendum, the parties agree as follows:

1. Addenda to Development Agreement. The following are hereby added to the Development Agreement:
 - a. The Skywalk Agreement attached hereto as **Exhibit D**.
 - b. The Balcony Easement attached hereto as **Exhibit E**.
2. Agreement. The City and Developer hereby agree that, after Developer acquires the Property, the parties shall enter into: (a) the Skywalk Agreement substantially in the form of **Exhibit D** attached hereto and (b) the Balcony Easement substantially in the form of **Exhibit E** attached hereto; provided, however, that no uncured material default of Developer, or event which with the giving of notice or lapse of time or both would be a default of Developer, shall exist under the Development Agreement and Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.

3. Conditions Precedent to this Addendum. The effectiveness of this Addendum is conditioned upon the satisfaction of each and every one of the following conditions:

a. The City, through its City Council, shall have approved or authorized this Addendum and the transactions contemplated herein, and all the conditions to such approval shall have been satisfied.

b. No uncured material default of Developer, or event which with the giving of notice or lapse of time or both would be a default of Developer, shall exist under the Development Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.

4. Reaffirmation of Development Agreement. The Development Agreement, as supplemented by this Addendum, remains in full force and effect, and all terms of the Development Agreement are hereby ratified and reaffirmed by Developer.

5. Representations and Warranties of Developer. Developer hereby represents and warrants to the City that:

a. After giving effect to this Addendum, all of the representations and warranties made by Developer in the Development Agreement are true and accurate in all material respects on the Effective Date of this Addendum, and no event of default under the Development Agreement has occurred and is continuing as of the Effective Date.

b. The making, execution and delivery of this Addendum, and performance of and compliance with the terms of the Development Agreement, as supplemented hereby, have been duly authorized by all necessary action of Developer. This Addendum is the valid and binding obligation of Developer, enforceable against Developer in accordance with its terms.

6. Miscellaneous. If any provision of this Addendum or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions of this Addendum shall remain in full force and effect and this Addendum shall be interpreted as if such illegal, invalid or unenforceable provision did not exist. This Addendum may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that electronically scanned signatures shall be binding on all parties. This Addendum shall be governed in all respects by the laws of the State of Wisconsin.

[Signature page follows.]

IN WITNESS WHEREOF, the parties are signing this Addendum to Development Agreement as of the Effective Date in the introductory paragraph.

DEVELOPER:

FOUNDRY ON 3RD PH 1, LLC

By: _____
Terrence R. Wall, President of
T. Wall Enterprises Manager, LLC, its Manager

THE CITY

CITY OF WAUSAU

By: _____
Katie Rosenberg, Mayor

Attest: _____
Kaitlyn Bernarde, Clerk

EXHIBIT D

Form of Skywalk Agreement

[Attached.]

**SKYWALK EASEMENT
AGREEMENT**

Exhibit D

Document Number

Document Title

THIS SKYWALK EASEMENT AGREEMENT (this “Agreement”) is made as of [_____] _____, 2024 (the “Effective Date”), by and between the **CITY OF WAUSAU**, a Wisconsin municipal corporation (the “City”) and **FOUNDRY ON 3RD PH 1, LLC**, a Wisconsin limited liability company (“Developer”).

RECITALS

A. The City is the owner of certain real property located in the City of Wausau, Wisconsin, being more particularly described in **Exhibit A** attached hereto (the “Parking Parcel”), on which is located a City parking ramp (the “Parking Ramp”).

B. Developer is the owner of certain real property located in the City of Wausau, Wisconsin, being more particularly described in **Exhibit B** attached hereto (the “Developer Parcel”), on which Developer has constructed, or will construct, a mixed-use building (residential and commercial) (the “Building”) pursuant to that certain Development Agreement (Foundry on 3rd Development) dated as of September 28, 2022, between the City and Developer, as amended from time to time (the “Development Agreement”).

C. Pursuant to Section 2.e. of the Development Agreement, Developer desires to connect the Building to the Parking Ramp via a pedestrian skyway (the “Skywalk”) above the public right of way that runs between the City Parcel and the Developer Parcel (the “ROW”) as shown on **Exhibit C** attached hereto.

D. Developer desires that the Building and Parking Ramp be connected by the Skywalk and the City and Developer desire to enter into this Agreement in order to provide the necessary easements and waivers to allow the existence and use of the Skywalk on the terms and conditions herein.

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Grant of Easements, Licenses, and Waivers.

(a) *Parking Ramp Easement.* The City hereby grants for the benefit of the Developer Parcel an exclusive easement on, over, across, under and through the portion of the Parking Ramp as shown on **Exhibit D** attached hereto (the “Parking Ramp Easement Area”). Such easement shall allow Developer to install, construct, maintain, inspect, alter, replace, protect, test, patrol, repair, reconstruct, remove or

Recording Area

Name and Return Address

Anne L. Jacobson, Esq.
City of Wausau, City Attorney
407 Grant Street
Wausau, WI 54403

See Exhibit A

Parcel Identification Number (PIN)

abandon, and use, a connection between the Parking Ramp and the Skywalk (the “Parking Ramp Connection”) in the Parking Ramp Easement Area (the “Parking Ramp Easement”).

(b) *ROW Skywalk Encroachment Waiver.* The City hereby grants for the benefit of the Developer Parcel its consent to the use portions of the ROW labeled as the “ROW Anchor Encroachment Area” as shown on Exhibit E-1 attached hereto (the “ROW Anchor Encroachment Area”) sufficient to allow Developer to install, construct, maintain, inspect, alter, replace, protect, test, patrol, repair, reconstruct, remove or abandon, and use, two anchors and piers and four columns necessary to support the Skywalk (the “ROW Anchor”) in the ROW Anchor Encroachment Area. In addition, the City hereby grants for the benefit of the Developer Parcel its consent to use the portion of the airspace of the ROW labeled as the “ROW Skywalk Encroachment Area” as shown on Exhibit E-2 attached hereto (the “ROW Skywalk Encroachment Area”) sufficient to allow Developer to install, construct, maintain, inspect, alter, replace, protect, test, patrol, repair, reconstruct, remove or abandon, and use, the Skywalk (the “ROW Skywalk”) in the ROW Skywalk Encroachment Area. For the term of this Agreement, the City also hereby agrees to waive, release, and will not pursue any enforcement action for, any encroachment in the ROW by the Skywalk, or its anchors, piers, or columns.

(c) *Use of the Easements.* The easements and consents granted herein are for the benefit of the owner of the fee title to the Developer Parcel, or any portion of the Developer Parcel, and its agents, employees, customers, invitees, designees, licensees, tenants and occupants of the Developer Parcel or any portion thereof.

2. Grant of Temporary Construction Easement. The City also hereby grants Developer and its agents, employees and contractors the further right to use the Parking Parcel, the Parking Ramp and the ROW solely for construction purposes in connection with the construction of the Skywalk (the “Construction Easement”). The Construction Easement is for construction purposes only and shall terminate upon the earlier to occur of: (i) the date on which the Skywalk is completed; and (ii) the Project Completion Deadline as defined in the Development Agreement. Developer hereby agrees to restore, or cause to have restored, the Parking Parcel, the Parking Ramp, and the ROW as nearly as is reasonably possible, to the condition existing prior to such entry by Developer, its agents, employees or contractors. This restoration, however, does not apply to any trees, bushes, branches or roots which may reasonably interfere with Developer’s construction of the Skywalk.

3. Construction, Maintenance, and Removal. During the term of this Agreement, Developer, at its sole cost and expense, shall be responsible for every aspect of the Skywalk including, but not limited to, its installation, construction, maintenance, alteration, replacement, protection, testing, patrolling, repairing, and reconstruction. Developer shall secure and pay for all necessary permits required by any governing body or agency having jurisdiction over the Skywalk. Developer understands and agrees that the City has no obligation whatsoever with respect to the Skywalk. If the City’s Director of Public Works & Utilities or City Engineer determines in its reasonable discretion that maintenance needs to be done on the Skywalk, the City may (but without any obligation to do so), upon thirty (30) days’ prior notice to Developer (except that no notice shall be required in the case of an emergency), enter the Skywalk and the Developer’s Parcel and perform such maintenance or repair (including replacement, as needed) on behalf of Developer. In such case, Developer shall reimburse the City on demand for all costs incurred in performing such maintenance, repair or replacement, plus an administration fee equal to ten percent (10%) of such amount. If the Skywalk is ever removed for any reason, Developer shall be solely responsible for the cost and expense of such removal and Developer shall repair and restore the Parking Ramp and the Parking Parcel after such removal to the satisfaction of the City as determined by the City’s Director of Public Works & Utilities or City Engineer.

4. Compliance with Laws. Developer and its agents, employees, customers, invitees, designees, licensees, and tenants shall at all times comply with all applicable laws, regulations, codes and

other legal requirements in connection with all activities on or about the Skywalk, the Parking Ramp, and the Parking Parcel.

5. Term/Termination. The term of this Agreement shall commence on the Effective Date of this Agreement, and except as otherwise herein specifically provided, shall continue until terminated as provided herein. Notwithstanding the foregoing, this Agreement may be terminated: (i) by the City in its sole discretion if Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for sixty (60) days following written notice thereof from the City to Developer (or such longer period of time as is necessary to cure the default as long as Developer has commenced the cure of the default within the 60-day period and is diligently pursuing the cure of the default) by recording with the Register of Deeds Office for Marathon County, Wisconsin, a unilateral termination of this Agreement; or (ii) by recording with the Register of Deeds Office for Marathon County, Wisconsin, a written instrument of termination signed by all of the then-owners of the Parking Parcel, the Parking Ramp, and the Developer Parcel. Additionally, this Agreement shall terminate automatically if the Parking Parcel is no longer used for parking or in the event the Skywalk is removed or abandoned. However, if the City makes the determination that the Parking Parcel will no longer be used for parking, the City shall use commercially reasonable efforts to locate, within 1,100 linear feet of the Developer Parcel, a number of available parking spaces similar to the number of parking spaces that the Developer Parcel had the use of on the Parking Parcel. If this Agreement is terminated for any reason, Developer shall, at Developer's sole cost and expense, promptly remove the Skywalk and Developer shall repair and restore the Parking Ramp and the Parking Parcel after such removal to the satisfaction of the City as determined by the City's Director of Public Works & Utilities or City Engineer. Developer's obligations in the foregoing sentence shall survive the termination of this Agreement.

6. Damage. Developer shall repair, or cause to be repaired, any damage to the Parking Ramp, the Parking Parcel or the ROW caused by Developer's or its agents', employees', customers', invitees', designees', licensees', or tenants' activities in connection with the Skywalk.

7. Indemnity. Developer shall indemnify, save harmless and defend the City and its officers, agents and employees from and against any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including reasonable attorney costs and fees, for claims of any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the Parking Ramp Connection or the ROW Skywalk in connection with the Skywalk by Developer or its agents, employees, customers, invitees, designees, licensees, and tenants.

8. Insurance. During the term of this Agreement, Developer shall obtain and maintain the insurance coverages in the amounts included in, and otherwise comply with, the insurance requirements set forth on Schedule I attached hereto or such other insurance requirements reasonably acceptable to the City (for this purpose, the City acceptance is delegated to the City Attorney) to insure against injury to property, person, or loss of life arising out of Developer's, or any of its agents', employees', customers', invitees', designees', licensees', or tenants' activities with respect to the Skywalk.

9. Miscellaneous.

(a) Headings. Paragraph and subparagraph headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

(b) Waiver. No delay or omission by the City or Developer to exercise any right or power occurring upon any non-compliance or failed performance by the other under the provisions of this

Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by the City or Developer of any of the covenants, conditions or agreements hereof to be performed by another, shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement contained herein.

(c) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

(d) Amendments to be in Writing. No amendment to this Agreement shall be effective to add to, change, modify, waive or discharge this Agreement in whole or in part, unless such amendment is in writing and signed by all parties bound hereby.

(e) Covenants Running With the Land. All of the easements, restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the City and Developer and their respective successors and assigns.

(f) Partial Invalidity. If any provisions, or portions thereof, of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(g) Interpretation. This Agreement is the product of negotiations between the parties. As such, the Agreement shall not be construed against one party or another merely because such party drafted some part or all of this Agreement.

(h) Authority. The execution and delivery of this Agreement by a party and the execution by the person signing this Agreement on behalf of such party has been duly authorized by all necessary action of such party. This Agreement constitutes a valid and binding obligation of each party. None of the execution, delivery, or performance of a party's obligations under this Agreement will violate or conflict with any other agreement by which such party is bound.

(i) Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

(j) Force Majeure. For the purposes of any provisions of the Agreement, a party shall not be considered in breach or default of its obligations in the event of delay in the performance of such obligations to the extent due to a Force Majeure event. As used herein, "Force Majeure" means any event that (i) renders it impossible for the affected party to perform its obligations under this Agreement, (ii) is beyond the reasonable control of the affected party, (iii) is not caused by the intentional misconduct, gross negligence, or recklessness of the affected party, and (iv) cannot be avoided by the exercise of due diligence by the affected party, including the expenditure of a commercially reasonable sum of money. Subject to the satisfaction of the conditions set forth in clauses (i) through (iv) of the foregoing definition, Force Majeure shall include, without limitation: (A) strikes or other labor conflicts that are not motivated by the breach of any other contract on the part of the affected party, strikes or other labor disputes that cause the delay of any major equipment supplied by a third party, a lockout, industrial dispute or disturbance; (B) civil disturbance, an act of a public enemy, war (whether or not declared), a riot, blockage, insurrections, terrorism, uprisings, sabotage and commercial embargoes against the United States of America (or against any other country if it impacts the delivery of any major equipment supplied by a third party); (C) an epidemic or pandemic; (D) natural phenomena such as hurricane, tornado, landslide, lightning, windstorm, earthquake, explosion, storm, flood; (E) fires, (F) inability to obtain or a delay in obtaining easements,

rights-of-way or permits (provided such delay or inability was not caused by the party claiming Force Majeure); (G) acts, failures to act or orders of any kind of any governmental authority acting in its regulatory or judicial capacity (provided that the party claiming Force Majeure did not create or contribute to such act, failure or act or order); (H) the inability of either of the parties, despite having exercised its commercially reasonable efforts, to obtain in a diligent and proper manner any permits necessary for such party's compliance with its obligations under this Agreement; (I) transport accidents, whether they be maritime, rail, land or air; (J) equipment failure or equipment damage (provided such failure or damage was not caused by the intentional misconduct, gross negligence or recklessness of the party claiming Force Majeure); and (K) a material change in law or any other cause, whether enumerated herein or otherwise, not within the control of the party claiming Force Majeure, which precludes that party from carrying out, in whole or in part, its obligations under this Agreement. Force Majeure with respect to a party shall not include any of the following events: (1) financial difficulties of such party; (2) changes in market conditions affecting such party; or (3) delay in the compliance by any contractor or subcontractor of such party, except where such delay is caused by circumstances which would otherwise constitute Force Majeure under this Agreement if such party were the affected person

(k) No Personal Liability. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of the City have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

DEVELOPER:

FOUNDRY ON 3RD PH 1, LLC

By: T. Wall Enterprises Manager, LLC,
a Wisconsin limited liability company,
its Manager

By: _____
Terrence R. Wall, President

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

Personally came before me this ___ day of _____, 2024, the above-named Terrence R. Wall, President, to me known to be the President of T. Wall Enterprises Manager, LLC, a Wisconsin limited liability company, the Manager of FOUNDRY ON 3RD PH 1, LLC and the person who executed the foregoing document and acknowledged the same.

