



OFFICIAL NOTICE AND AGENDA

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

Meeting of the: **COMMON COUNCIL OF THE CITY OF WAUSAU**
 Date/Time: **Tuesday, March 26, 2024 at 6:30 P.M.**
 Location: **City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers**
 Members: Carol Lukens, Michael Martens, Tom Kilian, Doug Diny, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Chad Henke

Call to Order

Pledge of Allegiance / Roll Call / Proclamations

Pat Peckham Commendation

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

File #	CMT	Consent Agenda	ACT
24-0301	COUN	Approve Minutes of a previous meeting (03/12/2024).	Place on file
22-0907	PH&S	Resolution Approving agreement for Urban Search and Rescue Emergency Response Services with the State of Wisconsin.	Approved 5-0
24-0314	CISM	Ordinance Amending Chapter 3.12 – Sale of City-Owned Real Property.	Approved 4-0
		Ordinance Amending Sections 2.16.010 – Generally, Rule 13 Committees, 2.21.030 Board-Composition, 3.12.010 – Requests and proposals to be directed to Council, 3.12.020 Various departments to be notified-Recommendations, 3.12.030 – Procedure for disposition of land, 3.24.030 – Assessment formula-General, 3.24.050 – Determination of assessment cost for new street construction, 3.24.060 - Determination of assessment cost for street reconstruction, 10.01.020 - Through streets, 10.01.040 – Speed limits, 10.01.050 Traffic control signals, 10.20.010 – Capital Improvements and Street Maintenance Committee to establish limits, 10.40.050 – Rules of the road, 10.52.020 – Police administration, 10.52.030 – Records of traffic violations, 10.52.040 – Police to investigate accidents and receive accident reports, 12.20.030 Concrete drive approaches required, 12.44.040 Exceptions, 21.08.200 – Preliminary plat, 21.12.030 – Filing of preliminary plat, 21.12.040 Preliminary plat review and recommendations, 21.12.060 – Development agreements, 21.12.080 Final plat review and recommendations, 21.16.080 – Acquisition of land within a proposed plat for public use, 21.16.085 – Required dedications for park purposes, 21.16.120 – Vacation or alteration of parkland, 21.24.010 – Submission-purpose, 21.30.040 – Assessor’s plat survey procedures, 21.32.020 – Common Council, 21.32.030 Capital improvements and street maintenance committee and plan commission, 21.32.090 - Variations and exceptions and 21.32.140 - Amendments, replacing Capital Improvements and Street Maintenance Committee with Infrastructure and Facilities Committee.	Approved 4-0
24-0315	CISM		
24-0316	ED	Resolution Approval of the City of Wausau’s Property Disposition Program for Redevelopment Purposes Policy.	Approved 5-0
24-0317	PARK	Ordinance Amending Section 9.21.050 Controlled areas.	Approved 4-0
23-1217	CISM & PLAN	Resolution Authorizing Sale of City-Owned Property at 902 and 904 West Thomas Street.	Approved 4-0 Approved 4-0
24-0318	CISM & PLAN	Resolution Approving Final Plat – Vistas at Greenwood Hills First Addition.	Approved 4-0 Approved 7-0
24-0319	CISM	Resolution Approving sanitary sewer and watermain easement with Green Acres at Greenwood Hills LLC – Vistas at Greenwood Hills First Addition.	Approved 4-0
24-0322	CISM	Resolution Approving stormwater drainage easement with Green Acres at Greenwood Hills LLC – Vistas at Greenwood Hills First Addition.	Approved 4-0
24-0323	CISM	Resolution Approving stormwater pond access easement with Green Acres at Greenwood Hills LLC – Vistas at Greenwood Hills First Addition.	Approved 4-0

File #	CMT	Resolutions and Ordinances	ACT
24-0302	MAYOR	Mayor's Appointments	Placed on file
24-0326	FIN	Resolution Approving alleged claim for recovery of unlawful tax – Leigh Yawkey Woodson Art Museum Inc. (601 N. 12th Street).	Failed 0-5
24-0327	FIN	Resolution Approving alleged claim for recovery of unlawful tax – Green Acres at Greenwood Hills, LLC (3115 Townline Road and private road at Green Acres).	Failed 0-5
21-1204	ED & FIN	Resolution Approving Purchase and Development Agreement with Gorman & Company, LLC and Riverview Lofts Wausau, LLC for a 56-Unit Affordable Multi-Family Housing Project at 415 S First Avenue.	Approved 4-1 Approved 5-0
		Suspend Rule 6(B) Filing and 12(A) Referral of Resolutions (2/3 vote required)	
24-0320	COUN	Ordinance Amending Section 9.20.030 Pickup and drop area.	Pending
		Public Comment & Suggestions	

Adjournment

Signed by Mayor Katie Rosenberg

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

**This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 03/22/2024 @ 4:00 PM
Questions regarding this agenda may be directed to the City Clerk.**

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



Office of the Mayor
Katie Rosenberg

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

Proclamation

WHEREAS, the Community Development Block Grant (CDBG) Program has been in existence since 1974 and been used in Wausau since 1976; and

WHEREAS, the CDBG Program provides annual funding and flexibility to local communities to provide decent, safe and affordable housing, a suitable living environment, and economic opportunities to low- and moderate-income households; and

WHEREAS, over the past three years, the City of Wausau received a total of \$1,876,897 in CDBG funds and has funded a variety of projects that have directly benefited our citizens and neighborhoods by funding water, sewer, and street improvement projects, economic development projects, and other public improvement projects; and

WHEREAS, Congress and the nation acknowledge the critical value of the CDBG Program and the significant projects that rely on its funds for support; and

WHEREAS, the week of April 1-5, 2024, has been designated as National Community Development Week to celebrate the Community Development Block Grant Program, and celebrates 50 years; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim April 1-5, 2024 as

Community Development Block Grant Week

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, that our community supports the U.S. Department of Housing and Urban Development and the Community Development Block Grant Program.



Katie Rosenberg
Mayor, City of Wausau
April 1, 2024

Proclamation

WHEREAS, there has long been a recognition of the importance of trees in the quality of our environment and our lives and this year we celebrate the national 153rd Anniversary of Arbor Day; and

WHEREAS, the importance of planting trees has been stressed in terms of protecting our planet's ozone layers by cleaning the air, producing oxygen, reducing erosion of topsoil, cutting heating and cooling costs, providing habitat for wildlife, and beautifying our community; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

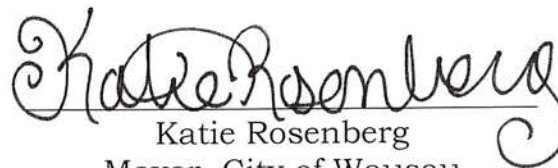
WHEREAS, the Parks Department will honor this important day by planting trees at Marathon Park with the assistance of local families and Wisconsin Public Service; and

WHEREAS, the City of Wausau is proud to be named "Tree City U.S.A." for the 43rd consecutive year, recognizing Wausau's progressive forestry program; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim April 26, 2024 as

Arbor Day

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, and urge them to celebrate Arbor Day and to support efforts to protect our trees and woodlands.



Katie Rosenberg
Mayor, City of Wausau
April 25, 2024

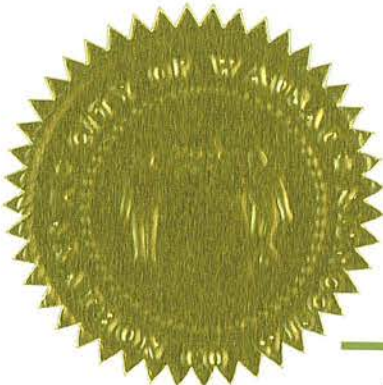
Proclamation

- WHEREAS,** in the 1960's, Wisconsin Senator Gaylord Nelson became worried that politicians were ignoring environmental issues, especially a California oil spill, so he organized a demonstration on April 22, 1970, which became the first official Earth Day; and
- WHEREAS,** this helped inspire the creation of the Environmental Protection Agency (EPA), as well as the Clean Air, Clean Water and Endangered Species Acts; and
- WHEREAS,** by 1990, the campaign spread to 141 countries, and gave significant attention to things like recycling; and
- WHEREAS,** this year marks the 54th Earth Day. The theme of "Planet vs. Plastics," speaks to advocacy for widespread awareness on the health risks of plastics, rapidly phase out all single use plastics, urgently push for a strong UN Treaty on Plastic Pollution, and demand an end to fast fashion ; and
- WHEREAS,** trees are an important piece of humanity's health and wellbeing, and a tree must live 10-20 years to have a meaningful effect on the environment; and
- WHEREAS,** urban reforestation projects improved the mental health of office workers who could view green spaces from their office; and
- WHEREAS,** this year, the Citizen's Climate Lobby Earth Day Tree Planting will take place on Saturday, April 27, 2024 at 10 am at the Brockmeyer Park and will involve planting of a fruit orchard; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim April 22, 2024, as

Earth Day

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, and ask that you all push for sustainable solutions as voters and consumers.