Print Name: _____
Notary Public, State of _____
My commission: _____

THE CITY:

THE CITY OF WAUSAU, WISCONSIN

By: _____
Katie Rosenberg, Mayor

Attest:

By: _____
Kaitlyn Bernarde, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2024, Katie Rosenberg and Kaitlyn Bernarde, as Mayor and Clerk, respectively, of the above-named City of Wausau, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk, respectively, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Wausau, Wisconsin, by its authority.

Print Name:

Notary Public, State of Wisconsin
My commission: _____

This instrument was drafted by:

Jeffrey R. Schneider
Quarles & Brady LLP
33 East Main Street, Suite 900
Madison, Wisconsin 53703

SCHEDULE I

City's Insurance Requirements

Developer, during the term of this Agreement, and any contractor engaged by Developer to perform any work on the Skywalk, during the time such contractor is performing any work on the Skywalk, shall procure and maintain insurance coverage in the following amounts and types:

- (a) Property Insurance – Insurance against loss or damage to the Skywalk under an “all risk” or “special form” insurance policy, which shall include coverage against all risks of direct physical loss, including but not limited to loss by fire, lightning, wind, terrorism, and other risks normally included in the standard ISO special form.

- (b) Professional Liability – if project includes the use of engineers, architects, or other professionals, the below coverage and limits apply:
 - (1) Limits
 - (i.) \$1,000,000 each claim
 - (ii.) \$1,000,000 annual aggregate
 - (2) Must continue coverage for 2 years after final acceptance of service/job/work.

- (c) PROPERTY INSURANCE COVERAGE (BUILDERS RISK INSURANCE) to be provided by the contractor, if the exposure exists.
 - i. The “property” insurance amount must be at least equal to the total value of the structure(s), plus or minus any change orders. It must also include value of Engineering or Architect fees, claims preparation costs, and owner furnished equipment.
 - ii. Covered property must include property on the project work sites, property in transit, property stored off the project work sites, and any equipment furnished by the City.
 - iii. Coverage must be on a Replacement Cost basis, with no co-insurance penalties.
 - iv. The City, Consultants, architects, architect consultants, engineers, engineer consultants, contractors, and subcontractors must be added as named insureds to the policy.
 - v. Coverage must be written on a “special form” or “all risk” perils basis. Coverage to include collapse.
 - vi. Coverage must include coverage for Water Damage (including but not limited to flood, surface water, hydrostatic pressure) and Earth movement.
 - vii. Coverage must be included for Testing and Start up.
 - viii. If the exposure exists, coverage must include Boiler & Machinery including mechanical or electrical breakdown coverage.
 - ix. Coverage must include Building Ordinance or Law coverage with a limit of at least 5% of the contract amount.
 - x. The policy must cover/allow Partial Utilization by owner.
 - xi. Coverage must include a “waiver of subrogation” against any named insureds or additional insureds.
 - xii. Contractor will be responsible for all deductibles and coinsurance penalties

- (d) Commercial General Liability Coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:
 - (i.) \$1,000,000 each Occurrence limit
 - (ii.) \$1,000,000 Personal and Advertising Injury limit
 - (iii.) \$2,000,000 general aggregate (other than Products-Completed Operations) per project
 - (iv.) \$2,000,000 Products-Completed Operations aggregate
 - (v.) \$50,000 Fire Damage limit – any one fire
 - (vi.) \$5,000 Medical Expense limit – any one person

- (vii.) Products-Completed Operations coverage must be carried for two years after final acceptance of work.
- (e) Automobile Liability Coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1 – “Any Auto” basis.
- (f) Worker’s Compensation and Employer’s Liability if required by Wisconsin State Statute or any Worker’s Compensation Statutes of a different state. Must carry coverage for Statutory Worker’s Compensation and an Employer’s Liability with limits of:
- (i.) \$100,000 Each Accident,
 - (ii.) \$500,000 Disease-Policy Limit
 - (iii.) \$100,000 Disease-Each Employee
 - (iv.) Employer’s Liability limits must be sufficient to meet umbrella liability insurance requirements.
- (g) Umbrella Liability Coverage at least as broad as the underlying Commercial General Liability, Automobile Liability, and Employer’s Liability, with a minimum limit of \$4,000,000 each occurrence and \$4,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City. Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.
- (h) Installation Floater/Developer’s Equipment or Property – The contractor is responsible for loss and coverage for these exposures. City will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors. This includes but is not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or subcontractor of any tier.
- (i) Applicable Requirements and Provisions for Liability Insurance of Developers/Contractors
- (i.) Primary and Non-contributory requirement - All insurance must be primary and non-contributory to any insurance or self-insurance carried by City.
 - (ii.) Acceptability of Insurers - Insurance is to be placed with insurers who have an A.M. Best rating of no less than A- and a Financial Size Category rating of no less than Class VII, and who are authorized as an admitted insurance company in the State of Wisconsin.
 - (iii.) Additional Insured Requirements - The following must be named as additional insureds on all liability policies: City of Wausau, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products – Completed Operations additional insured coverage per ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Worker’s Compensation policies or Professional Liability policy.
 - (iv.) Waivers of Subrogation – All developer and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Wausau, its officers, elected or appointed officials, agents, employees, and authorized volunteers.
 - (v.) Deductibles and Self-Insured Retentions - Any deductible or self-insured retention in the developer’s policy must be declared to the City of Wausau and satisfied by the contractor.
 - (vi.) Evidence of Insurance - Prior to execution of the Agreement, the Developer shall file with the City a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer’s representative evidencing the coverage required by this Contract. In addition, form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed

operations exposure must also be provided or its equivalent on the Commercial General Liability coverage.

- (vii.) Limits and Coverage – The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Developer under this Agreement.

- (viii.) Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days' prior written notice to the City of Wausau, except where cancellation is due to the non-payment of premiums, in which event, 10 days' prior written notice shall be provided.

EXHIBIT A

Parking Parcel Legal Description

Lot 7 of Alexander Davis Plat in the City of Wausau, Marathon County, Wisconsin.

EXHIBIT B

Developer Parcel Legal Description

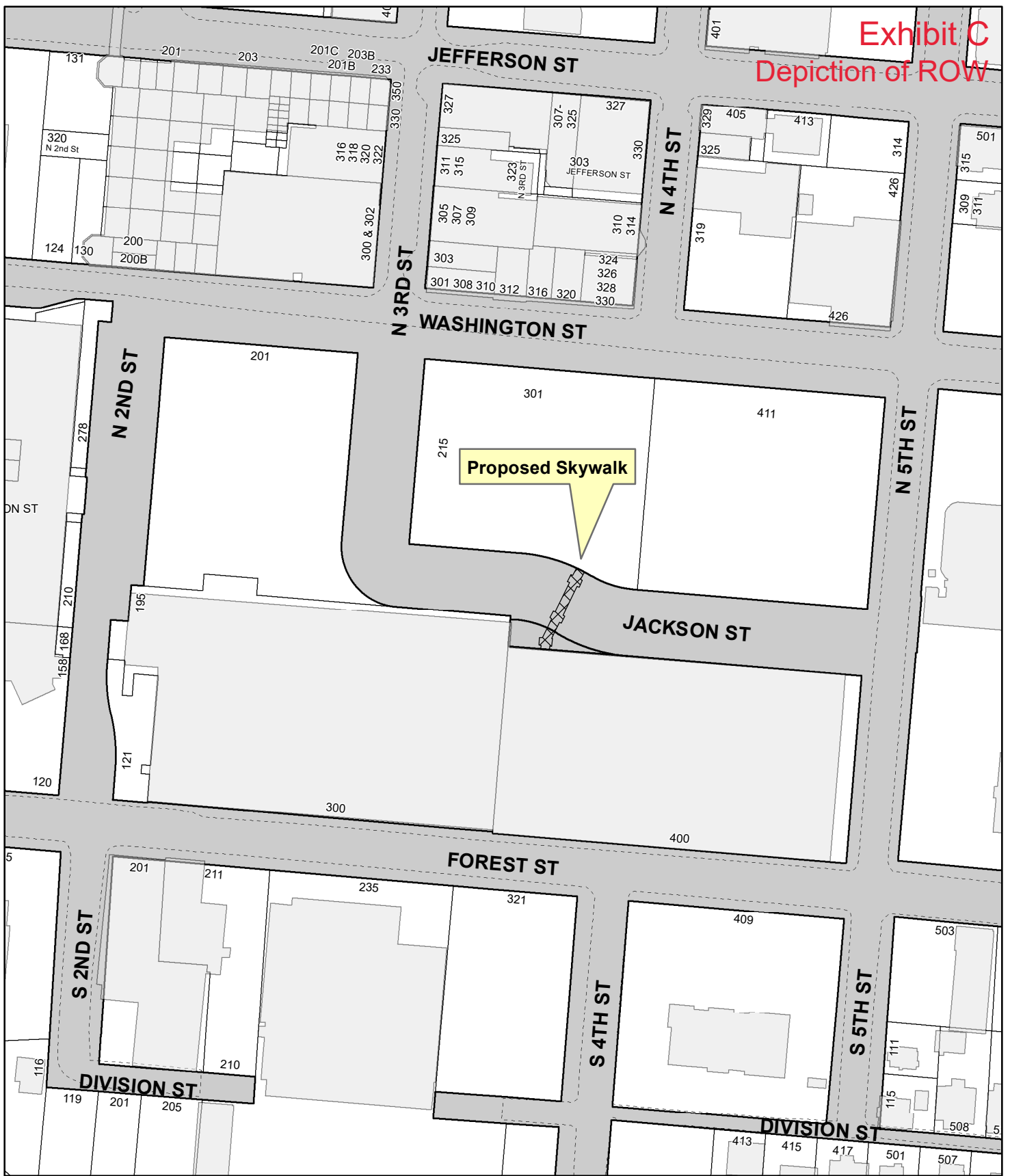
Lot 4 of Alexander Davis Plat in the City of Wausau, Marathon County, Wisconsin.

EXHIBIT C

Depiction of ROW

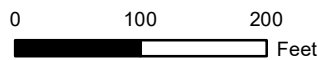
[See attached.]

Exhibit C
Depiction of ROW



Map Date: February 5, 2024

City of Wausau
Marathon County Wisconsin



- Parcels
- Right - of - Way
- Road Edge
- Building Footprints
- Proposed Skywalk

Map Location

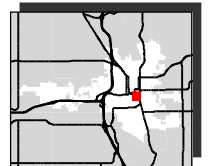


EXHIBIT D

Parking Ramp Easement Area

[See attached]

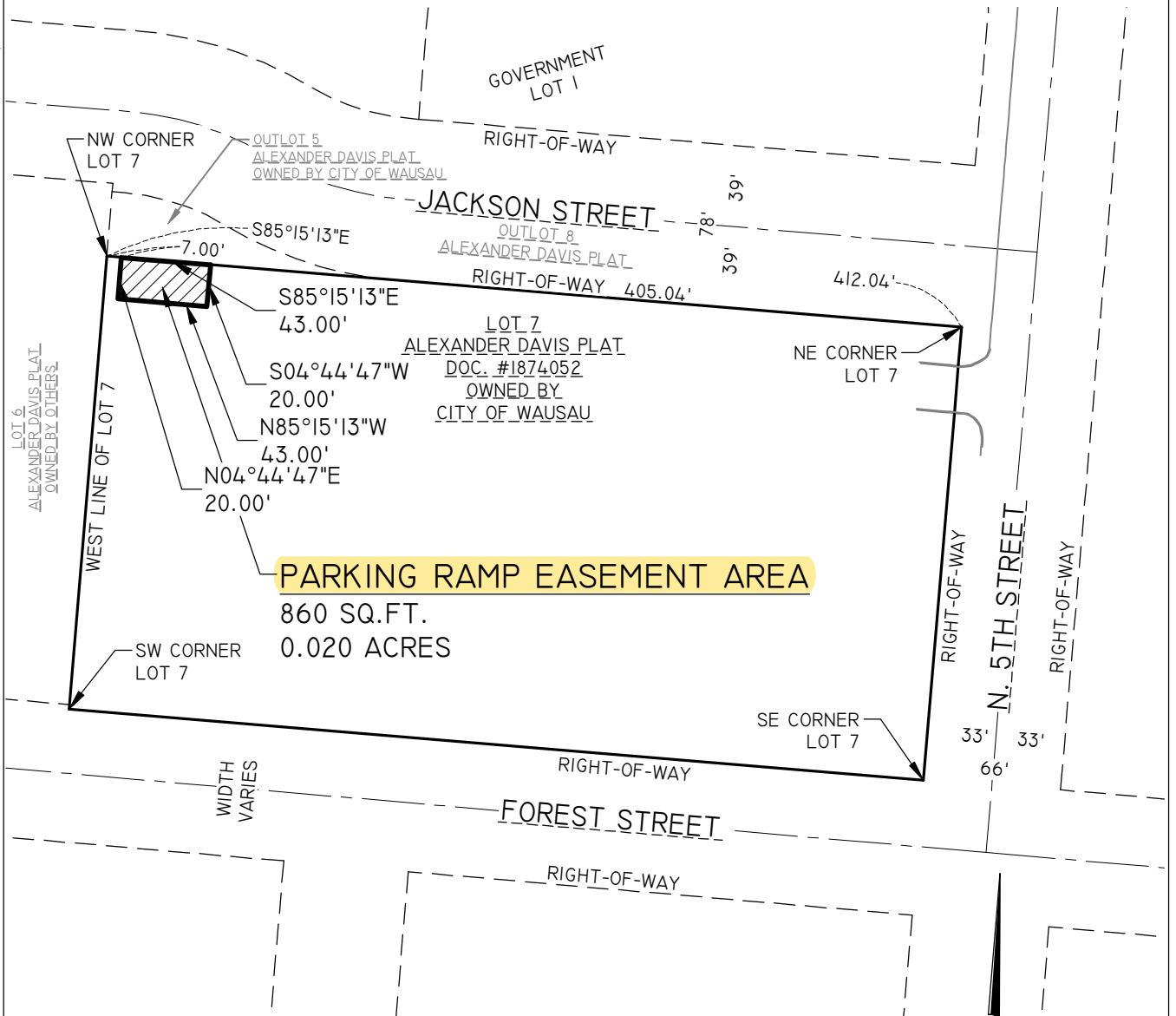
EXHIBIT MAP

AN EASEMENT BEING PART OF LOT 7 OF ALEXANDER DAVIS PLAT, RECORDED AS DOCUMENT NUMBER 1874052 IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; LOCATED IN GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBES AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE SOUTH 85°15'13" EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 7, 7.00 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUING SOUTH 85°15'13" EAST, COINCIDENT WITH SAID NORTH LINE OF SAID LOT 7, 43.00 FEET; THENCE SOUTH 04°44'47" WEST, 20.00 FEET; THENCE NORTH 85°15'13" WEST, 43.00 FEET; THENCE NORTH 04°44'47" EAST, 20.00 FEET TO SAID NORTH LINE OF LOT 7 AND THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 860 SQUARE FEET, OR 0.020 ACRES, MORE OR LESS.