Katie Rosenberg
Mayor, City of Wausau
April 21, 2024

Proclamation

WHEREAS, there are an estimated 37 million Americans with kidney disease, and most don't know they have it; and

WHEREAS, 1 in 3 adults in the U.S. are at risk for kidney disease and that risk can be even higher for people of color. Early detection can help you successfully treat kidney disease but only if you know your risk; and

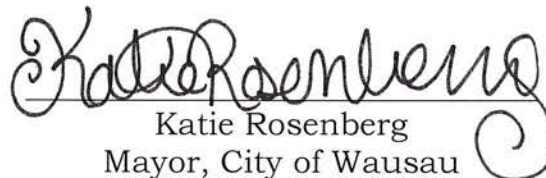
WHEREAS, if you have high blood pressure, diabetes, heart disease, are overweight, or have a family history of kidney disease, you may have a kidney condition. If left unchecked, kidney disease can lead to kidney failure; and

WHEREAS, the month of March is National Kidney Month, and the City of Wausau believes everyone should have an equal chance at a healthy life, and is committed to putting kidney disease, and its risk factors front and center; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim March 2024 as

National Kidney Month

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens.



Katie Rosenberg

Katie Rosenberg
Mayor, City of Wausau
March 22, 2024



Proclamation

- WHEREAS,** sexual violence is the #1 under reported crime in the United States and affects hundreds of Wausau residents every year; and
- WHEREAS,** sexual violence is an ongoing and devastating problem that violates an individual's safety, dignity, and humanity; and causes lasting harm to people of every age, religion, identity, race, culture, and socioeconomic status; and
- WHEREAS,** 1 in 3 women and 1 in 5 men in Wisconsin have experienced sexual violence in their lifetime, and 9% of Marathon County high school students reported being forced to take part in sexual activity; and
- WHEREAS,** through greater public awareness of the causes and effects of sexual violence in our community, we can work to prevent future violation of our citizens and commit to addressing this problem on every civic level; and
- WHEREAS,** with the unwavering support of the City of Wausau, The Women's Community, and victim service providers in our community, Survivors of sexual violence will be empowered to move through their grief and trauma without fear of judgement; and will be heard and respected; and
- WHEREAS,** thanks to courageous, persistent Survivors and dedicated service providers, we recommit ourselves to building a community where sexual violence is not tolerated, perpetrators are held accountable, Survivors are supported, and all people can live without fear of assault or abuse; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim April 2024 as

SEXUAL ASSAULT AWARENESS MONTH

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens.



Katie Rosenberg
Mayor, City of Wausau
April 1, 2024

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, March 12, 2024, in Council Chambers, beginning at 6:31 p.m.,
Mayor Katie Rosenberg presiding.

Roll Call

03/12/2024

Roll Call indicated 11 members present.

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

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

03/12/2024

- 1) Jonathan Smith, 1114 Prospect Avenue – spoke in support of River Edge Trail Extension.
- 2) Maggie Cronin, 311 Summit Drive – spoke on The Joseph Project.

Consent Agenda

03/12/2024

Motion by Herbst, seconded by Larson, to adopt all the items on the Consent Agenda as follows:

24-0301 Minutes of a previous meeting (02/27/2024).

24-0303 Resolution from the Capital Improvements and Street Maintenance Committee Approving planter easements with Wausau Opportunity Zone, Inc. - N. 2nd Street north of Forest Street and on Jackson Street east of N. 3rd Street.

24-0305 Resolution from the Human Resources Committee to Approve certification pay for utilities workers.

24-0306 Resolution from the Finance Committee Approving a Supplemental Site Investigation-PFAS Assessment for the 1300 Cleveland Avenue property, WDNR BRRTS#02-37-587081.

82-0526 Joint Resolution from the Parks and Recreation Committee and the Airport Committee Authorizing execution of lease for Radkte Point Park and Grace Park with the City of Schofield.

24-0309 Resolution from the Economic Development Committee Authorizing sale of 102 Short Street.

24-0313 Joint Resolution from the Capital Improvements and Street Maintenance Committee and Plan Commission Approving Green Tree Meadows Preliminary Plat.

Yes Votes: 11

No Votes: 0

Abstain: 0

Not Voting: 0

Result: PASSED

24-0310 Amendment

03/12/2024

Motion by Gisselman, seconded by Diny, to amend 24-0310 to strike the last sentence of the 4th whereas clause.

Gisselman stated that funding for these awaiting projects should come from other sources and not solely from the sale of in-fill homes.

Rasmussen questioned the necessity of this amendment as the spend-down requirement for funding makes it necessary to move forward on ready housing projects while other projects that require environmental testing and possible remediation are not ready at this time. It was stated that the city should use funding available now on ready housing projects and use those sales to fund the other projects.

Kilian stated that the amendment should not hinder the ability of ready projects to move forward. It was stated that it was not wise to pigeon-hole a sequence of sales to occur to fund housing projects and stated support for the amendment.

Larson questioned as to why housing projects on property that require environmental testing and possible remediation did not have this testing conducted sooner with the knowledge of these projects moving forward. It was stated that neighborhood residents were not happy with previous iterations of the housing projects and that the project had been delayed to accommodate those concerns. It was further stated that due to the complicated nature of the application for environmental testing the application has taken a long time to process.

Diny stated this amendment would allow housing projects to not have to rely on a revolving credit to support future projects.

Watson questioned if the purpose of the language proposed to be stricken in this amendment was to earmark that funding for future housing. It was stated that the funding from the sale of in-fill housing projects could still be used towards other funding projects with the passage of the amendment and that it was the intent of the language to earmark the funding solely for housing.

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

Yes Votes: 6 No Votes: 5 Abstain: 0 Not Voting: 0 Result: PASSED

24-0310 **03/12/2024**

Motion by Watson, seconded by Henke, to adopt the Resolution from the Economic Development Committee Authorization of a Request for Bids for the purchase and installation of modular/manufactured single family homes on city-owned lots as amended.

Gisselman requested that whenever in-fill housing comes in, it would be constructed in a way that respects the compatibility of the neighborhood that they reflect.

Lukens stated opposition of the previously passed amendment with the intention to instead support amending the language to allow funding of future housing projects from other sources and the sale of in-fill housing.

Yes Votes: 11 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

Diny is excused from the rest of the meeting.

24-0312 **03/12/2024**

Motion by Watson, seconded by Lukens, to adopt the Ordinance from the Plan Commission to Rezone 1327, 1331, 1333, 1337, 1341, 1355, 1361, 1363, 1371 S 8th Ave and 706 Flieth St from an SR-3, Single Family Residential – 3, TF-10, Two-Flat Residential-10, and NMU, Neighborhood Mixed Use, to a PUD, Planned Unit Development and approve the general development plan, GDP, to allow a multi-family development.

Larson stated support and wanted to publicly thank the stakeholders involved in moving this project forward.

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

24-0108 Amendment **03/12/2024**

Motion by Henke, seconded by Kilian, to amend 24-0108 to remove Kenneth Lasiuk’s recommendation for denial and send back to the Public Health & Safety Committee for review.

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

Yes Votes: 9 No Votes: 1 Abstain: 0 Not Voting: 1 Result: PASSED

24-0108 **03/12/2024**

Motion by Rasmussen, seconded by Larson, to adopt the Resolution from the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated as amended. Adopted 10-0.

Rasmussen stated that the committee making the denial recommendation for Kenneth Lasiuk had not heard from the individual during the committee’s consideration. Rasmussen further stated that if further consideration was wanted, that license application could be referred back to the committee.

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

24-0307 **03/12/2024**

Motion by Herbst, seconded by Lukens, to adopt the Resolution from the Parks and Recreation Committee Approving Athletic Park Use Agreement – Wausau College Softball, LLC.

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

Yes Votes: 9 No Votes: 1 Abstain: 0 Not Voting: 1 Result: PASSED

23-1109C **03/12/2024**

Motion by Lukens, seconded by Watson, to adopt the Resolution from the Finance Committee Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – River Edge Trail Extension – Thomas Street.

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

9	Herbst, Dawn	YES
10	Larson, Lou	YES
11	Henke, Chad	YES

Yes Votes: 9 No Votes: 1 Abstain: 0 Not Voting: 1 Result: PASSED

23-1109D **03/12/2024**

Motion by Lukens, seconded by Watson to adopt the Resolution from the Finance Committee Approving and Adopting a Budget Modification for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects to Supplement Existing Storm, Water and Sewer Utility Projects.

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

Yes Votes: 9 No Votes: 1 Abstain: 0 Not Voting: 1 Result: PASSED

23-1109E **03/12/2024**

Motion by Lukens, seconded by Watson to adopt the Resolution from the Finance Committee Approving and Adopting a Budget Modification for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund (ARPA)– Catholic Charities Warming Center and Day Center and related contract modification.

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

23-1109F **03/12/2024**

Motion by Henke, seconded by Lukens, to adopt the Resolution from the Finance Committee Approving 2024 Budget Modification – City Hall Hardware and software door lock systems and related security improvements.

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

23-1109G **03/12/2024**

Motion by Herbst, seconded by Rasmussen, to adopt the Resolution from the Finance Committee Approving 2024 Budget Modification – Purchase of Ice Breaker.

Larson stated support of this as it helps neighborhoods in which there are no sidewalks and residents must walk on the street in the wintertime.

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

Suspend the Rules **03/12/2024**

Motion by Watson, second by Henke, to suspend Rule 6(B) Filing and 12(A) Referral of Resolutions.

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

24-0304 **03/12/2024**

Motion by Watson, seconded by Herbst, to adopt the Resolution from the Finance Committee Authorizing the acceptance of Community Enhancement Grant for a therapy dog.

Yes Votes: 10

No Votes: 0

Abstain: 0

Not Voting: 1

Result: PASSED

Public Comment & Suggestions

03/12/2024

- 1) Albert Meyer, 1226 Stark Street – spoke to question the use of artificial turf at Athletic Park.

Adjourn

03/12/2024

Motion by Watson, second by Herbst, to adjourn the meeting. Motion carried. Meeting adjourned at 7:20 p.m.

Katie Rosenberg, Mayor
Kaitlyn Bernarde, City Clerk

DRAFT

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving agreement for Urban Search and Rescue Emergency Response Services with the State of Wisconsin.

Committee Action: Approved 5-0

Fiscal Impact: Reimbursement from the State

File Number: 22-0907

Date Introduced: March 26, 2024

RESOLUTION

WHEREAS, the State of Wisconsin has recently established a FEMA Type III Urban Search and Rescue (“USAR”) team that consists of 85 members; and

WHEREAS, the State of Wisconsin’s goal is to become a FEMA Type I team with 240 members within the next two years, and

WHEREAS, this goal has opened an opportunity for additional fire departments to become a part of this team and supply firefighters to be trained as USAR Rescue Technicians; and

WHEREAS, the Wausau Fire Department has been offered the opportunity to join this team to supply fire fighters trained as USAR rescue technicians and serve on the team; and

WHEREAS, this will greatly benefit the Wausau Fire Department and the citizens of Wausau by being able to train Wausau fire fighters to a high level in search and rescue tasks; and

WHEREAS, the State of Wisconsin will reimburse the City for all training and deployment of services at \$55/hour; and

WHEREAS, this agreement between the City of Wausau and State of Wisconsin is for the term of July 1, 2024 through June 30, 2026; and

WHEREAS, your Public Health and Safety Committee, at their March 18, 2024 meeting, recommended approval of the agreement.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized to execute the agreement for Urban Search and Rescue Emergency Response Services for July 1, 2024 through June 30, 2026, a copy of which is attached hereto and incorporated herein by reference.

Approved:

Katie Rosenberg, Mayor



**AGREEMENT FOR URBAN
SEARCH AND RESCUE EMERGENCY
RESPONSE SERVICES**

July 1, 2024, through June 30, 2026

Between

**STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT**

And

CITY OF WAUSAU

This agreement (Agreement) is by and between the State of Wisconsin through the Department of Military Affairs (the Department), Division of Emergency Management (the Division) and City of Wausau, Wisconsin (Participating Agency), a Local Agency, regarding the provision of personnel by Participating Agency to a statewide urban search and rescue team created pursuant to Wis. Stat. § 323.72(1). The Division and Participating Agency are each a Party and, collectively, the Parties.

RECITALS

- 1.0 To protect life and property against the dangers of emergencies, the Division has, pursuant to Wis. Stat. § 323.72(1), established a US&R team that can be deployed to provide Services in response to Emergencies.
- 2.0 The Division desires to enter into this Agreement with Participating Agency for the purpose of having Participating Agency supply qualified employees to serve on such a team and Participating Agency desires to provide such employees.

NOW THEREFORE, for the mutual promises set forth below, the Parties agree as follows:

TERMS AND CONDITIONS

- 1.0 **Recitals:** The Recitals are incorporated by reference.
- 2.0 **Definitions:** The following definitions are used throughout this Agreement:
 - 2.1 “Advisory Committee” means the WI-TF1 Advisory Committee established by this Agreement and consisting of five or seven members appointed by the Board of Directors of the Wisconsin State Fire Chiefs’ Association.
 - 2.2 “All-Hazards” means the grouping classification encompassing all conditions, environmental or man-made, that have the potential to cause injury, illness or death or damage to or loss of equipment, infrastructure services or property or, alternatively, causing functional degradation to societal, economic, or environmental aspects.
 - 2.3 “Certification” means an affirmation that a candidate has successfully met the requirements of a standard or level of a standard through a valid and reliable assessment as approved by the National Board on Fire Service Professional Qualifications.
 - 2.4 “Emergency” or “Emergencies” means an incident(s) or event(s) for which, in the sole determination of the Division, Services are needed to supplement state and local efforts and capabilities to save lives and protect property and public health and safety or to lessen or avert the threat of a catastrophe.
 - 2.5 “Harm” means, at a minimum, human casualties, destruction of property, adverse economic impact and/or damage to natural resources.

- 2.6 “Incident” means any natural, technological, or human-caused occurrence that may cause Harm and that may require action. Incidents may include major disasters, terrorist attacks, wildland and urban fires, floods, hazardous materials, explosions, nuclear accidents, aircraft accidents, earthquakes, cyberattacks, hurricanes, tornadoes, tropical storms, public health and medical emergencies, law enforcement encounters, service calls, mutual aid, false alarms, and other occurrences requiring an emergency response.
- 2.7 “Local Agency,” pursuant to Wis. Stat. §§ 323.70(1)(b) and 323.72(1), means an agency of a county, city, village, or town, including a municipal police or fire department, a municipal health organization, a county office of emergency management, a county sheriff, an emergency medical service, a local emergency response team, or a public works department.
- 2.8 “REACT Center” means the Regional Emergency All-Climate Training Center, which is a training facility owned and operated by the State of Wisconsin, Department of Military Affairs and operated by the Division.
- 2.9 “Services” means US&R emergency response services as described in Wis. Stat. § 323.72(1) and any subsequent amendments to that statute, which include services involving search, rescue and recovery in the technical rescue disciplines including structural collapse, rope rescue, vehicle extrication, machinery extrication, confined space, trench, excavation, and water operations in an US&R environment.
- 2.10 “US&R” means urban search and rescue, which involves the location, rescue (extrication), and initial medical stabilization of victims trapped in confined spaces. Structural collapse is most often the cause of victims being trapped, but victims may also be trapped in transportation accidents, mines and collapsed trenches. US&R is considered an all-hazards discipline, as it may be needed for a variety of emergencies or disasters, including earthquakes, hurricanes, typhoons, storms and tornadoes, floods, dam failures, technological accidents, terrorist activities, and hazardous materials releases.
- 2.11 “WI-TF1” means the all-hazards US&R team authorized by Wis. Stat. § 323.72(1) made up of firefighters, engineers, medical professionals, canine handlers, incident managers, and others that is a core component of a Search and Rescue Essential Support Function mission, including a Type 1 US&R task force, Type 3 US&R task force or any component thereof, as designated by the Federal Emergency Management Agency National Incident Management System Search and Rescue resource typing system. See Wis. Stat. § 323.72(7).