SAID EASEMENT IS SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

DRAWING FILE: P:\19400-9499\19485C - Proposed Lot 4\DRAWING\SURVEY\19485C EASEMENT EXHIBIT D.DWG LAYOUT: EXHIBIT MAP-VERTICAL PLOTTED: MAY 23, 2023 - 1:41PM PLOTTED BY: JOSHUA P



NOTES:
 1. BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM NAD 83(2011) DATUM AND REFERENCED TO THE WEST LINE OF LOT 7 OF ALEXANDER DAVIS PLAT, RECORDED TO BEAR NORTH 04°45'07" EAST.



REI Engineering, INC.

FOUNDRY ON 3RD PH, 1, LLC 215 NORTH 3RD STREET WAUSAU, WISCONSIN 54403	FIGURE : EXHIBIT MAP D		
	PROJECT NO. 9485C	DRAWN BY: JWP	DATE: 5/23/2023

EXHIBIT E-1

ROW Anchor Encroachment Area

[See attached]

EXHIBIT MAP

AN EASEMENT BEING PART OF THE RIGHT-OF-WAY OF JACKSON STREET AND OUTLOT 5, AS SHOWN ON THE ALEXANDER DAVIS PLAT, RECORDED AS DOCUMENT NUMBER 1874052, IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; LOCATED IN GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 7 OF SAID ALEXANDER DAVIS PLAT AND THE SOUTH RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE SOUTH 85°15'13" EAST, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE OF JACKSON STREET, 35.76 FEET; THENCE NORTH 04°44'25" EAST, 4.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 04°44'25" EAST, 9.00 FEET; THENCE SOUTH 85°15'35" EAST, 15.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE SOUTH 04°44'25" WEST, 9.00 FEET; THENCE NORTH 85°15'35" WEST, 15.00 FEET TO THE POINT OF BEGINNING.

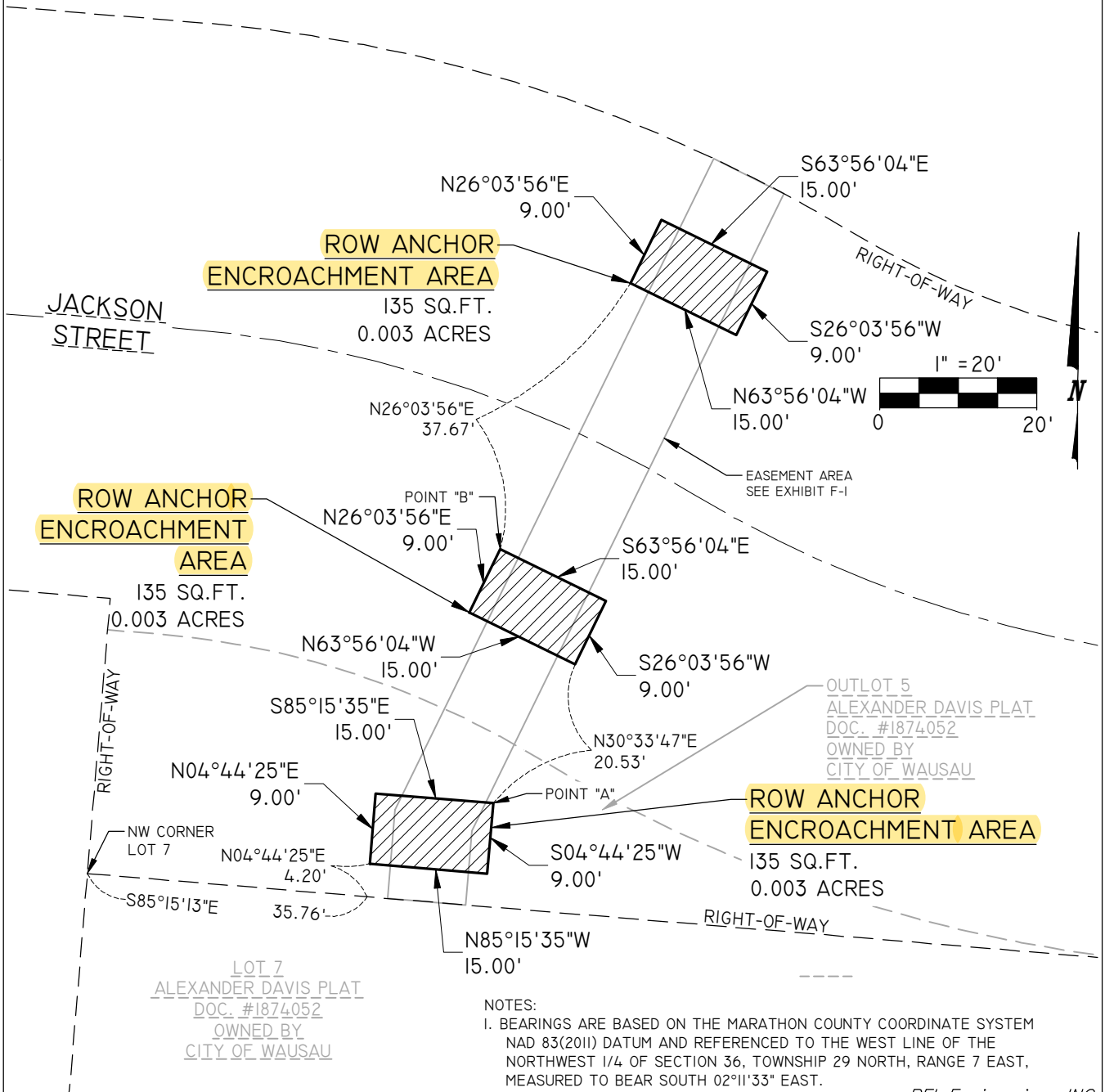
AND, COMMENCING AT THE AFOREMENTIONED POINT "A"; THENCE NORTH 30°33'47" EAST, 20.53 FEET TO THE POINT OF BEGINNING; THENCE NORTH 63°56'04" WEST, 15.00 FEET; THENCE NORTH 26°03'56" EAST, 9.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE SOUTH 63°56'04" EAST, 15.00 FEET; THENCE SOUTH 26°03'56" WEST, 9.00 FEET TO THE POINT OF BEGINNING.

AND, COMMENCING AT THE AFOREMENTIONED POINT "B"; THENCE NORTH 26°03'56" EAST, 37.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 26°03'56" EAST, 9.00 FEET; THENCE SOUTH 63°56'04" EAST, 15.00 FEET; THENCE SOUTH 26°03'56" WEST, 9.00 FEET; THENCE NORTH 63°56'04" WEST, 15.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENTS CONTAINS 405 SQUARE FEET, OR 0.009 ACRES, MORE OR LESS.

SAID EASEMENTS ARE SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

DRAWING FILE: P:\19400-9499\19485C - Proposed Lot 4\DRAWING\SURVEY\19485C EASEMENT EXHIBIT F.DWG LAYOUT: NEW E-1 PLOTTED: MAY 23, 2023 - 11:59PM PLOTTED BY: JOSHUA P.



WAUSAU OPPORTUNITY ZONE
301 WASHINGTON STREET
WAUSAU, WISCONSIN 54403

FIGURE : EXHIBIT MAP E-1		DATE: 5/23/2023	
PROJECT NO. 9485C	DRAWN BY: JWP		

NOTES:
1. BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM NAD 83(2011) DATUM AND REFERENCED TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, MEASURED TO BEAR SOUTH 02°11'33" EAST.

REI Engineering, INC.

EXHIBIT E-2

ROW Skywalk Encroachment Area

[See attached]

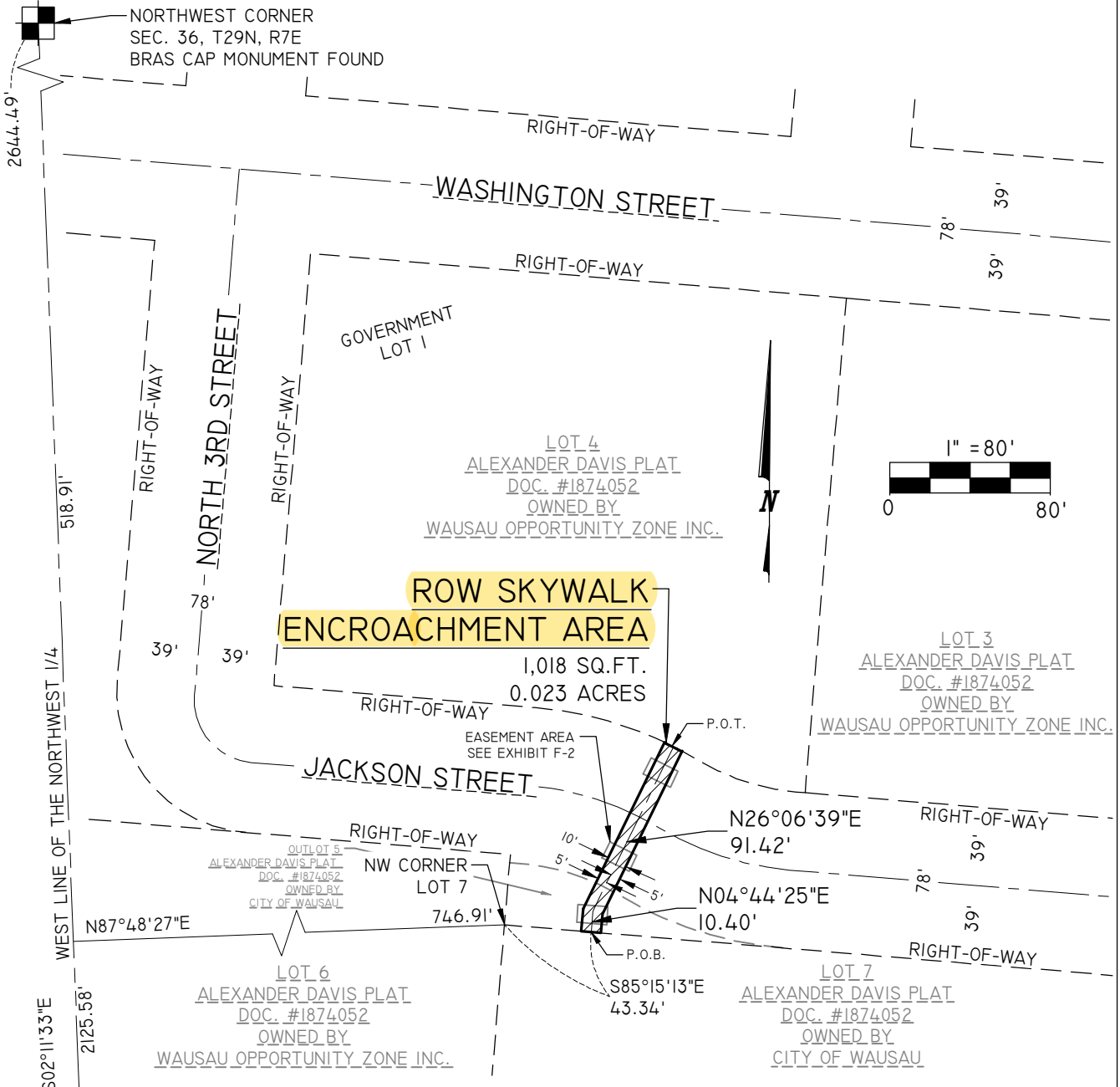
EXHIBIT MAP

A 10' WIDE EASEMENT BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEING PART OF THE RIGHT-OF-WAY OF JACKSON STREET AND OUTLOT 5, AS SHOWN ON THE ALEXANDER DAVIS PLAT, RECORDED AS DOCUMENT NUMBER 1874052, IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; LOCATED IN GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE SOUTH 02°11'33" EAST, COINCIDENT WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 36, 518.91 FEET; THENCE NORTH 87°48'27" EAST, 746.91 FEET TO THE NORTHWEST CORNER OF LOT 7 OF SAID ALEXANDER DAVIS PLAT AND THE SOUTH RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE SOUTH 85°15'13" EAST, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE OF JACKSON STREET, 43.34 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE NORTH 04°44'25" EAST, 10.40 FEET; THENCE NORTH 26°06'39" EAST, 91.42 FEET TO THE NORTH RIGHT-OF-WAY LINE OF JACKSON STREET AND THE POINT OF TERMINATION OF SAID CENTERLINE.

SAID EASEMENT CONTAINS 1,018 SQUARE FEET, OR 0.023 ACRES, MORE OR LESS.
SAID EASEMENT IS SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

DRAWING FILE: P:\19400-9499\19485C - Proposed LOT 4\DRAWING\SURVEY\19485C EASEMENT EXHIBIT F.DWG LAYOUT: NEW E-2 PLOTTED: MAY 23, 2023 - 1:39PM PLOTTED BY: JOSHUA P



NOTES:
1. BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM NAD 83(2011) DATUM AND REFERENCED TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, MEASURED TO BEAR SOUTH 02°11'33" EAST.