3.0 Participating Agency Obligations:

- 3.1. Recognizing that many of Participating Agency’s employees who are potential candidates for appointment to WI-TF1 may not have all required training as of the date this Agreement begins, the Parties agree to proceed as follows within 90 days after the Agreement begins.

- 3.1.1 After individuals selected for training have successfully completed the training, Participating Agency shall provide, on a form prescribed by the Division, a list of trained individuals that it deems to be good candidates for appointment to WI-TF1 but for the need for up-to-date training. The Division shall select individuals from list for initial and/or refresher training required by Section 4.0 of this Agreement.
- 3.2 Once the employees Participating Agency proposed to be appointed to WI-TF1 have successfully completed the required training, Participating Agency shall provide to the Division for Division approval a list on a form prescribed by the Division of one or more employees fully trained as set forth in Section 4.0 of this Agreement who Participating Agency proposes be a WI-TF1 member for Division approval, along with a description of the anticipated role the employee would have on WI-TF1 (e.g., Medical Specialist, Structural Collapse Search Technician, etc.). Only those employees who Participating Agency can demonstrate to the Division's satisfaction meet the following criteria at the time Participating Agency submits the list may be included on the list:
 - 3.2.1 Possess all required training and certifications necessary to perform Services in the specific role the employee would fill on WI-TF1, based on the training, competency, and job performance requirement standards for an US&R task force issued by the National Fire Protection Association (NFPA), the most current version of the urban search and rescue standards issued by the Emergency Management Accreditation program, and any training standards required by law, rule or regulation.
 - 3.2.2 Are employees in good standing.
 - 3.2.3 Are not probationary employees.
 - 3.2.4 Have been subjected to a background check by Participating Agency or the Division.
 - 3.2.5 Meet any medical or fitness standards agreed upon by the WI-TF1 Advisory Committee and the Division.
 - 3.2.6 Have been instructed on and, as required by the State of Wisconsin, are able to meet the then-current COVID-19 standards set by the State of Wisconsin, for its employees, including vaccination, testing, and mask-wearing requirements.
- 3.3 The Division, in consultation with the Advisory Committee established pursuant to Section 3.7 below, may appoint one or more of the employees on the list to the WI-TF1. Inclusion on the list or proposed WI-TF1 members does not guarantee appointment.
- 3.4 Upon receipt of an emergency response request by the Division pursuant to the Standard Operating Procedures, Participating Agency shall direct employees who have been appointed to WI-TF1 and designated for mobilization to travel to the REACT Center or such other location as designated by the Division to be deployed to provide Services in response to an Emergency.

- 3.5 Participating Agency may not self-deploy WI-TF1 members. This prohibition does not prevent Participating Agency from deploying its employees to respond to emergencies where urban search and rescue services are needed or responding with urban search and rescue vehicles, equipment and supplies under local authority, mutual aid agreements or other contracts entered into under local authority. Participating Agency recognizes that it is not entitled to reimbursement by the Division for such response costs and that the Division will not supply equipment or vehicles for such responses.
- 3.6 Participating Agency shall comply with all requirements of any grants which provide funding for WI-TF1.
- 3.7 An Advisory Committee has been established, the duties of which will be defined by the WI-TF1 Standard Operating Procedures.
- 3.8 The Division, in consultation with the Advisory Committee, has the authority to immediately suspend or terminate a WI-TF1 member from participation on the task force.

4.0 Required Training and Exercises:

- 4.1 All required training and exercises must be done at the REACT Center or at a location pre-approved in writing by the Division in consultation with the Advisory Committee. Refresher training shall be a minimum of eighteen (18) hours per WI-TF1 member per year. Additional specialty training may be made available at REACT upon written pre-approval by the Division. Participation in required training and exercises will be in accordance with the WI-TF1 Attendance Policy approved by the Division in consultation with the Advisory Committee.
- 4.2 Non-Duty Status: All individuals attending training or exercises at the REACT Center shall be in a non-duty status with Participating Agency.
- 4.3 Training and Exercise Schedule: To facilitate planning for required training and exercises, the REACT Center shall post the relevant schedule a minimum of twelve months in advance of the start date of the training, except that specialized training may be made available with less advance notice. Changes may be made to the training and exercise schedule for unforeseen circumstances by notification of Participating Agencies. The Division will provide as much advanced notice of any changes as possible.

5.0 Response Procedures and Limitations:

- 5.1 Participating Agency recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Participating Agency agrees that, if local fire response obligations in Participating Agency's own jurisdiction would limit necessary resources necessary to provide Services in response to an Emergency or make such resources unavailable, Participating Agency will seek aid from local jurisdictions to assist in local fire response obligations in Participating Agency's own jurisdiction to ensure availability of resources for the performance of Services.

5.2 Participating Agency and the Division agree that WI-TF1 or components of it may be used for any Emergency for which WI-TF1 members are trained and qualified.

5.3 Participating Agency's obligation to provide services under this Agreement shall arise, with respect to specific Emergency response actions, upon receipt of an Emergency response request pursuant to the Standard Operating Procedures. See Section 7 below.

6.0 Right of Refusal:

If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Participating Agency because Participating Agency's resources are otherwise inadequate or unavailable and mutual aid is unavailable, then if notice has been provided to the Division, the Participating Agency may decline a request for personnel to staff WI-TF1 and/or for response equipment.

7.0 Standard Operating Procedures:

Participating Agency and Division agree that WI-TF1 operations will be conducted in accordance with Standard Operating Procedures and a "Call-Out Procedure" that will be mutually approved by the Parties and other Local Agencies providing WI-TF1 members. Participating Agency agrees that it shall ensure that any of its employees appointed to WI-TF1 comply with these procedures.

8.0 Reimbursement of Costs

There are three types of Participating Agency costs that shall be reimbursed under this Agreement: (1) costs related to providing requested Services and (2) required training and exercise costs; and (3) costs related to an increase in duty-disability benefit premiums due to an injury a WI-TF1 member sustained while performing under this Agreement. In seeking reimbursement for those costs, Participating Agency shall comply with all Division-approved procedures and any relevant administrative rules.

9.0 Reimbursement for Response Costs:

9.1 Pursuant to Wis. Stat. § 323.72(2), the Division shall reimburse Participating Agency for costs incurred by Participating Agency in responding to an Emergency and providing Services at the request of the Division within 60 days after receiving a complete application for reimbursement on a form prescribed by the Division but only if (1) the Division determines that the provision of Services was necessary; and (2) Participating Agency applies for reimbursement within 45 days after the conclusion of that deployment of WI-TF1 for that particular Emergency.

9.2 Recoverable costs include but are not limited to the use of vehicles and apparatus, personnel expenses, backfill expenses and emergency expenses. The amount of reimbursement for the enumerated costs are as follows:

9.2.1 Reimbursement for use of Vehicle(s) and Apparatus: Participating Agency shall be

reimbursed for the approved use of its vehicles and equipment in providing Services at FEMA-established rates.

9.2.2 Personnel Expenses: Reasonable personnel expenses relating to WI-TF1 members deployed at the direction of the Division to provide Services which are reimbursable at \$55.00 per hour per deployed employee. During a deployment, this shall be calculated as portal to portal.