REI Engineering, INC.

WAUSAU OPPORTUNITY ZONE 301 WASHINGTON STREET WAUSAU, WISCONSIN 54403	FIGURE : EXHIBIT E-2		
	PROJECT NO. 9485C	DRAWN BY: JWP	DATE: 5/23/2023

EXHIBIT E

Form of Balcony Easement

[Attached.]

EASEMENT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2024, by and between the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, herein referred to as “City,” Grantor, and Foundry on 3rd Ph 1, LLC, Grantee;

WITNESSETH:

WHEREAS, City owns a public right of way known as Washington Street, N. 3rd Street and Jackson Street that is integral for the public to access certain properties; and

WHEREAS, Grantee intends to construct a building on property that abuts on City’s right of way; and

WHEREAS, Grantee has requested permission to build multiple elevated balconies off the [] elevations of its building that would encroach in the air space above the right of way; and

WHEREAS, City is willing to permit Grantee to construct the proposed encroachments upon certain terms and conditions, including hold harmless and insurance provisions; and

WHEREAS, the area encompassed by this easement is described as follows:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by and between the parties as follows:

1. City hereby grants to Grantee an easement onto and over the public right-of-way adjacent to the building on both _____ Street and _____ Street which easement shall be for the purpose of establishing and maintaining, multiple elevated balconies encroaching in the air space above the right of way, as follows:
 - (a) Multiple elevated balconies off the ____ and ____ elevation of Grantee’s building that will encroach not more than ____ feet into the City’s right of way. The elevated balconies shall be located in such a manner that the lowest area of encroachment into the air space above the right of way area is at least ____ feet above the ground within the said easement.
 - (b) [Repeat as necessary for directional elevation.]
2. Grantee agrees to undertake construction of the encroachments in a manner which will not unnecessarily interfere with the existing right of way in the easement area.
3. This easement shall continue for so long as multiple elevated balconies encroach in the air space above the right of way.

Recording Area

Name and Return Address

City of Wausau Engineering Department
407 Grant Street
Wausau, WI 54403

PIN: 291.

4. Grantee agrees not to erect, cause to be erected, or place any other structures, whether permanent or temporary, in the air space above the easement, other than the encroachments described herein.
5. Grantee shall maintain liability insurance coverage for its operations on and activities at its location including the easement area, which insurance shall be suitable to City and in an amount not less than one million dollars. City shall be named as an additional insured on the policy. Grantee shall increase these insurance limits upon the reasonable request of City.
6. Grantee hereby expressly agrees to release, indemnify and hold harmless City, City's employees, agents and officers, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature which may be sustained 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 Grantee's and/or anyone else's operations, actions or omissions on that portion of the easement area owned by City; specifically included within this release, indemnification and hold harmless our attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.
7. Grantee shall be responsible to maintain the improvements in the easement area, and if the Grantee fails to adequately maintain its improvements encroaching in the air space, City may provide Grantee with a written notice setting forth the needed repairs or maintenance. If it is determined that work is, in fact, needed in the easement area, and if the Grantee does not commence such work within ninety days from the date of receipt of the aforesaid written notice, and such failure to commence such maintenance or repair work is not due to a cause beyond Grantee's control, then City may perform such work and Grantee shall reimburse City for all costs incurred in performing such work.
8. This agreement shall run with the land, encumbering the air space above the property encompassed by the easement area, and shall be binding on and shall enure to the benefit of the parties hereto and to their respective successors and assigns, for so long as the aforementioned balconies encroach in the air space above the easement area.
9. The terms of this agreement are transferable by Grantee; however, City must be given notice, in writing, of any transfer.

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

[Signatures on following page]

Proposed Balcony R/W Encroachment Easement
benefiting
215 N. 3rd Street/301 Washington Street
291-2907-362-0262

Part of Outlot 8, Alexander Davis Plat, Government Lot 1, Section 36, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

The Southerly 3 feet of said Outlot 8 (being the Washington Street right-of-way) lying Northerly of and immediately adjacent to the Westerly 230 feet of Lot 4, said Alexander Davis Plat;

and also;

The Easterly 3 feet of said Outlot 8 (being the North 3rd Street right-of-way) lying Westerly of and immediately adjacent to said Lot 4;

and also;

The Northerly 6 feet of said Outlot 8 (being the Jackson Street right-of-way) lying Southerly of and immediately adjacent to the Westerly 75 feet of said Lot 4.



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808


Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Tegan Troutner
Assistant City Attorney

STAFF MEMO

TO: Economic Development Committee

FROM: Anne Jacobson, City Attorney 

DATE: February 1, 2024

RE: Vandy Enterprises, LLC – Wausau Industrial Park (6335 and 6235 Packer Drive)

Request

Vandy Enterprises, LLC (“Seller”) is an affiliate (by common ownership) of Mid-State Truck Service, Inc., which occupies the property located at 6335 and 6235 Packer Drive, as a tenant. Mid-State Truck Service, Inc. is selling substantially all of its assets and business to ATRH Wausau, LLC (Buyer), which is an affiliate (by common ownership) of Ascendance Trucks Central, LLC, which is purchasing the business.

Seller has requested of the City, waiver of the City’s right to repurchase the property and/or to record a revised set of deed restrictions, a clean copy of which is included in this packet.

Background

The existing sets of deed restrictions affecting these two parcels require a waiver of the City’s right of first refusal to transfer the property. The sale of the actual property will be conveyed once City approval is obtained. Other assets will be conveyed separately on February 2. The purchase price for these two parcels of real estate is \$6.7 million, for purposes of considering purchase of the parcels at the bona fide price offered to the seller.

You will note from the attached list that since the Council adopted an updated set of Standard Deed Restrictions (“New Restrictions”) on April 12, 2022, this is the seventh conveyance in the business campus, in which the City was requested to revise the New Restrictions. Additionally, four (4) conveyances occurred after the City waived its right to repurchase the property, *without* addressing the then existing recorded deed restrictions.

The sixth transaction included a specific waiver of right of first refusal to repurchase the property, in addition to terminating the existing deed restrictions (which required the same), and recording a revised set with modifications to the Council’s New Restrictions.

For the most part, the modifications requested and approved to the New Restrictions have been consistent, except where unique circumstances warrant further modification.

Options

1. The Council (Economic Development Committee, upon recommendation) may elect to waive its right to repurchase the property (2.) and consent to the transfer of such property (3.) for purposes of allowing the remainder of the transaction to close after February 13; the sets of existing Deed Restrictions would be revisited and revised thereafter.
2. The Council may elect, as it did with the last preceding transfer, to consent to the transfer, waive its right to repurchase, terminate the existing deed restrictions, and approved revised deed restrictions, whether those be the New Restrictions, or the requested set.
3. The Council may elect, to do what it did on the first five (5) transfers, and that is, to terminate the existing deed restrictions (thus obviating the need to consent to the transfer and waive the right to repurchase) *and* approve a revised set, whether those be the New Restrictions, or the requested set.

Enc. List of Transfers

Resolution and new Standard Deed Restrictions

Requested set of revised Deed Restrictions (identical for both parcels)

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE	
Approving new Standard Deed Restrictions for Wausau Business Campus	
Committee Action:	Approved 5-0
Fiscal Impact:	None
File Number:	00-1017
Date Introduced:	April 12, 2022

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

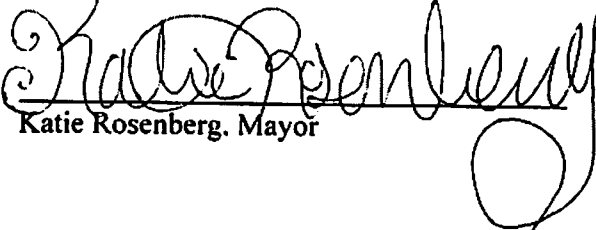
RESOLUTION

WHEREAS, City staff has reviewed the Business Campus Standard Deed Restrictions and has proposed new Standard Deed Restrictions; and

WHEREAS, your Economic Development Committee, at their March 1 and April 5, 2022 meetings, discussed and recommended approving the new Standard Deed Restrictions.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the attached City of Wausau Standard Deed Restrictions for Wausau Business Campus are hereby approved.

Approved:



 Katie Rosenberg, Mayor

CITY OF WAUSAU STANDARD DEED RESTRICTIONS
FOR WAUSAU BUSINESS CAMPUS

1. The City of Wausau (CITY) shall have the option of repurchasing the land at the sale price paid by GRANTEE for the property, plus the cost, less depreciation, if any, of any documented, mutually agreed upon improvements made to the property, under either of the following circumstances: ("Improvements" shall include all labor and material costs not previously reimbursed by CITY in connection with the purchase, hauling, placement, and compaction of fill necessary to bring the land to grade.)
 - a. GRANTEE fails to start construction within one year of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).
 - b. GRANTEE fails to complete construction within two years of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).
2. Exercise of its option to repurchase the property under either of the circumstances described in Paragraph 1 shall be by a Resolution adopted by the CITY. Such option shall be exercisable upon delivery in writing of a notice by the CITY to the GRANTEE within three months after the expiration of such one or two year period. Conveyance to the CITY shall take place within 60 days following the exercise of such option on such date as shall be designated by the CITY specified in such notice, by warranty deed free and clear of all liens and encumbrances created by act or default of the GRANTEE.
3. CITY shall approve any sale or transfer of the property or improvements on the property to a tax-exempt entity, as evidenced by a resolution adopted by the CITY, authorizing such action. The CITY does not need to approve the sale or transfer to tax paying entities, so long as the use of the property complies with zoning ordinances.
4. Any use of the property or buildings on the property and all improvements placed on the premises and any alterations done thereto shall fully comply with the CITY's zoning ordinances, and any and all other laws, codes and regulations.
5. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without fully complying with the CITY's zoning ordinances.
6. GRANTEE shall submit to CITY plans and specifications meeting the site design and land use requirements in the CITY's zoning ordinance as to the improvements intended to be placed thereon, and a timetable showing anticipated completion dates of the improvements. Site Plan approval from the CITY is required prior to start of construction. Development of the property shall match plans and specifications approved by the CITY. All site improvements shall be completed within 6 months from the time of issuance of a building occupancy permit and zoning certification of compliance.
7. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery, and properly maintained. All unimproved areas shall be maintained in a weed-free condition. Grass shall be maintained in accordance with Municipal Code. A proposed

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

8. The construction of all buildings and improvements placed on the premises and any alterations or future additions done thereto shall fully comply with CITY's zoning ordinances, and any and all other laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with building setbacks, parking and off-street loading, roadway access, stormwater, lighting, fire protection, and hard surfacing provisions of CITY Code.
9. Before any outside area is used for storage, or storage or parking of trucks, trailers, tractors and other motor vehicles, prior approval or site plan approval for such storage parking must be received, in writing, from the CITY.
10. No land shall be developed or altered that results in flooding, erosion, or sedimentation to adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area or other storm water management facility.
11. CITY shall retain possession to any and all of the black dirt and topsoil on the premises. Excess land fill material, other than black dirt and topsoil not wanted by GRANTEE, shall not be removed from the premises by the GRANTEE without first offering the same to CITY, free of charge.
12. There shall be no on-site dumping of anything contrary to CITY health and sanitation and zoning ordinances.
13. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.
14. The CITY may, unilaterally, in the future, by Resolution, exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances. The CITY may, unilaterally, in the future, by Resolution, require Grantee to grant the City any easement needed for public purposes without cost to the City.
15. These restrictions supersede any conflicting restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the CITY, and/or recorded in the office of the Marathon County Register of Deeds, which affect the land which is subject to this deed. Any restrictions, regulations, covenants and/or encumbrances which affect the land which is subject to this deed, and which are not in conflict with these restrictions herein, are still specifically deemed to be in full force and effect.
16. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.
17. These deed restrictions may be enforced by the CITY by either or both of the following methods:

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

Updated 4/12/22

A set of new standard deed restrictions for the Business Campus was approved by Council on April 12, 2022.

Since that time, the Council has approved the following *Terminations and New Deed Restrictions*:

1. R3JAS3 LLC (3/8/22) - Termination of existing deed restrictions and approval of new standard deed restrictions with the following modifications:
 - Deleted city's option to repurchase
 - Deleted submitting plans and specs for construction
 - Deleted proposed landscape plan
2. Badger Liquor Co., Inc. (4/12/22) – Termination of existing deed restrictions and approval of new standard deed restrictions with no modifications.
3. Wausau Coated Enterprises II, LLC (2/28/23) – Restriction regarding construction commencing within one year of conveyance along with the completion of construction within two years from date of conveyance was terminated.
4. Jesse Well Investments, LLC (6/13/23) – Termination of existing deed restrictions and approval of new standard deed restriction with the following modifications:
 - Deleted city's option to repurchase
 - Deleted submitting plans and specs for construction
 - Deleted proposed landscape plan
5. RMG Holdings, LLC (8/8/23) - Termination of existing deed restrictions and approval of new standard deed restrictions with the following modifications:
 - Deleted city's option to repurchase
 - Deleted submitting plans and specs for construction
 - Deleted proposed landscape plan
6. Suthers Family Limited Partnership (9/12/23) – Termination of existing deed restrictions and approval of new standard deed restrictions with the following modifications:
 - Deleted city's option to repurchase
 - Deleted submitting plans and specs for construction
 - Deleted proposed landscape plan
 - Added City shall retain possession to any and all black dirt and topsoil
 - Added additional easement language

Approval also included Waiver of First Right of Refusal to Repurchase Property

Council also approved the following *Waivers of First Right of Refusal to Repurchase Property*:

1. Westside Warehousing of Wausau, LLC (10/25/22)
2. Westside Realestate, LLC (10/25/22)
3. Arthur Rentals-Wisconsin, Inc. (12/13/22)
4. Polywood Properties, LLC (3/14/23)

Document No.

**TERMINATION AND DEED
RESTRICTIONS FOR
WAUSAU WEST BUSINESS
AND INDUSTRIAL PARK**

Document Title

THIS TERMINATION AND DEED RESTRICTIONS FOR WAUSAU WEST BUSINESS AND INDUSTRIAL PARK (“Agreement”) is entered into as of the Effective Date set forth with the signatures below by the CITY OF WAUSAU (“City”) and consented to by SUTHERS FAMILY LIMITED PARTNERSHIP, a Wisconsin limited partnership (“Owner”).