9.2.3 Backfill expenses: Participating Agency's reasonable personnel expenses incurred to cover the duties of employees deployed to provide Services as part of WI-TF1 are reimbursable at the Participating Agency's actual cost.

9.2.4 Emergency Expenses: Participating Agency's necessary and reasonable emergency expenses related to deploying employees to provide Services, which expenses must be based on actual expenditures and fully documented by the Participating Agency. The Division reserves the right to deny any reimbursement of Participating Agency expenditures it deems to be unreasonable or unjustifiable.

9.3 Participating Agency agrees to make reasonable and good faith efforts to minimize its costs related to providing personnel and equipment to perform Services in response to an Emergency.

10.0 Payment for Training and Exercise Costs:

10.1 In any given fiscal year, Participating Agency shall be paid for any training and participation in exercises of employees who the Division has appointed to WI-TF1 that is pre-authorized in writing by the Division at a rate of \$55 per hour per appointed employee consistent with the Attendance Policy.

10.2 Such payment will be made on a quarterly basis as determined by reference to the state's fiscal year. For example, the first quarter will be from July 1 through September 30 and so forth.

10.3 The Division will not pay for Participating Agency's personnel backfill expenses to cover team members who are traveling to and from or participating in training or exercises.

11.0 Reimbursement of Increased Duty Disability Costs:

11.1 The Division shall reimburse Participating Agency for costs incurred by Participating Agency for any increase in contributions for duty disability premiums under Wis. Stat. § 40.05(2)(aw) for its employees who are WI-TF1 members and who receive duty disability benefits under Wis. Stat. § 40.65 because of an injury that occurred while performing duties as a member of WI-TF1.

11.2 Application for reimbursement under this Section shall be made after the close of the State's fiscal year and shall seek reimbursement for any cost due to increased premiums referred to above imposed in the prior fiscal year.

11.3 Payment under this Section shall be made within 60 days of receipt of documentation of the following:

11.3.1 That the WI-TF1 member was injured while performing WI-TF1 duties after being deployed pursuant to a Division order.

11.3.2 That the member is receiving duty disability benefits because of such injury.

11.3.3 The amount of increase in premium for duty disability benefits to the Participating Agency that can be directly attributed to the receipt of such benefits by the member during the preceding fiscal year.

12.0 Employer-Employee Relationship and Obligations Maintained:

Except as provided in this Agreement, Participating Agency employees who are WI-TF1 members remain employees of Participating Agency and are not employees of the State of Wisconsin. This means, in part, that Participating Agency's employees are not entitled to Division contribution for any Public Employees Retirement Withholding System benefit(s), nor to any other benefits or any wage provided by the State of Wisconsin to its employees. Participating Agency shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes from any wages paid or benefits provided to its employees.

13.0 Worker's Compensation:

A WI-TF1 member acting under this Agreement is an employee of the state for purposes of worker's compensation pursuant to Wis. Stat. § 323.72(4).

14.0 Dual Payment:

Participating Agency shall not be compensated for work performed under this Agreement both by the Division and any other state agency or person(s) responsible for causing an Emergency except as approved and authorized under this Agreement.

15.0 Reasonable Efforts:

Participating Agency shall make reasonable and good-faith efforts to minimize its costs related to its employees' participation in WI-TF1 training, exercise, and Emergency response Services.

16.0 Liability and Indemnity

16.1 Scope:

During operations authorized by this Agreement, WI-TF1 members supplied by Participating Agency are agents of the state for purposes of Wis. Stat. § 895.46(1). For the purposes of this Section, operations means activities, including travel, directly related to

providing Services. Operations also include training activities provided under this Agreement to WI-TF1 members but does not include travel to and from any training required or permitted under this Agreement.

16.2 Civil liability exemption; regional emergency response teams and their sponsoring agencies:

Pursuant to Wis. Stat. § 895.483(4), Participating Agency and its employees who are members of WI-TF1 are immune from civil liability for acts or omissions related to carrying out the Services.

16.3 Participating Agency Indemnification of State:

When acting as other than an agent of the State of Wisconsin under this Agreement, and when using the State's or Division's vehicles or equipment, Participating Agency shall indemnify, defend and hold harmless the State, which includes the Department, the Division and all state agencies, and its officers, officials, agents, employees, and members from all claims, suits or actions of any nature, including actions for attorneys' fees, arising out of the activities or omissions of Participating Agency, its officers, officials, subcontractors, agents or employees.

17.0 Insurance Obligations:

17.1 Insurance obligations are set forth in the Standard Terms and Conditions attached as Exhibit A. Prior to commencement of this Agreement, Participating Agency must either provide to the Division a certificate of insurance or, if Participating Agency is self-insured or uninsured, a certificate of protection in lieu of insurance certifying that Participating Agency is protected by a self-funded liability and property program or alternative funding source(s). Such certification must be provided on an annual basis.

17.2 Participating Agency agrees that it shall not cancel or make a material change to the insurance required by this Agreement without 30 days written notice to the Division.

18.0 Standard Terms and Conditions: The Wisconsin Standard Terms and Conditions are attached as Exhibit A and are incorporated into this Agreement by reference.

19.0 Miscellaneous

19.1 Disclosure of Independence and Relationship: Participating Agency certifies that no relationship exists between it, the State of Wisconsin or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the team and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be averse to the interest of the State.

Participating Agency agrees as part of this Agreement that, during performance of the terms of this Agreement, they will neither provide contractual services nor enter into any

agreement to provide services to a person or entity that is regulated or funded by the Department or has interests that are adverse to the Department. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be adverse to the interests of the state.

- 19.2 Dual Employment: Wis. Stat. § 16.417 prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.
- 19.3 Employment: Participating Agency will not engage the service of any person or persons now employed by the state, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department and Division.
- 19.4 Conflict of interest: Private and non-profit corporations are bound by Wis. Stat. §§ 180.0831 and 181.225 regarding conflicts of interest by directors in the conduct of state contracts.
- 19.5 Recordkeeping and Record Retention: The Participating Agency shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Participating Agency. The Participating Agency shall retain all documents applicable to the Agreement for a period of not less than three (3) years after the final payment is made or longer where required by law.
- 19.6 Indemnification Regarding Employment Disputes: Participating Agency shall indemnify, defend, and hold harmless the State of Wisconsin, including the Division and the Department, with respect any disputes Participating Agency may have with its employees. Such disputes include but are not limited to charges of discrimination, harassment, improper wage payment, and discharge without just cause.
- 19.7 Term, Termination and Review of Agreement:
 - 19.7.1 Term: This Agreement shall begin on July 1, 2024, and terminate on June 30, 2026, unless terminated earlier pursuant to Section 19.7.2.
 - 19.7.2 Termination:
 - 19.7.2.1 The Division and/or Participating Agency may terminate this Agreement at any time upon one hundred twenty (120) days written notice to the other Party.

19.7.2.2 The Division may also terminate this Agreement at will effective upon delivery of written notice to the Participating Agency under any of the following conditions:

19.7.2.2.1 Funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for training.

19.7.2.2.2 Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.

19.7.2.2.3 Any license or certification required by law or regulation to be held by the Participating Agency to provide the services required by this Agreement is for any reason denied, revoked, lapses, or not renewed.

19.7.2.3 Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Upon termination, the Division's liability under Sections 8-11 will be limited to events occurring during the term of this Agreement.

19.7.3 Review: The Agreement shall be reviewed by the Parties and other participating agencies no later than six (6) months prior to the expiration of this Agreement.

19.8 Entire Agreement: The contents of the Agreement including its Exhibits shall constitute the entire agreement between the Parties relating to the subject matter of the Agreement. The Agreement supersedes any and all prior agreements, whether expressed orally or in writing, relating to the subject matter of the Agreement.

19.9 Applicable Law: This Agreement shall be governed by the laws of the State of Wisconsin. The Participating Agency and State shall at all times comply with and observe all federal and state laws and regulations, the federal and state constitutions, and local ordinances and regulations in effect during the period of this Agreement and which may in any manner affect its performance of its obligations under this Agreement, including the provision of Services.

19.10 Assignment: No right or duty of the Participating Agency under this Agreement, whole or in part, may be assigned or delegated without the prior written consent of the State of Wisconsin.

19.11 Successors in Interest: The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and

permitted assigns.

- 19.12 Force Majeure: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war or for other reasons beyond that Party's reasonable control.
- 19.13 Notifications: Participating Agency shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees, and members. Such reports shall be directed to:

ATTN: Administrator
Division of Emergency Management
DMA Wisconsin
PO Box 7865
Madison, WI 53707-7865
Telephone #: (608) 242-3232
FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: Office of the Department of Military Affairs General Counsel
Wisconsin Department of Military Affairs
2400 Wright Street
Madison, WI 53704

- 19.14 Severability: If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19.15 Amendments: The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of Division and Participating Agency.
- 19.16 Approval Authority: Participating Agency's representative(s) certify by their signature herein that he or she has the necessary and lawful authority to enter into contracts and agreements on behalf of Participating Agency.
- 19.17 No Waiver: No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, state, or Participating Agency shall operate as a waiver of the same, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of the same or the exercise of any other right, power or remedy created by the Agreement. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided in the written waiver. A waiver of any covenant, term or condition

contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

19.18 Construction of Agreement: This Agreement is intended to be solely between the Parties. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the Parties.

The Division and Participating Agency make no representations to third parties with regard to the ultimate outcome of the provision of Services.

Approving Signatures:

ON BEHALF OF THE WISCONSIN EMERGENCY MANAGEMENT DIVISION

Dated this ____ day of _____, 2024

Greg Engle, Acting Division Administrator

ON BEHALF OF THE CITY OF WAUSAU

Dated this ____ day of _____, 2024

Katie Rosenberg, Mayor

Dated this ____ day of _____, 2024

Kaitlyn Bernarde, City Clerk

APPROVED AS TO FORM

Dated this ____ day of _____, 2024

Anne Jacobson, City Attorney

ON BEHALF OF THE CITY OF WAUSAU FIRE DEPARTMENT

Dated this ____ day of _____, 2024

Jeremy Kopp, Fire Chief

EXHIBIT A

EXHIBIT A TO AGREEMENT FOR URBAN SEARCH AND RESCUE EMERGENCY RESPONSE SERVICES AGREEMENT (the Agreement)

STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS

ANTITRUST ASSIGNMENT: The Participating Agency and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Participating Agency hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this Agreement.

APPLICABLE LAW AND COMPLIANCE: This Agreement shall be governed under the laws of the State of Wisconsin. The Participating Agency shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this Agreement if the Participating Agency fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this Agreement with any federally debarred Participating Agency or a Participating Agency that is presently identified on the list of parties excluded from federal procurement and non-procurement Agreements.

CANCELLATION: The State of Wisconsin reserves the right to cancel any Agreement in whole or in part without penalty due to nonappropriation, unavailability or insufficiency of funds or for failure of the Participating Agency to comply with terms, conditions, and specifications of this Agreement.

WORK CENTER CRITERIA: A work center must be certified under s.16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

INSURANCE RESPONSIBILITY: The Participating Agency performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/Agreement. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this Agreement, the Participating Agency agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Participating Agency further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Participating Agency. An exemption occurs from this requirement if the Participating Agency has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the Agreement is awarded, the Participating Agency must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The Participating Agency agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the Participating Agency's becoming declared an "ineligible" Participating Agency, termination of the Agreement, or withholding of payment.

Pursuant to 2019 Wisconsin Executive Order 1, Participating Agency agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Pursuant to s. 16.75(10p), Wis. Stats., Participating Agency agrees it is not, and will not for the duration of the Agreement, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

PUBLIC RECORDS. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this Agreement, the Participating Agency shall provide the requested records to the contracting agency in order to ensure compliance with s. 19.36(3), Wis. Stats. Participating Agency, following final payment under this Agreement, shall retain all records produced or collected under this Agreement for six (6) years. Participating Agency is also considered a contractor for the purposes of Wis. Stat. § 19.36(3) and must comply with its provisions.

TAXES: The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state.

VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

ORDINANCE OF CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Amending Chapter 3.12 – Sale of City-Owned Real Property.

Committee Action: Approved 4-0

Ordinance Number: 61-5956

Fiscal Impact: None

File Number: 24-0314

Date Introduced: March 26, 2024

The Common Council of the City of Wausau do ordain as follows:

Add ()
Delete ()

Chapter 3.12 - SALE OF CITY-OWNED REAL PROPERTY

Section 1. That Chapter 3.12 - Sale of City-Owned Real Property is hereby amended to read as follows:

Chapter 3.12 – PURCHASE OR SALE OF CITY-OWNED REAL ESTATE

Section 2. That Section 3.12.010 Requests and proposals to be directed to Council is hereby amended to read as follows:

3.12.010 - Requests and proposals to be directed to Council Capital Improvements and Street Maintenance Committee.

- (a) Any request or proposal for the sale of City-owned real property a purchase, sale or leasing of real property by the City shall be directed to the Common Council and such request or proposal shall be referred to the Capital Improvements and Street Maintenance Committee for its recommendations. The only sales not subject to sections 3.12.020 and 3.12.030 are sales of lots to adjoining property owners at a value set by the Assessment Department. Such lots shall be deemed undevelopable by the zoning inspector. The Capital Improvements and Street Maintenance Committee may also from time to time report recommend to the Common Council the use or disposition of vacant or unutilized city-owned real property. Additionally, it may recommend the acquisition of real property for municipal purposes. and recommend that certain tracts of land under its jurisdiction be offered for sale.

Section 3. That Section 3.12.040 Applicability–City representatives is hereby amended to read as follows:

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 residential or commercial redevelopment purposes pursuant to resolution or 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.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. This ordinance shall be in full force and effect on the day after its publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

ORDINANCE OF CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Amending Sections 2.16.010 – Generally, Rule 13 Committees, 2.21.030 Board-Composition, 3.12.010 – Requests and proposals to be directed to Council, 3.12.020 Various departments to be notified-Recommendations, 3.12.030 – Procedure for disposition of land, 3.24.030 – Assessment formula-General, 3.24.050 – Determination of assessment cost for new street construction, 3.24.060 - Determination of assessment cost for street reconstruction, 10.01.020 - Through streets, 10.01.040 – Speed limits, 10.01.050 Traffic control signals, 10.20.010 – Capital Improvements and Street Maintenance Committee to establish limits, 10.40.050 – Rules of the road, 10.52.020 – Police administration, 10.52.030 – Records of traffic violations, 10.52.040 – Police to investigate accidents and receive accident reports, 12.20.030 Concrete drive approaches required, 12.44.040 Exceptions, 21.08.200 – Preliminary plat, 21.12.030 – Filing of preliminary plat, 21.12.040 Preliminary plat review and recommendations, 21.12.060 – Development agreements, 21.12.080 Final plat review and recommendations, 21.16.080 – Acquisition of land within a proposed plat for public use, 21.16.085 – Required dedications for park purposes, 21.16.120 – Vacation or alteration of parkland, 21.24.010 – Submission-purpose, 21.30.040 – Assessor’s plat survey procedures, 21.32.020 – Common Council, 21.32.030 Capital improvements and street maintenance committee and plan commission, 21.32.090 - Variations and exceptions and 21.32.140 - Amendments, replacing Capital Improvements and Street Maintenance Committee with Infrastructure and Facilities Committee.

Committee Action: Approved 4-0

Ordinance Number: 61-5959

Fiscal Impact: None

File Number: 24-0315

Date Introduced: March 26, 2024

WHEREAS, on January 11, February 8 and March 14, 2024, your Capital Improvements and Street Maintenance Committee met and discussed the duties and responsibilities of the committee; and

WHEREAS, on March 14, 2024, your Capital Improvements and Street Maintenance Committee recommended changing the committee’s name to Infrastructure and Facilities Committee.

NOW, THEREFORE, BE IT RESOLVED, the Common Council of the City of Wausau do ordain as follows:

Add ()
Delete ()

Section 1. That Section 2.16.010 – Generally, Rule 13 Committees, is hereby amended to read as follows:

.....

RULE 13 COMMITTEES

....