WHEREAS, City is the beneficiary of certain deed restrictions and a right of first refusal contained in that certain Warranty Deed dated April 22, 1969, and recorded in the office of the Register of Deeds for Marathon County, Wisconsin as Document No. 601976 (the “1969 Deed Restrictions”); and

WHEREAS, City is also the beneficiary of certain deed restrictions and a right of first refusal contained in that certain Warranty Deed dated October 23, 1970, and recorded in the office of the Register of Deeds for Marathon County, Wisconsin as Document No. 620245 (the “1970 Deed Restrictions” and, together with the 1969 Deed Restrictions, the “Existing Deed Restrictions”); and

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

WHEREAS, Owner has received an offer to purchase the Property from ATCRH Wausau, LLC, a Delaware limited liability company (“ATCRH”) and Owner intends to transfer title to the Property to ATCRH or its assigns (the “Transfer”);

WHEREAS, the City desires to waive any right of first refusal or any other option or right to purchase the Property with respect to or as a result of the Transfer, and to otherwise terminate forever the Existing Deed Restrictions.

WHEREAS, Owner has requested the Deed Restrictions be revised; and

WHEREAS, the City recommends terminating forever the Deed Restrictions; and

WHEREAS, the City desires to institute, and the Owner desires to consent to, the terms and conditions of the New Deed Restrictions (as defined below) with respect to the Property;

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

Recording Area

Name and Return Address

Matthew D. Rowe
Ruder Ware, L.L.S.C.
P O Box 8050
Wausau WI 54402-8050

PIN: 291-2907-311-0971

1. Waiver of Right of First Refusal. The City hereby waives any right of first refusal or any other option to repurchase the Property with respect to or as a result of the Transfer.
2. Termination of Deed Restrictions. The Deed Restrictions, including, but not limited to, any City right of first refusal or option or right to purchase the Property, are hereby waived, released, and terminated forever.
3. New Deed Restrictions. The Property shall be subject to the following deed restrictions in favor of the City from and after the date hereof (collectively, the “New Deed Restrictions”):
 - a. CITY shall approve any sale or transfer of the Property to a tax-exempt entity, as evidenced by a resolution adopted by the CITY, authorizing such action. The CITY does not need to approve the sale or transfer to tax paying entities, so long as the use of the Property complies with zoning ordinances.
 - b. Any use of the Property or buildings on the Property and all improvements placed on the Property and any alterations done thereto shall fully comply with the CITY's zoning ordinances, and any and all other applicable laws, codes and regulations.
 - c. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery, and maintained in good condition and repair, ordinary wear and tear excepted. All unimproved areas not utilized for parking or outside storage shall be maintained in a weed-free condition. Grass shall be maintained in accordance with the Municipal Code. For the avoidance of doubt, the CITY acknowledges and agrees that, as of the date hereof, the Property is fully compliant with the requirements of this paragraph (c).
 - d. The construction of all buildings and improvements placed on the Property and any alterations or future additions done thereto shall fully comply with CITY's zoning ordinances, and any and all other applicable laws, codes and regulations.
 - e. From and after the date hereof, no land shall be intentionally developed or altered that results in flooding, erosion, or sedimentation to adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area or other storm water management facility.
 - f. Excess land fill material, other than black dirt and topsoil not wanted by OWNER, shall not be removed from the Property by the OWNER without first offering the same to CITY, free of charge. The CITY shall have ten (10) days in which to respond to a request from Owner regarding the removal of the excess land fill material. In the event the CITY does not respond within such 10-day period, the CITY shall be deemed to have waived its right to receive the excess land material and OWNER shall have the right to remove or dispose of same in its sole and absolute discretion.
 - g. There shall be no on-site dumping of anything in violation of CITY health and sanitation and zoning ordinances.
 - h. All railroad service to the Property shall be subject to any agreements in effect between the railroad company and CITY that affect the Property and which have been publicly recorded. Railroad lead tracks may not be used for loading or unloading purposes.

- i. The CITY may, unilaterally, in the future, by Resolution, exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances.
 - j. These restrictions supersede any conflicting restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the CITY, and/or recorded in the office of the Marathon County Register of Deeds, which affect the land which is subject to this deed, that have not been formally rescinded by the CITY. Any restrictions, regulations, covenants and/or encumbrances which affect the land which is subject to this deed, and which are not in conflict with these restrictions herein, are still specifically deemed to be in full force and effect.
 - k. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.
 - l. These deed restrictions may be enforced by the CITY by either or both of the following methods:
 - i. Action. The enforcement of the restrictions contained in these deed restrictions may be by proceeding at law or in equity against any person or persons breaching or attempting to breach any restriction, to restrain such breach or to recover damages.
 - ii. Notice and City's Right to Rectify. If any parcel owner has failed in any of the duties or responsibilities created by these deed restrictions, then the CITY may give Owner written notice of such failure and such Owner shall within thirty (30) days after receiving such notice, rectify the failure or breach (or such longer period of time, provided Owner commences the cure within such thirty (30) day period and thereafter diligently pursues the cure to completion). Should such Owner fail to rectify the failure or breach within the cure period prescribed above, then the CITY shall have the right and power to enter onto the parcel and perform such duty or responsibility without any liability for damages for wrongful entry, trespass, or otherwise to any person, excluding any damages arising from the negligence or willful misconduct of CITY or its agents, employees or contractors. The owner for whom such work is performed shall promptly reimburse the CITY for the CITY's reasonable costs and expenses within thirty (30) days after receipt of a statement of such work.
4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on Next Page]

Dated this ____ day of February 2024 (the "Effective Date").

CITY OF WAUSAU BY:

*Katie Rosenberg, Mayor

* Kaitlyn A. Bernarde, Clerk

AUTHENTICATION

Signature(s) _____

authenticated this ____ day of _____, 2023.

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

ACKNOWLEDGMENT

STATE OF WISCONSIN)

) ss.

MARATHON COUNTY)

Personally came before me this ____ day of February, 2024, the above named Katie Rosenberg, Mayor, and Kaitlyn A. Bernarde, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

* _____
Notary Public, State of Wisconsin
My commission: _____

OWNER:

VANDY ENTERPRISES LLC

* _____

AUTHENTICATION

Signature(s) _____

authenticated this ____ day of _____, 2023.

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

ACKNOWLEDGMENT

STATE OF _____)

) ss.

_____ COUNTY)

Personally came before me this ____ day of February, 2024, the above named _____
_____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

* _____
Notary Public, State of Wisconsin
My commission: _____

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

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Lot 2 of Certified Survey Map No. 14025 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 62 of Certified Survey Maps on page 32; being a part of the South 1/2 of the Northeast 1/4 of Section 31, Township 29 North, Range 7 East, in the City of Wausau, Marathon County, Wisconsin.

Tax Key No. 291-2907-311-0971

Address: 6235 Packer Drive

DRAFT

Document No.

**TERMINATION AND DEED
RESTRICTIONS FOR
WAUSAU WEST BUSINESS
AND INDUSTRIAL PARK**

Document Title

THIS TERMINATION AND DEED RESTRICTIONS FOR WAUSAU WEST BUSINESS AND INDUSTRIAL PARK (“Agreement”) is entered into as of the Effective Date set forth with the signatures below by the CITY OF WAUSAU (“City”) and consented to by SUTHERS FAMILY LIMITED PARTNERSHIP, a Wisconsin limited partnership (“Owner”).

WHEREAS, City is the beneficiary of certain deed restrictions and a right of first refusal contained in that certain Warranty Deed dated April 22, 1969, and recorded in the office of the Register of Deeds for Marathon County, Wisconsin as Document No. 601976 (the “1969 Deed Restrictions”); and

WHEREAS, City is also the beneficiary of certain deed restrictions and a right of first refusal contained in that certain Warranty Deed dated October 23, 1970, and recorded in the office of the Register of Deeds for Marathon County, Wisconsin as Document No. 620245 (the “1970 Deed Restrictions” and, together with the 1969 Deed Restrictions, the “Existing Deed Restrictions”); and

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

WHEREAS, Owner has received an offer to purchase the Property from ATCRH Wausau, LLC, a Delaware limited liability company (“ATCRH”) and Owner intends to transfer title to the Property to ATCRH or its assigns (the “Transfer”);

WHEREAS, the City desires to waive any right of first refusal or any other option or right to purchase the Property with respect to or as a result of the Transfer, and to otherwise terminate forever the Existing Deed Restrictions.

WHEREAS, Owner has requested the Deed Restrictions be revised; and

WHEREAS, the City recommends terminating forever the Deed Restrictions; and

WHEREAS, the City desires to institute, and the Owner desires to consent to, the terms and conditions of the New Deed Restrictions (as defined below) with respect to the Property;

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

Recording Area

Name and Return Address

Matthew D. Rowe
Ruder Ware, L.L.S.C.
P O Box 8050
Wausau WI 54402-8050

PIN: 29129073110970

1. Waiver of Right of First Refusal. The City hereby waives any right of first refusal or any other option to repurchase the Property with respect to or as a result of the Transfer.
2. Termination of Deed Restrictions. The Deed Restrictions, including, but not limited to, any City right of first refusal or option or right to purchase the Property, are hereby waived, released, and terminated forever.
3. New Deed Restrictions. The Property shall be subject to the following deed restrictions in favor of the City from and after the date hereof (collectively, the “New Deed Restrictions”):
 - a. CITY shall approve any sale or transfer of the Property to a tax-exempt entity, as evidenced by a resolution adopted by the CITY, authorizing such action. The CITY does not need to approve the sale or transfer to tax paying entities, so long as the use of the Property complies with zoning ordinances.
 - b. Any use of the Property or buildings on the Property and all improvements placed on the Property and any alterations done thereto shall fully comply with the CITY's zoning ordinances, and any and all other applicable laws, codes and regulations.
 - c. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery, and maintained in good condition and repair, ordinary wear and tear excepted. All unimproved areas not utilized for parking or outside storage shall be maintained in a weed-free condition. Grass shall be maintained in accordance with the Municipal Code. For the avoidance of doubt, the CITY acknowledges and agrees that, as of the date hereof, the Property is fully compliant with the requirements of this paragraph (c).
 - d. The construction of all buildings and improvements placed on the Property and any alterations or future additions done thereto shall fully comply with CITY's zoning ordinances, and any and all other applicable laws, codes and regulations.
 - e. From and after the date hereof, no land shall be intentionally developed or altered that results in flooding, erosion, or sedimentation to adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area or other storm water management facility.
 - f. Excess land fill material, other than black dirt and topsoil not wanted by OWNER, shall not be removed from the Property by the OWNER without first offering the same to CITY, free of charge. The CITY shall have ten (10) days in which to respond to a request from Owner regarding the removal of the excess land fill material. In the event the CITY does not respond within such 10-day period, the CITY shall be deemed to have waived its right to receive the excess land material and OWNER shall have the right to remove or dispose of same in its sole and absolute discretion.
 - g. There shall be no on-site dumping of anything in violation of CITY health and sanitation and zoning ordinances.
 - h. All railroad service to the Property shall be subject to any agreements in effect between the railroad company and CITY that affect the Property and which have been publicly recorded. Railroad lead tracks may not be used for loading or unloading purposes.

- i. The CITY may, unilaterally, in the future, by Resolution, exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances.
 - j. These restrictions supersede any conflicting restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the CITY, and/or recorded in the office of the Marathon County Register of Deeds, which affect the land which is subject to this deed, that have not been formally rescinded by the CITY. Any restrictions, regulations, covenants and/or encumbrances which affect the land which is subject to this deed, and which are not in conflict with these restrictions herein, are still specifically deemed to be in full force and effect.
 - k. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.
 - l. These deed restrictions may be enforced by the CITY by either or both of the following methods:
 - i. Action. The enforcement of the restrictions contained in these deed restrictions may be by proceeding at law or in equity against any person or persons breaching or attempting to breach any restriction, to restrain such breach or to recover damages.
 - ii. Notice and City's Right to Rectify. If any parcel owner has failed in any of the duties or responsibilities created by these deed restrictions, then the CITY may give Owner written notice of such failure and such Owner shall within thirty (30) days after receiving such notice, rectify the failure or breach (or such longer period of time, provided Owner commences the cure within such thirty (30) day period and thereafter diligently pursues the cure to completion). Should such Owner fail to rectify the failure or breach within the cure period prescribed above, then the CITY shall have the right and power to enter onto the parcel and perform such duty or responsibility without any liability for damages for wrongful entry, trespass, or otherwise to any person, excluding any damages arising from the negligence or willful misconduct of CITY or its agents, employees or contractors. The owner for whom such work is performed shall promptly reimburse the CITY for the CITY's reasonable costs and expenses within thirty (30) days after receipt of a statement of such work.
4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on Next Page]

Dated this ____ day of February 2024 (the "Effective Date").

CITY OF WAUSAU BY:

*Katie Rosenberg, Mayor

* Kaitlyn A. Bernarde, Clerk

AUTHENTICATION

Signature(s) _____

authenticated this ____ day of _____, 2023.

*

*TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____

authorized by § 706.06, Wis. Stats.)

ACKNOWLEDGMENT

STATE OF WISCONSIN)

) ss.

MARATHON COUNTY)

Personally came before me this ____ day of February, 2024, the above named Katie Rosenberg, Mayor, and Kaitlyn A. Bernarde, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

*

Notary Public, State of Wisconsin

My commission: _____

OWNER:

VANDY ENTERPRISES LLC

*

AUTHENTICATION

Signature(s) _____

authenticated this ____ day of _____, 2023.

*

*TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____

authorized by § 706.06, Wis. Stats.)

ACKNOWLEDGMENT

STATE OF _____)

) ss.

_____ COUNTY)

Personally came before me this ____ day of February, 2024, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, State of Wisconsin

My commission: _____

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

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Lot 1 of Certified Survey Map No. 14248 recorded on March 1, 2006 in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 63 of Certified Survey Maps on page 75, as Document No. 1438226; being part of the South-one half of the Northeast quarter of Section 31, Township 29 North, Range 7 East, in the City of Wausau, Marathon County, Wisconsin.

Tax Key No. 29129073110970

Address: 6335 Packer Drive Wausau, WI 54401

DRAFT



Office of the City Attorney

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

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Tegan Troutner
Assistant City Attorney

STAFF MEMO

TO: Economic Development Committee

FROM: Anne Jacobson, City Attorney

DATE: January 30, 2024

RE: Committee discussion and possible action on Economic Development Committee duties and responsibilities

In reviewing the duties and responsibilities of the standing committees of the Common Council, I found exactly two references in the Wausau Municipal Code to "Economic Development Committee":

- **Work with, and be assisted by the Wausau Arts Commission (2.60.280(c))**

2.60.280 - Wausau Arts Commission.

(c) Structure. The commission shall be staffed by the Department of Planning and Community and Economic Development and shall assist and work with the Economic Development Committee, as well as the committees of the Common Council, as needed.

- **Negotiate with buyers and lessees of City-owned land in industrial parks or land acquired by the City for redevelopment purposes and recommend terms of sale or lease to Common Council (3.12.040)**

3.12.040 - Applicability—City representatives.

The procedure outlined above shall not be applicable to the sale or lease of City-owned land in industrial parks or land acquired by the City for redevelopment purposes pursuant to resolution, binding offer to contract. The sale or lease of this type of City-owned land shall be accomplished by means of contract, lease or other written agreement arrived at by means of negotiation by representatives of the City and prospective purchasers or lessees of the land. For purposes of this chapter the Economic Development

Committee is designated the representative of the City and is hereby directed to negotiate with prospective purchasers or lessees of parts or parcels of City-owned industrial parks and to recommend to the Council sales or leases of parcels thereof and the terms of such sales or leases. Any action taken by the Economic Development Committee in this regard is subject to final approval by the Common Council.

I have attached the description of the Economic Development Committee which is posted on the City's website: [unknown origin]

- Stimulate job stability, retention and creation by propagating an environment in which the growth of local industries and the entry into the area of new industries can occur
- Strive toward building an environment where good will and positive attitudes will encourage all levels of the work force into levels of productivity, wages and salaries that are beneficial to the entire community
- Work closely with the Mayor and Economic Development Council in the acquisition for, expansion, development and management of City industrial parks and to make recommendations to the Common Council in these areas and with regard to the zoning of and ordinance changes applicable to the industrial parks
- Stimulate retail and commercial development in the City

Since the review of its duties by the first committee (CISM) on January 11, 2024, I found an April 12, 1966 Resolution of the Reapportionment Committee which contains a report, rescinding, repealing and replacing a similar report adopted by the Common Council on October 13, 1964, and which defines the duties of the various committees of the Common Council.

From this Resolution we see under the description of the Public Property and Capital Improvements Committee, *"to recommend purchase, sale or leasing of real estate by the city and to recommend the use or disposition of vacant or unutilized city-owned real estate; to locate and to recommend the acquisition of areas for municipal purposes, such purposes to include the requirements for expansion of the city street system and improvements therefore . . ."* and

Under the Industrial Development and Annexation Committee, *"to investigate, study and make recommendations concerning any requests for annexation of property to the City of Wausau; to locate and recommend the acquisition of areas for industrial and municipal purposes; to study and recommend means of the development of good public relations in the city government; and to assist in the industrial expansion of the city."*

Legal Analysis

The order of precedence of the various descriptions we find describing the duties and responsibilities of the standing committees, would be those encompassed in: (in descending order):

- Statute
- Local ordinance
- Resolution approved by Council
- Policy approved by Council
- Website summaries

As we can see, the number, names and makeup of the standing committees of the Common Council are subject to change by the Council, and have changed (in addition to committees, commissions, boards, and task forces) variously over the years.

Wis. Stat. s.62.11(5) describes the powers of the *Council* to “have the management and control of the city property, finances, highways, navigable waters, and the public services, and shall have power to act for the government and good order of the city, for its commercial benefit, and for the health, safety, and welfare of the public, and may carry out its powers by license, regulation, suppression, borrowing of money, tax levy, appropriation, fine, imprisonment, confiscation, and other necessary or convenient means. The Council shall in all other respects [not restricted by statute] determine the rules of its procedure. (62.11(3)(e)

Recommendation

Therefore, unless there are amendments to our ordinances, which create the standing committees (WMC 2.16) or reference their duties throughout the municipal code, it is recommended that the Council consider the principal duties of the various committees and upon recommendations for changes by the Mayor or standing committees, adopt an updated report. The 1966 Resolution stated the report was adopted and made a part of the standing rules of the Common Council. Our standing rules are now adopted by ordinance.

Periodically, there should be a review of the number, title, makeup and duties of the standing committees of the Council, although the Council, each term, adopts its “rules,” which contain the names of the standing committees. Perhaps as part of that process, a description of each committee can be included in the ordinance, or included in the Resolution adopting the Rules.

I have also attached the minutes of the January 11, 2024, CISM meeting where they discussed the duties of that committee, and a copy of Madison’s ordinance, creating its Economic Development Committee, for reference.

STANDING COMMITTEES OF THE COMMON COUNCIL

Standing Committees are comprised of five council members for the purpose of investigating various topics or public concerns related to their specific committee in order to make recommendations to the full council for appropriate action. A description of the committee structure precedes each committee membership roster.

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE +

EXECUTIVE COMMITTEE +

ECONOMIC DEVELOPMENT COMMITTEE -

Economic Development Committee

[\(View Minutes & Agendas\)](#)

It will be the duties of this committee to stimulate job stability, retention and creation by propagating an environment in which the growth of local industries and the entry into the area of new industries can occur; to strive toward building an environment where good will and positive attitudes will encourage all levels of the work force into levels of productivity, wages and salaries that are beneficial to the entire community; to work closely with the Mayor and Economic Development Council in the acquisition for, expansion, development and management of City industrial parks and to make recommendations to the Common Council in these areas and with regard to the zoning of and ordinance changes applicable to the industrial parks. It will also be the duty of this committee to stimulate retail and commercial development in the City.

Regular Meeting Schedule: 1st Tuesday of every month @ 5:00 pm. NOTE: Meetings are only held upon issuance of the official agenda notice. Please check the [calendar](#) to confirm whether the meeting will be held.

Representing ED	Name	Address	Term	Phone #
VC - Alderperson	Chad Henke	407 Grant St	2022-2024	715-261-6841
Alderperson	Lisa Rasmussen	407 Grant St	2022-2024	715-261-6832
Chair - Alderperson	Sarah Watson	407 Grant St	2022-2024	715-261-6833
Alderperson	Carol Lukens	407 Grant St	2022-2024	715-261-6831
Alderperson	Tom Kilian	407 Grant St	2022-2024	715-571-8108

To send an email to a Member, please click [here](#)

Mail can be sent to any Committee Member, by addressing it to:

Member's Name, C/O City of Wausau, 407 Grant Street, Wausau, WI 54403

FINANCE COMMITTEE

+

HUMAN RESOURCES COMMITTEE

+

PARKS & RECREATION COMMITTEE

+

PUBLIC HEALTH & SAFETY COMMITTEE

+

CITY OF WAUSAU, WISCONSIN

A RESOLUTION

DEFINING DUTIES OF THE VARIOUS COMMITTEES
OF THE COMMON COUNCIL

FILE NO. 64-0825

Introduced April 12, 1966

Referred

Reported Back

Adopted

Other

RESOLUTION

BE IT RESOLVED that the hereto attached report which report sets out the principal duties of the various committees be and the same is hereby adopted and made a part of the standing rules of the Common Council of the City of Wausau; and

BE IT FURTHER RESOLVED that the said attached report does hereby rescind, repeal and replace a similar report adopted by the Common Council of the City of Wausau on October 13, 1964, and

BE IT FURTHER RESOLVED that the Clerk-Comptroller may publish the same in the next and succeeding publications of the Directory of City Government as compiled by him.

REAPPORTIONMENT COMMITTEE

By Charles D. Schofield
Chairman

CITY OF WAUSAU, WISCONSIN

REPORT OF
REAPPORTIONMENT COMMITTEE RE DUTIES OF
COUNCIL COMMITTEES
.....
.....
Dated

FILE NO. 64-0825
Introduced April 12, 1966
Referred
Adopted
Filed
Other

To the Mayor and Common Council:

It shall be the duty of the following named committees to consider all matters referred to it by the Mayor and all matters required by ordinance. It is the duty of the committee chairman to report or consider all matters as efficiently and expeditiously as possible. In addition thereto the principal duties of the various committees shall be as follows:

FINANCE COMMITTEE to conduct hearings on the annual budget and recommend the same; to make recommendations on the financing of city undertakings, on the financial affairs of the city, the improvement of the financial condition of the city and to recommend re-appropriation of funds by transfer; to make recommendations concerning the operation and disbursements of the Relief Department and to assist the Relief Director in policy decisions; to consider and recommend ways in which the city can obtain additional sources of revenue or additional revenue from existing sources; and, to investigate all claims filed against the city and make recommendations for the payment or non-payment thereof after consideration of such factors as reports of the insurance carrier.

PERSONNEL COMMITTEE to investigate at least annually wages, allowances and salaries of all the officers and employees of the city and to offer recommendations to the Council concerning the increasing or decreasing thereof; to seek as required the assistance of such agencies as the State Bureau of Personnel in determining whether or not existing wages and salaries are fair and adequate; to negotiate wages, salaries and working conditions with the appointed committees of Local 1287 AFSCME and Local 415 Firefighters; to formulate and implement a labor agreement with committees of the collective bargaining agent for city employees and to conduct hearings and make recommendations concerning the same; to make recommendations concerning the conditions and terms of employment for city officials not included in the labor agreement, including such items as sick leave, group insurance contributions, vacations and holidays, probationary employment and related matters; to hear any appeal of employment from decisions of administrative officers and to make recommendations thereof and to conduct hearings when disciplinary measures appear to be in order.

JUDICIARY AND REGULATORY COMMITTEE to investigate and make recommendations concerning needed new and revised legislation

to recommend rules for the administration of the police and fire department along with the police and fire chiefs; make recommendations for the purchase of vehicles and equipment of the police and fire departments; to investigate, study and recommend any needed improvements or consolidations that will make the operations of the police and fire department more efficient or effective; to investigate all applications for licenses concerning intoxicating liquor and fermented malt beverages and to make recommendations for the granting or denial thereof after consideration of the report of the police department; to recommend ways of improving present licensing ordinances and to study the licensing of additional activities and the setting of the fees therefor.

STREET AND ALLEY MAINTENANCE COMMITTEE to determine in nature and extent all street and alley maintenance, repair and additions including such functions as grading, oiling, patching, drainage, and snow and ice removal and control; to make recommendations regarding improved methods in the repair and upkeep of the city street systems; to be responsible for the repair and upkeep of the city street system and the equipment and machinery necessary therefor; to make recommendations concerning the purchase and disposal of machinery, equipment and vehicles for the maintenance of the city street system; to determine the location and type of exterior lighting for streets and alleys; to make recommendations for the improvement of the electrical code of the city and to work with the City Electrician in that regard; and, to make recommendations to the Traffic Commission for the improvement of lighting on streets for safety purposes.

PUBLIC PROPERTY AND CAPITAL IMPROVEMENTS COMMITTEE to recommend purchase, sale or leasing of real estate by the city and to recommend the use or disposition of vacant or unutilized city-owned real estate; to locate and to recommend the acquisition of areas for municipal purposes, such purposes to include the requirements for expansion of the city street system and improvements therefor, and acquisition of property for general and vocational school purposes; to conduct hearings on official map proceedings; to investigate, determine, and recommend to the Common Council the capital outlay improvements program for public works, such program to include the construction of new streets, sewers, watermains in conjunction with the Water Commission, and such other improvements to streets as the construction of curb and gutter, paving and sidewalks, and to determine priority on locations therefor.

SEWAGE AND INCINERATOR COMMITTEE to make recommendations concerning policies, operations of and improvements to the sewage treatment plant and the general sanitation system.

SPECIAL COMMITTEES AS FOLLOWS: COORDINATING COMMITTEE to be composed of the chairman of the following five standing committees: Finance, Personnel, Judiciary and Regulatory, Street and Alley Maintenance, and Public Property and Capital Improvements Committees. To act as a liaison committee between the state, county and the other municipalities in the handling of matters requiring coordination of efforts and interests; to study, investigate and make recommendations concerning such other matters as may from time

to time be referred to it.

INDUSTRIAL DEVELOPMENT AND ANNEXATION COMMITTEE to be composed of the Mayor as chairman, the five members of the Coordinating Committee and three citizen members to be appointed by the Mayor from members of the local citizenry interested and occupied in industrial development and expansion work. Duties of this committee to investigate, study and make recommendations concerning any requests for annexation of property to the City of Wausau; to locate and recommend the acquisition of areas for industrial and municipal purposes; to study and recommend means of the development of good public relations in the city governments; and, to in general assist in the industrial expansion of the city.

April 12, 1966

It shall be the duty of the following named committees to consider all matters referred to it by the Mayor and all matters required by ordinance. It is the duty of the committee chairman to report or consider all matters as efficiently and expeditiously as possible. In addition thereto the principal duties of the various committees shall be as follows:

FINANCE COMMITTEE to conduct hearings on the annual budget and recommend the same; to make recommendations on the financing of city undertakings, on the financial affairs of the city, the improvement of the financial condition of the city and to recommend re-appropriation of funds by transfer; to make recommendations concerning the operation and disbursements of the Relief Department and to assist the Relief Director in policy decisions; to consider and recommend ways in which the city can obtain additional sources of revenue or additional revenue from existing sources; and, to investigate all claims filed against the city and make recommendations for the payment or non-payment thereof after consideration of such factors as reports of the insurance carrier.

PERSONNEL COMMITTEE to investigate at least annually wages, allowances and salaries of all the officers and employees of the city and to offer recommendations to the Council concerning the increasing or decreasing thereof; to seek as required the assistance of such agencies as the State Bureau of Personnel in determining whether or not existing wages and salaries are fair and adequate; to negotiate wages, salaries and working conditions with the appointed committees of Local 1287 AFSCME and Local 415 Firefighters; to formulate and implement a labor agreement with committees of the collective bargaining agent for city employees and to conduct hearings and make recommendations concerning the same; to make recommendations concerning the conditions and terms of employment for city officials not included in the labor agreement, including such items as sick leave, group insurance contributions, vacations and holidays, probationary employment and related matters; to hear any appeal of employment from decisions of administrative officers and to make recommendations thereof and to conduct hearings when disciplinary measures appear to be in order.