B. *Standing Committees.* The Standing Committees of the Council shall be:

1. ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities**;

Section 2. That Section 2.21.030 - Board-Composition, is hereby amended to read as follows:

2.21.030 – Board-Composition.

There is created for the City an Administrative Review Appeals Board (Appeals Board hereafter) consisting of three members and an alternate member which shall have the duty and responsibility of hearing appeals from initial administrative determinations or decisions of officers, employees, agencies, committees, boards and commissions of the City filed in accordance with Wis. Stats. § 68.10, and making a final determination thereupon. The chairman of the Public Health and Safety Committee, the chairman of the ~~Capital Improvement and Street Maintenance~~ **Infrastructure and Facilities** Committee, and one citizen shall constitute the membership. The Mayor shall appoint the citizen member and in addition one alternate, who shall act only when a member of the Appeals Board is temporarily unable to serve or refuses, or may not serve, because of interest in or involvement in a prior determination on the subject matter of the appeal. Where there is doubt as to the propriety of acting, the member shall request an informal opinion of the City Attorney and act in accord with such opinion.

Section 3. That Section 3.12.010 – Requests and proposals to be directed to Council, is hereby amended to read as follows:

3.12.010 - Requests and proposals to be directed to Council.

Any request or proposal for the sale of City-owned real property shall be directed to the Common Council and such request or proposal shall be referred to the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee for its recommendations. The ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee may also from time to time report to the Common Council and recommend that certain tracts of land under its jurisdiction be offered for sale.

Section 4. That Section 3.12.020 – Various departments to be notified-Recommendations, is hereby amended to read as follows:

3.12.020 - Various departments to be notified-Recommendations.

The ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee shall notify the following departments of the proposed sale or disposition of any City-owned land and obtain from these departments a statement indicating whether or not such departments have objection to the sale or disposition of the property involved:

- (a) Police Department;
- (b) Fire Department;

- (c) Water Utility;
- (d) Electrical Department;
- (e) Park Department;
- (f) Board of Public Works;
- (g) Community Development Department.

Section 5. That Section 3.12.030 – Procedure for disposition of land, is hereby amended to read as follows:

3.12.030 - Procedure for disposition of land.

If no objection is raised by any department listed above, the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee shall then arrange for the disposition of the land involved in the following manner:

...

- (b) The bids shall be considered by the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee and the recommendation of the Plan Commission shall be obtained as to the proposed use and disposition of the property;
- (c) The ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee shall recommend to the Common Council, after its consideration of the report of the Plan Commission, the ultimate sale or disposition of the property. The ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee's recommendation shall be based upon its opinion that the sale or disposition would be in the best interests of the City based on the price to be obtained, the type of building to be erected on the land and the proposed use to be made of the premises.

Section 6. That Section 3.24.030 – Assessment formula-General, is hereby amended to read as follows:

3.24.030 – Assessment formula-General.

....

- (b) In the adjusted front footage formula in subsection (a) the lot depth figure of 120 feet has been used in the calculations. The figure of 100 feet is the average depth of lots in the City. However, in applying this formula to a specific block, the actual denominator used in the formula shall be the apparent, general lot depth of the block in which the lot is situated or 120 feet, whichever is less. Such apparent lot depth shall be determined by the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee and included in the schedule of the proposed assessments required by Wis. Stats. § 66.0703, subject to the usual control of the Common Council, set forth in the cited section of the statutes.

Section 7. That Section 3.24.050 – Determination of assessment cost for new street construction, is hereby amended to read as follows:

3.24.050 - Determination of assessment cost for new street construction.

....

- (c) Annual review—Cost per foot. Each year, prior to introduction of the resolution authorizing letting of bids on public construction under this chapter, the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee shall establish a flat fee per foot to be levied pursuant to subsection (a) for residential uses and subsection (b) for business and industrial uses. In no case may such flat fee exceed the maximum cost of construction permitted under Wis. Stats. § 66.0703.

Section 8. That Section 3.24.060 – Determination of assessment cost for street reconstruction, is hereby amended to read as follows:

3.24.060 - Determination of assessment cost for street reconstruction.

....

- (c) Annual review—Cost per foot. Each year, prior to introduction of the resolution authorizing letting of bids on public construction under this chapter, the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee shall establish a flat fee per foot to be levied pursuant to subsection (a) for residential uses and subsection (b) for business and industrial uses. In no case may such flat fee exceed the maximum cost of construction permitted under Wis. Stats. § 66.0703.

Section 9. That Section 10.01.020 – Through streets, is hereby amended to read as follows:

10.01.020 - Through streets.

The ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee may designate through streets, pursuant to Wis. Stats. § 349.07. This designation shall be based on engineering and traffic investigations, then reported to the Common Council. Such through streets shall be established by the Common Council upon adoption of the report by ordinance or resolution.

Section 10. That Section 10.01.040 – Speed limits, is hereby amended to read as follows:

10.01.040 - Speed limits.

Speed limits within the City shall be as provided by Wis. Stats. §§ 346.57, 346.58 and 346.59. The ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee may upon the basis of an engineering and traffic investigation and pursuant to Wis. Stats. § 349.11, modify speed restrictions, with the consent of the Department of Transportation. Recommended changes in speed limits shall be reported to the Common Council. Such speed limits shall be established by the Common Council upon adoption of the report by ordinance or resolution.

Section 11. That Section 10.01.050 – Traffic control signals, is hereby amended to read as follows:

10.01.050 - Traffic control signals.

Traffic control signals which conform to the uniform traffic control device manual may be installed at intersections designated by the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee for such installations, pursuant to Wis. Stats. § 349.07. The ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee shall recommend to the Common Council those intersections to be controlled by traffic control signals. Such controlled intersections shall be established by the Common Council upon adoption of the recommendation by ordinance or resolution.

Section 12. That Section 10.20.010 - Capital Improvements and Street Maintenance Committee to establish limits, is hereby amended to read as follows:

10.20.010 - ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee to establish limits.

The ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee shall establish parking restrictions on the basis of engineering or traffic investigations, or both, and shall report such restrictions to the Common Council. Such parking restrictions shall be established by the Common Council upon adoption of the report by ordinance or resolution.

Section 13. That Section 10.40.050 – Rules of the road, is hereby amended to read as follows:

10.40.050 - Rules of the road.

....

- (b) The ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee is the delegated authority to recommend to the Common Council rules restricting bicycle operation within the City. After adoption by the Council and publication, the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee shall cause signs to be posted bearing the restrictions at appropriate places upon the streets.

Section 14. That Section 10.52.020 – Police administration, is hereby amended to read as follows:

10.52.020 - Police administration.

....

- (b) The traffic division, with such aid as may be rendered by other members of the Police Department or other City departments, will enforce the street traffic regulations of this City, make arrests or issue citations as appropriate for traffic violations, investigate reported accidents, and cooperate with the City officials and the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee in the development of ways and means to improve traffic conditions in the City.

Section 15. That Section 10.52.030 – Records of traffic violations, is hereby amended to read as follows:

10.52.030 - Records of traffic violations.

....

(c) All such records and reports shall be available for use and study by the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee.

Section 16. That Section 10.52.040 – Police to investigate accidents and receive accident reports, is hereby amended to read as follows:

10.52.040 - Police to investigate accidents and receive accident reports.

....

(b) The divisions shall maintain a suitable system of filing traffic accident reports. Accident reports or cards referring to them shall be filed alphabetically by location. Such reports shall be available for the use and information of the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee.

Section 17. That Section 12.20.030 – Concrete drive approaches required, is hereby amended to read as follows:

12.20.030 - Concrete drive approaches required.

Where the street is improved with curb and gutter, concrete drive approaches shall be required. If the street is not improved with concrete sidewalks, the concrete drive approaches shall extend to the lot line. Exceptions may be granted by the ~~Capital Improvements and Street maintenance~~ **Infrastructure and Facilities** Committee in those cases where lot lines are located at long or irregular distances from the curb line, such as on culs-de-sac or curves.

Section 18. That Section 12.44.040 – Exceptions, is hereby amended to read as follows:

12.44.040 - Exceptions.