JUDICIARY AND REGULATORY COMMITTEE to investigate and make recommendations concerning needed new and revised legislation

to recommend rules for the administration of the police and fire department along with the police and fire chiefs; make recommendations for the purchase of vehicles and equipment of the police and fire departments; to investigate, study and recommend any needed improvements or consolidations that will make the operations of the police and fire department more efficient or effective; to investigate all applications for licenses concerning intoxicating liquor and fermented malt beverages and to make recommendations for the granting or denial thereof after consideration of the report of the police department; to recommend ways of improving present licensing ordinances and to study the licensing of additional activities and the setting of the fees therefor.

STREET AND ALLEY MAINTENANCE COMMITTEE to determine in nature and extent all street and alley maintenance, repair and additions including such functions as grading, oiling, patching, drainage, and snow and ice removal and control; to make recommendations regarding improved methods in the repair and upkeep of the city street systems; to be responsible for the repair and upkeep of the city street system and the equipment and machinery necessary therefor; to make recommendations concerning the purchase and disposal of machinery, equipment and vehicles for the maintenance of the city street system; to determine the location and type of exterior lighting for streets and alleys; to make recommendations for the improvement of the electrical code of the city and to work with the City Electrician in that regard; and, to make recommendations to the Traffic Commission for the improvement of lighting on streets for safety purposes.

PUBLIC PROPERTY AND CAPITAL IMPROVEMENTS COMMITTEE to recommend purchase, sale or leasing of real estate by the city and to recommend the use or disposition of vacant or unutilized city-owned real estate; to locate and to recommend the acquisition of areas for municipal purposes, such purposes to include the requirements for expansion of the city street system and improvements therefor, and acquisition of property for general and vocational school purposes; to conduct hearings on official map proceedings; to investigate, determine, and recommend to the Common Council the capital outlay improvements program for public works, such program to include and construction of new streets, sewers, watermains in conjunction with the Water Commission, and such other improvements to streets as the construction of curb and gutter, paving and sidewalks, and to determine priority on locations therefor.

SEWAGE AND INCINERATOR COMMITTEE to make recommendations concerning policies, operations of and improvements to the sewage treatment plant and the general sanitation system.

SPECIAL COMMITTEES AS FOLLOWS: COORDINATING COMMITTEE to be composed of the chairman of the following five standing committees: Finance, Personnel, Judiciary and Regulatory, Street and Alley Maintenance, and Public Property and Capital Improvements Committees. To act as a liaison committee between the state, county and the other municipalities in the handling of matters requiring coordination of efforts and interests; to study, investigate and make recommendations concerning such other matters as may from time

to time be referred to it.

INDUSTRIAL DEVELOPMENT AND ANNEXATION COMMITTEE to be composed of the Mayor as chairman, the five members of the Coordinating Committee and three citizen members to be appointed by the Mayor from members of the local citizenry interested and occupied in industrial development and expansion work. Duties of this committee to investigate, study and make recommendations concerning any requests for annexation of property to the City of Wausau; to locate and recommend the acquisition of areas for industrial and municipal purposes; to study and recommend means of the development of good public relations in the city governments; and, to in general assist in the industrial expansion of the city.

April 12, 1966

DEFINING DUTIES OF THE VARIOUS COMMITTEES
OF THE COMMON COUNCIL

BE IT RESOLVED that the hereto attached report which report sets out the principal duties of the various committees be and the same is hereby adopted and made a part of the standing rules of the Common Council of the City of Wausau; and

BE IT FURTHER RESOLVED that the said attached report does hereby rescind, repeal and replace a similar report adopted by the Common Council of the City of Wausau on October 13, 1964, and

BE IT FURTHER RESOLVED that the Clerk-Comptroller may publish the same in the next and succeeding publications of the Directory of City Government as compiled by him.

REAPPORTIONMENT COMMITTEE

By

Chairman

TO: Reapportionment Committee

FROM: John L. Kannenberg, Mayor

SUBJECT: Mayor's Recommendations as to Realignment of Standing Committees of the Common Council

In response to a request from the chairman of your committee for my recommendations and comments regarding a re-establishment of standing committees with a consolidation of committees to a lesser over-all number I have the following suggested arrangement to offer:

FINANCE COMMITTEE

To encompass the following present standing committees: Finance, New Revenues, Poor, and claims function of the Judiciary and Claims Committee.

The suggested duties of the new consolidated Finance Committee would be to conduct hearings on the annual budget and to recommend the same; to make recommendations on the financing of city undertakings, on the financial affairs of the city, the improvement of the financial condition of the city and to recommend reappropriation of funds by transfers; to make recommendations concerning the operation and disbursements of the Relief Department and to assist the Relief Director in policy decisions; to consider and recommend ways in which the city could obtain additional sources of revenue or additional revenue from existing sources; and, to investigate all claims filed against the city and make recommendations for the payment or nonpayment thereof after consideration of such factors as reports of the insurance carrier.

PERSONNEL COMMITTEE

To encompass the following present standing committees: Employee Relations Committee and the Salary Committee.

The duties of the newly consolidated Personnel Committee would be to investigate at least annually wages, allowances and salaries of all the officers and employes of the city and to offer recommendations to the Council concerning the increasing or decreasing thereof; to seek as required the assistance of such agencies as the State Bureau of Personnel in determining whether or not existing wages and salaries are fair and adequate; to negotiate wages, salaries and working conditions with the appointed committee of Local 287, AFSCME; to formulate and implement a labor agreement with committees of the collective bargaining agent for city employees and to conduct hearings and make recommendations concerning the same; to make recommendations concerning the conditions and terms of employment for city officials not included in the labor agreement, including such items as sick leave, group insurance contributions, vacations and holidays, probationary employment and related matters; to hear any appeal of employment from decisions of administrative officers and to make recommendations thereof and to conduct hearings when disciplinary measures appear to be in order.

JUDICIARY AND REGULATORY COMMITTEE

To be composed of the following present standing committees: judiciary function of the Judiciary and Claims Committee, the Police and Fire Committee and the License Committee.

It would be the recommended duties of this committee to investigate and make recommendations concerning needed new and revised legislation; to recommend rules for the administration of the Police and Fire Department along with the Police and Fire Chief; make recommendations for the purchase of vehicles and equipment of the Police and Fire Departments; to investigate, study and recommend any needed improvements or consolidations that will make the operations of the Police and Fire Departments more efficient or effective; to investigate all applications for licenses concerning intoxicating liquor and fermented malt beverages and to make recommendations for the granting or denial thereof after consideration of the report of the Police Department; to recommend ways of improving present licensing ordinances and to study the licensing of additional activities and the setting of the fees therefor.

STREET AND ALLEY MAINTENANCE COMMITTEE

To be composed of the maintenance functions of the present Public Works Committee and all activities of the present Lighting Committee.

It would be the duties of this committee to determine in nature and extent all street and alley maintenance, repairs and additions including such functions as grading, oiling, patching, drainage, and snow and ice removal and control; to make recommendations regarding improved methods in the repair and upkeep of the city street system; to be responsible for the repair and upkeep of the city street system and the equipment and machinery necessary therefor; to make recommendations concerning the purchase and disposal of machinery, equipment and vehicles for the maintenance of the city street system; to determine the location and type of exterior lighting for streets and alleys; to make recommendations for the improvement of the electrical code of the city and to work with the city electrician in that regard; and, to make recommendations to the Traffic Commission for the improvement of lighting on streets for safety purposes.

PUBLIC PROPERTY AND CAPITAL IMPROVEMENTS COMMITTEE

To be composed of the following present standing committees: Public Property and Industries Committee and the new facilities functions of the present Public Works Committee.

It would be the duties of this committee to recommend a purchase, sale or leasing of real estate by the city and to recommend the use or disposition of vacant or unutilized city-owned real estate; to locate and recommend the acquisition of areas for municipal purposes, such purposes to include the requirements for expansion of the

city street system and improvements therefor, and acquisition of property for general and vocational school purposes; to conduct hearings on official map proceedings; to investigate, determine, and recommend to the Common Council capital outlay improvements program for Public Works, such program to include the construction of new streets, sewers, watermains in conjunction with the Water Commission, and such other improvements to streets as the construction of curb and gutter, paving and sidewalks, and to determine priorities on locations therefor.

SEWAGE AND INCINERATOR COMMITTEE

It is my recommendation that since this committee is established by ordinance as an elected membership from the Council with the Mayor as chairman and the Clerk as secretary, that this committee remain intact as it presently is authorized, and that its duties remain as follows:

To make recommendations concerning policies, operations of and improvements to the sewage treatment plant and the general sanitation system.

It is my further recommendation that we dispense entirely with the Purchasing Committee of the Common Council. It is my feeling that the functions of this committee which include the preparation of specifications in advertising for bids and the seeking of quotations be vested instead with the Board of Public Works. I would foresee that an appropriate standing committee would introduce to the Common Council a request for needed equipment which would be referred to the Board of Public Works with bids and recommendations to be reported by that body to the Council for final action. Practically all of the work involved in this procedure is done under the supervision now of two members of the Board of Public Works, they being the City Engineer and the Clerk-Comptroller.

I would prefer to continue as a special committee the Coordinating Committee, and I would further prefer to have established an additional special committee to be entitled Industrial Development and Annexation Committee. They are discussed briefly as follows:

COORDINATING COMMITTEE

To be composed of the chairman of the following five standing committees:

- Finance Committee
- Personnel Committee
- Judiciary and Regulatory Committee
- Street and Alley Maintenance Committee
- Public Property and Capital Improvements Committee

It would be the duty of this committee to act as a liaison committee between the state, county, and the other municipalities in

the handling of matters requiring coordination of efforts and interests; to study and investigate and make recommendations concerning such other matters as may from time to time be referred to it.

INDUSTRIAL DEVELOPMENT AND ANNEXATION COMMITTEE

To be composed of the following: Mayor as chairman, the five members of the Coordinating Committee and three citizen members to be appointed by the Mayor from members of the local citizenry interested and occupied in industrial development and expansion work.

It would be the duties of this committee to investigate, study and make recommendations concerning any requests for annexation of property to the City of Wausau; to locate and recommend the acquisition of areas for industrial and municipal purposes; to study and recommend means of the development of good public relations in the city government; and, to in general assist in the industrial expansion of the city.

In closing I would like to say that I have given considerable thought to the foregoing recommendations and it is my firm opinion that an arrangement of standing and special committees such as I have herein recommended will provide for more effective work by all members of the Council with no greater expenditure of time or effort. I earnestly recommend to your committee that you give these suggestions careful and favorable consideration.

John L. Kannenberg, Mayor

STANDING COMMITTEES
1966-1968 Council
(* Denotes Chairman)

FINANCE COMMITTEE

- *Scholfield
- Will
- Waldinger
- McHan
- Weinberger

PERSONNEL COMMITTEE

- *Kraft
- Hilber
- Scholfield
- Eldredge
- McHan

JUDICIARY AND REGULATORY COMMITTEE

- *Tesmer
- Payne
- Schmidt
- Langenhahn
- MacDonald

STREET AND ALLEY MAINTENANCE COMMITTEE

- *Langenhahn
- Will
- Waldinger
- Hilber
- Allen

PUBLIC PROPERTY AND CAPITAL IMPROVEMENTS

- *Weinberger
- Schmidt
- Eldredge
- Tesmer
- Kraft

SEWAGE AND INCINERATOR COMMITTEE

- *Payne
- Eldredge
- Allen
- Will
- MacDonald

SPECIAL COMMITTEES

CORRDINATING COMMITTEE

- *John L. Kannenberg, Mayor
- Scholfield
- Kraft
- Tesmer
- Langenhahn
- Weinberger

IND'STRIAL DEVELOPMENT AND ANNEXATION

(To be named at a later meeting)

Appointments made
April 19, 1966 by
John L. Kannenberg, Mayor

Jan. 31, CISM
Agenda

There being a motion and a second, motion passed 5-0.

Discussion and possible action on CISM Committee duties and responsibilities

Jacobson searched the entire online code for CISM and created a summary of the general duties of the committee. The duties that appear on the website are not necessarily law but typically come from resolution language. It would be up to committee and Council to change that. If we look primarily at WMC 3.12.010, we recently noted we have not actually been following it. The ordinance requires sales to start with Council who would then refer it to CISM and eventually back to Council. She does not typically draft amended ordinances at the request of the chair; she typically waits until she gets direction from the majority of the committee. At the request of the chair, she included a draft in the packet. It is completely open for discussion. Larson wanted to short circuit the process and make it less burdensome by having it start at CISM instead of at Council. She also included a copy of the property disposition program which was adopted in 2015. Jacobson reached out to our municipal attorney listserv to ask what other communities do when they have action items that must go to multiple committees. Eau Claire responded everything goes to Council anyway so the fewer committees the better. Madison acts a lot like Oshkosh where things start at Council and if the majority wants an item looked at, they will designate which committees it goes to. If there is more than one, they will designate the order in which it goes and designate a lead committee. The final report would come from the lead committee. The resolution would go back to Council on the recommendation of the lead committee. There are multiple ways and it would be up to the body on how to operate. Jacobson sees advantages to both.

Under the property disposition program, the Economic Development Committee (ED) will accept or deny proposals and make recommendations to Council for final approval before a sale can occur. As members of Council, committee members would see that anyway, but if it is necessary we can put into the ordinance that ED reports to CISM monthly or some other periodic basis about any properties they are dealing with the sale of that have not gone through the process under 3.12.010.

Under 3.12.010, Larson requested adding the purchase of property. Jacobson indicated purchases typically go through ED as they are usually purchased for redevelopment purposes. Adding it to section 3.12.010 is a point of discussion. Larson suggested ED report to CISM on a monthly basis because of the Wyatt Street project. He did not find out about it until his constituents called him. He feels it would be nice to have a heads up from ED on what's going on so they have answers when constituents call.

Rasmussen sees the value in delineating a process for sale because historically this committee has been tasked with figuring out if the parcel is large enough for redevelopment. If it is, it is offered to Community Development. If not, then CISM puts a price on it for bid. We have a CIP committee, which is the Capital Improvements Projects committee. It was confusing to the public and the people sitting on it so there was discussion of changing the name of this committee to the Infrastructure Committee. If we are looking to buy or sell a property for a taxable purpose, that has always happened in ED. Getting a report in our packet on a monthly basis is one thing, but she does not think we should insert ourselves as a committee. Property development is not our specialty or focus. ED should continue to handle that. We need to focus on what we know best, which is infrastructure. It is different when you are installing streets. It was different when we went from ED to here to Council with the street grid for the mall project, as we looked at it through the street lens and they looked at it from the economic lens. When it is outside of our purview and it does not need infrastructure modification, she feels like it is adding extra steps to the process which will hamstring staff. She feels our purpose needs to be infrastructure.

Jacobson stated the description of the committee on the website says that CISM recommends the purchase, sale, or leasing of city-owned real estate but the ordinance only deals with the sale, as does the property disposition program. Both the policy that the Council adopted and the ordinance deal with the sale only of City-owned real property. Even though the website says CISM has control over purchases, it is not in any ordinance or adopted Council policy that she could find.

→ resolution

Diny said if it is a purchase of property for a City capital improvement, like the Fire Department or DPW, that would seem to fall into our bucket. This is what Larson wants to protect as the citizens want us to curb

unnecessary spending. It is a thorn in his side that \$800,000 got released for the Fire Department that should have come through CISM. This committee as a whole meticulously went through the DPW facility from the start. The Fire Department property went right by CISM, which is a double standard. CISM should be in control of land that is for municipal use and it should not have gone to the Finance Committee first.

Henke would argue that the Fire Station probably should have gone to Public Health and Safety as that is where they report to. He feels like staff just wants someone to give them direction. He likes what Madison and Oshkosh are doing where it is presented to Council and then Council decides what committee.

Rasmussen sees that but we also have to recognize if the Council is going to assign what committees, they have to follow a consistent process. If anything involves the spending of dollars, it will always go through Finance. Regardless of how many committees it is sent to, at the end of the day the money is coming from Finance. If we are going to designate committees, it makes the process difficult. Each department is reporting to different committees based on their specialty area. The Council cannot make a referral to the CIP committee. The CIP committee is a process that kicks off the budget. When a project goes to CIP there is a defined order; departments have to submit a request, requests are vetted by the Finance Department, then projects are ranked and scored by a separate panel that includes 3 Alders and citizens. The Council cannot just say this project will go to CIP but this one won't. The CIP process is a gathering of all of the needs of the departments, whether it is people, buildings, equipment, vehicles. In the case of the Fire Department property, it was at CIP 2 years in a row and an ARPA request. She feels the logistics would be difficult depending on what the use is. Allowing the Council to assign committees would be counterproductive. We would be better off holding joint meetings of the committees. As chairs we should be able to figure it out and if we cannot, there is an Executive Committee that encompasses all the chairs.

Stratz explained that Community Development is even more difficult because they are dealing with low-income people. When they purchase, rehab, and resell, they have never brought the sale to Council. They do not want to shame the low-income individuals and have the world know they are buying a low-income house. When there is a cut and dry process, sometimes you end up hurting things that are not so cut and dry. Gisselman trusts that Council gave this direction at one time. Stratz stated that the property disposition policy was adopted some time ago as well but now that is being questioned.

Gisselman thinks capital projects should come through this committee for a pass through to CIP. CISM would have then had some sense of what is being proposed as a part of the budget. Larson questioned if the CIP should go through a standing committee. Rasmussen explained that CIP is a process and a precursor to the budget. Any project that costs more than \$25,000 requires a CIP request. The only role CISM has had in the CIP process is picking the street and road projects. The CIP committee does not touch those because this committee has the expertise to vet that. They also do not rank and score motorpool and rolling stock from the Park Department. They get a report of it but do not mess with it. If there are streets to be added, cut, or changed, that is either done at CISM or in the budget process; it is not done in CIP. The reason CIP is not a standing committee is because they rank and score the priorities of the requests. The CIP list and booklet are published on the website. CIP has 3 or 4 open public meetings. It is a transparent process. The capital improvement naming of this committee has been wrong all along. We have never had that role and never fulfilled that mission other than picking road projects. CIP starts in July and the budget starts in October. Departments start 2 months prior to that figuring out their requests and budgets. If we insert ourselves into that process, we are adding another step that will slow the process down. There is no point of having the process set like this if a committee will knock down the list. The makeup of the committee is intentional; it has a CISM member, a Finance member and HR member. It is deliberate on how the committee is set up so those perspectives are represented. She does not see a need for another step for CIP. If someone wants to buy a piece of land for public use, it is different. She does not think we should be upending a process that has been working for 2 decades.

Larson disagrees as this committee is not just streets if we are going through the process for a DPW facility. Henke agrees that the CIP is needed and should not be changed. When recommendations go to Council, it can be discussed then and can be voted on to send back to committee, which is exactly what happened. He sees the process working.

Brodek mentioned the properties on Thomas Street. In the property disposition program, there is a bullet point regarding the case of adjoining property owners where the property can be sold outright with the property value determined by the Assessors Department. Jacobson added that the policy abrogates CISM's power under 3.12. The previous motion for Thomas Street could be retracted to follow the property disposition program. Henke suggested amending that at Council.

Larson asked where this goes from here. Henke suggested sending a recommendation to the rules and review committee. Larson noted that because of an incident, the question of due process was brought up. HR is going through the same process with putting positions in the budget before going through committee. Brodek, the Police Chief and Fire Chief were at a Council meeting asking for due process, which is why we are here today. Rasmussen does not believe due process was the ask. If we want a process, we need to create one and tell them what it is because at that point they did not know. What we have playing out is the structure of 5 committees. Through interaction with those chairs, committees should be able to work together. If they need a joint session about who does what, we should be able to have that offline without having a public fight about it. She feels we are upsetting the whole applecart because we did not like the way something got done in the budget process. The budget process was to approve the money. Everyone involved knew they had to go through the committee process, they just went to the committee that met first. She believes staff is asking for clarity on the order. She does not know that CISM is the committee to set that for the whole Council. We are handling the DPW facility here because DPW reports to this committee and we understand the needs of DPW and staff better than any other committee. If we want to set the order going forward, she feels it should be a Council function. We have a property disposition program that we are not even following based on our action tonight. We need to follow it. She does not feel this discussion is bringing any clarity to staff. We are in a fight amongst committees which needs to stop. We have to work together as committees. Offline the committees chairs need to find common ground and work together.

Larson said all a person has to do is look at the committee responsibilities. That is why Larson called Rasmussen; in good faith of working together. He asked why people cannot follow what is in front of them. That is the reason why we are here. Rasmussen used the train horn item as an example. It started here because it met first. If we needed another meeting, we would have one but it turns out we solved it here. That is the type of collaboration that needs to be happening. Even if one does not sit on a committee, we can attend it, we can talk at the meeting, we can collaborate, and we can call the chair ahead of time. If we have good communication amongst ourselves as we are managing our committees, she does not feel we have to change anything. We just have to talk to one another.

Diny stated a few inconsistencies have been uncovered that will have to be cleaned up. To him the big issue is the purchase of property. Larson's biggest concern is following CISM's duties. Each committee has their duties. When he met with Jacobson, they found a discrepancy where the duties say one thing but the ordinance says another. Jacobson said the ordinance will take control over the website description of the duties. The duties say purchase, sale, or leasing, which she could not find in any ordinance. Ordinance 3.12 and the property disposition program deal with the sale of city-owned property. Any proposed amendments or clarifications can be made to 3.12 or the property disposition program. Jacobson thinks Rasmussen was spot on when she said staff wants direction on order.

Wesolowski asked where the duties on the website came from. Jacobson said typically they come from a resolution, but she did not get that far into research to determine that. The municipal code is what governs the responsibilities of the committee, not a description on the internet, unless it is in resolution. Gisselman said the description had to come from somewhere and questioned what else on the website is challengeable in regard to ordinance. Rasmussen suggested finetuning the description to match the list Jacobson discovered while searching the ordinance. The descriptions are old and were primarily used to give the public an idea of what the committee does and used for Alders to decide what committees they wanted to serve on. Other committees may also be well served to review their descriptions. She knows there are items in the Public Health and Safety description that they do not do either. The web descriptions are far from perfect. Jacobson agrees that the descriptions should be rewritten to reflect current ordinances and resolutions.

Larson agrees that the descriptions should be adjusted and we should work together more. Henke suggested reviewing a draft at the next meeting. Larson asked if that would give department heads direction on the due process. From Brodek's perspective, staff still does not know what order to go in and which committees. Redrafting the description is a good start as it will clear up some things at a glance. For staff taking things through committees, they still need further direction when things overlap.

Larson asked for a draft of a new description at the next meeting and for the committee to think about different ways to move forward.

Adjourn

Rasmussen moved to adjourn the meeting. Diny seconded and the motion carried 5-0. Meeting adjourned at approximately 6:40 p.m.

33.17 ECONOMIC DEVELOPMENT COMMITTEE.

(Am. by ORD-09-00052, Pub. 4-2-09, Eff. 8-1-09)

- (1) There is hereby created for the City of Madison a committee to be known as the Economic Development Committee.
- (2) Composition . The Committee shall consist of eleven (11) members: the Mayor or the Mayor's designee, three (3) Alderpersons, and seven (7) residents with a wide range of direct experience in business and/or knowledge related to job creation, real estate or workforce development. The Mayor shall appoint the members of the Committee subject to confirmation by the Common Council.

Terms of appointment of the resident members shall be staggered, for three (3) years, commencing May 1 and expiring April 30. The Alderpersons terms shall coincide with his or her term of office.

If the Mayor serves on the Committee, the Mayor shall act as chairperson. Otherwise, the chairperson will be elected by the Committee. (Am. by Ord. 12,112, 5-18-98; Ord. 13,602, 5-11-04; ORD-05-00113, 6-28-05; ORD-09-00116, Eff. 8-1-09; ORD-16-00034, 3-25-16; ORD-17-00030, 3-8-17)

- (3) Duties . The Economic Development Committee shall:
 - (a) Assist City officials and staff in promoting a healthy, diversified economy in which business can locate, innovate, grow and prosper, and all residents have opportunities for living wage jobs.
 - (b) Make recommendations to the Mayor and the Common Council on economic development policies and issues.
 - (c) Every four (4) or five (5) years, receive and consider a Comprehensive Economic Development Report and Plan (CEDRP) prepared by Economic Development Division staff on economic trends for the City of Madison and surrounding area. After review and revision by the Committee, the CEDRP shall be submitted to the Common Council for approval. The CEDRP should include:
 1. Available data on employment by type of job, wages, unemployment rate; and, overall changes in employment and population,
 2. General demographic data,
 3. A description of business and workforce assistance available,
 4. An evaluation of current economic development efforts, and
 5. Recommendations of possible changes to, and new, programs, strategies, policies, and projects to achieve the economic development goals stated in paragraph (a) above and other related goals adopted by the City of Madison.
 - (d) Every two (2) years, the Economic Development Division Director will develop a "Work Plan" consistent with the adopted CEDRP for the City's economic development priorities in the next two (2) years. The Work Plan shall be submitted to the Common Council with referral to the Economic Development Committee before action by the Common Council. The Work Plan may include changes to the CEDRP.
 - (e) Provide the community with a public forum for information sharing and discussion about economic issues affecting the City of Madison.
- (4) In carrying out the duties described in subsection (3), the Committee may form subcommittees, hold public meetings, and utilize the services of the City or other public or private services as it finds necessary, subject to the policy and budgetary approval of the Common Council.

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- (5) The Economic Development Committee shall meet once a month and all agendas shall be prepared by the Economic Development Division Director or his/her designee in consultation with the Chair, and they shall determine the order of the agenda.
 - (6) Staff. The Economic Development Committee shall receive primary staffing from the Economic Development Division.

(Am. by Ord. 7023, 6-27-80; Ord. 13,602, 5-11-04; Am. by ORD-09-00052, Pub. 4-2-09, Eff. 8-1-09; ORD-16-00034, 3-25-16)

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Creating the Wausau Affordable Housing Regional Task Force as a special committee

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 21-0514

Date Introduced: May 25, 2021

RESOLUTION

WHEREAS, the Common Council wishes to create a special committee pursuant to Rule 13D., WMC 2.16, entitled Wausau Affordable Housing Regional Task Force (“Task Force”) to provide community-led affordable housing policy and tactic recommendations to the public, the Wausau City Council, the greater Wausau area municipal and county governments, and developers about how to meet the affordable housing needs of Wausau and Marathon County; and

WHEREAS, the Task Force will assess the current and projected future landscape of housing affordability in the City of Wausau and Marathon County, evaluate current programs and initiatives to produce new affordable units and preserve existing ones, and make recommendations to accelerate our collective ability to meet the affordable housing needs of the community; and

WHEREAS, the Task Force will craft and present recommendations for Wausau’s economic and affordable housing interests, including the development of policy recommendations consistent with applicable state and federal laws, and if applicable, U.S. Housing and Urban Development and local public housing authority guidelines; and

WHEREAS, the Task Force shall be comprised of seven (7) members appointed by the Mayor and confirmed by the Common Council, each to serve a term of two years, consisting of at least one (1) common council member, one (1) affordable housing consumer, one (1) Community Development Authority member; one (1) representative from the North Central Community Action Program and three (3) citizen members representing either another unit of government or an affordable housing advocacy group; and

WHEREAS, the Wausau Affordable Housing Regional Task Force will have the following tasks and objectives, along with other duties as delegated to it by the Mayor and Common Council from time to time:

1. Investigate and analyze what affordable housing means to consumers.
2. Inventory and evaluate Wausau’s current affordable housing stock.
3. Participate in community engagement activities and dialogues about affordable housing needs.
4. Analyze the costs to developers, city incentives, as well as consumer costs.
5. Assess and analyze Wausau’s municipal code, looking for potential regulatory barriers that unnecessarily decrease housing affordability.

6. Investigate the role of transit and transportation with regards to access to affordable housing.
7. Identify ways to lower the cost of building, renovating, and financing appropriate quality housing, including affordable housing.
8. Suggest additional research, data, and analysis to be undertaken in order to reach the Task Force and community's goals.
9. Recommend priorities for local actions proposed by the Wausau Affordable Housing Regional Task Force.
10. Conduct a public hearing on the proposed recommendations.
11. Provide and present affordable housing policy recommendations to the Wausau City Council, other units of government, and local non-profit organizations.
12. Develop a plan of action for Wausau Affordable Housing Regional Task Force recommendations.
13. Facilitate communications between the Wausau Affordable Housing Regional Task Force, other local governmental units, and the public.
14. Analyze how displacement and gentrification susceptibility affects housing affordability.
15. Advance strategies that support equitable neighborhood rejuvenation.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, that there is hereby created a Wausau Affordable Housing Regional Task Force as a special committee of the Common Council to carry out its assigned duties.

Approved:

Katie Rosenberg, Mayor