The prohibitions in section 12.44.020 shall not apply to the following:

....

(l) Public telephones and booths. The number and location of these devices shall be as determined by the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee of the Common Council. No such devices shall be installed until a proposal indicating the location of the device and what type of installation is proposed has been reviewed and approved by the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee. Recommendations of the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee must be approved by the Common Council. Permission

to install devices under this section in no way grants the permittee an easement for the continued use of such device on the public right-of-way. Any permission granted pursuant to this section is subject to revocation by the Common Council at its discretion.

Section 19. That Section 21.08.200 – Preliminary plat, is hereby amended to read as follows:

21.08.200 - Preliminary plat.

Preliminary plat is a map showing the salient features of a proposed subdivision, submitted to the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee and Plan Commission for purposes of preliminary consideration.

Section 20. That Section 21.12.030 – Filing of preliminary plat, is hereby amended to read as follows:

21.12.030 - Filing of preliminary plat.

The subdivider shall prepare a preliminary plat of the proposed subdivision in accordance with the requirements of chapter 21.24 and shall file with the City Engineer a completed, formal application for approval of the plat, accompanied by six blueprints or other acceptable reproductions, at least 14 days prior to the meeting of the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee and Plan Commission at which action is desired.

Section 21. That Section 21.12.040 – Preliminary plat review and recommendations, is hereby amended to read as follows:

21.12.040 - Preliminary plat review and recommendations.

The preliminary plat shall be reviewed by the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee and Plan Commission to determine its conformity to this title and all other City ordinances and regulations, the official map, and the master plan or comprehensive plan. Copies of the preliminary plat shall be reviewed by the City Engineer, City Planner, Director of Inspection, Park Director, Fire Chief, and the Director of the Sewer and Water Utility for their recommendations concerning matters within their jurisdiction. Their recommendations in respect thereto shall be transmitted to the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee and Plan Commission. The City Engineer shall coordinate the review of the preliminary plat among staff and City officials.

Section 22. That Section 21.12.060 – Development agreements, is hereby amended to read as follows:

21.12.060 – Development agreements.

....

- (d) Standard curb and gutter shall be a six-inch concrete curb with a 24-inch gutter, drive approaches, and sidewalk in accordance with City standard specifications and recommendations. Mountable curb and gutter, where approved by the City Engineer, shall be designed in accordance with the standards provided by the

City Engineer. Streets without curb and gutter (a rural-section) may be constructed where approved by the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee and shall be designed in accordance with the standards provided by the City Engineer. Pavement shall be a minimum of three inches of bituminous asphalt over a minimum of eight inches of crushed aggregate base course. In some streets the pavement or base course may have to be of greater thickness or employ a layer of free-draining aggregate and edge drains. Temporary streets, culs-de-sac, and hammer-head turnarounds may be allowed to meet lower design standards where approved by the City Engineer.

Section 23. That Section 21.12.080 – Final plat review and recommendations, is hereby amended to read as follows:

21.12.080 - Final plat review and recommendations.

The final plat shall be reviewed by the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee and Plan Commission to determine its conformity to this title and to all other ordinances and regulations in force when the subdivider submits a preliminary plat, or final plat if no preliminary plat is submitted, which affect the subdivision or platting of land, the approved preliminary plat, and any conditions of approval and adopted local plans. Copies of the final plat shall be reviewed by the City Project Manager, City Planner, Zoning Administrator, Park Director, Fire Chief, and the Director of the Sewer and Water Utility for their recommendations concerning matters within their jurisdiction. Their recommendations in respect thereto shall be transmitted to the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee and Plan Commission. The City Planner shall coordinate the review of the final plat among staff and City officials and shall notify the Clerk of any municipality within 1,000 feet of the final plat of the proposed subdivision that the City is considering.

Section 24. That Section 21.16.080 – Acquisition of land within a proposed plat for public use, is hereby amended to read as follows:

21.16.080 - Acquisition of land within a proposed plat for public use.

The ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee and Plan Commission shall consider all preliminary plats and adopted plans, maps, and studies authorized by the Common Council to determine the need for acquisition for public use of any of the land included in the preliminary plat. Land may be acquired for public school sites, stormwater management, parks, playgrounds or other public recreation areas, or any other public purposes as provided by law.

- (a) Referral to public body. The ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee shall refer the plat to the public body concerned with the potential public use and acquisition for its consideration and report. The ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee and Plan Commission may propose alternate areas for such acquisition and shall allow the public body 30 days for reply. If the public body recommends acquisition of land for public use it shall provide the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee with a map showing the boundaries and area of the plat proposed to be acquired and an estimate of the time required to complete the acquisition.

(b) Notice to subdivider. Upon receipt of a recommendation to acquire a portion of the plat, the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee shall notify the subdivider who shall designate on the preliminary plat that area proposed to be acquired by the public body. If the preliminary plat is approved by the Common Council with the recommended reservation, the area to be acquired shall be shown as "reserved for public acquisition" on the final plat.

Section 25. That Section 21.16.085 – Required dedications for park purposes, is hereby amended to read as follows:

21.16.085 - Required dedications for park purposes.

(5) The procedure for determining whether the subdivider is to dedicate land, pay a fee, or both, shall be as follows:

....

(B) At the time of the preliminary plat map approval, acting after consideration of the recommendations of the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee, Plan Commission and Park Committee, the Common Council shall determine, as a part of such approval, whether to require a dedication of land within a subdivision, payment of a fee in lieu thereof, or a combination of both.

Section 26. That Section 21.16.120 – Vacation or alteration of parkland, is hereby amended to read as follows:

21.16.120 - Vacation or alteration of parkland.

Following a recommendation by the park and recreation committee, ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee, and Plan Commission, the Common Council may vacate parkland dedicated on a plat, certified survey map, or other instrument of description, as follows:

Section 27. That Section 21.24.010 – Submission-Purpose, is hereby amended to read as follows:

21.24.010 – Submission-Purpose.

Every proposed subdivision shall be submitted to the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee and Plan Commission for tentative or conditional approval in the form of a preliminary plat prior to the submission of a final plat. The preliminary plat is not intended to be a final plat and must be prepared in such form as not to be confused with a final plat. Its purpose is to show graphically all facts needed to enable the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee and Plan Commission and other public bodies to determine whether the proposed layout of the land in question is satisfactory from the standpoint of the public interest. The preliminary plat shall be prepared by a qualified surveyor, trained and experienced in the layout of subdivisions.

Section 28. That Section 21.30.040 – Assessor's plat survey procedures, is hereby amended to read as follows:

21.30.040 - Assessor's plat survey procedures.

....

- (b) Their recommendations shall be referred to the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee of the Common Council for discussion.
- (c) The ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee shall recommend to the Common council those areas, if any, to be surveyed.

....

- (f) After report of the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee and adoption of a final resolution by the Common Council, the assessor's plat survey shall be let under contract to a registered land surveyor, for those Council approved areas.

Section 29. That Section 21.32.020 – Common Council, is hereby amended to read as follows:

21.32.020 - Common Council.

The Common Council is vested with the following responsibilities in regard to subdivision control:

- (a) Approval or disapproval of all preliminary and final plats referred to it by the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee and Plan Commission;
- (b) Approval or disapproval of all variations and exceptions as described in section 21.32.090 and as recommended by the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee and Plan Commission;

Section 30. That Section 21.32.030 – Capital Improvements and Street Maintenance Committee and Plan Commission, is hereby amended to read as follows:

21.32.030 - ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee and Plan Commission.

The ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee and Plan Commission shall:

Section 31. That Section 21.32.090 – Variations and exceptions, is hereby amended to read as follows:

21.32.090 - Variations and exceptions.

Except as provided in this section, no plat or subdivision shall be approved which does not comply with all provisions of this title.

(a) Where the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee or Plan Commission find that hardships or practical difficulties may result from strict compliance with these regulations, it may recommend variations or exceptions to the regulations so that substantial justice may be done and the public interest secured, provided that such variations or exceptions shall not have the effect of nullifying any purpose of this title; and further provided neither the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee nor Plan Commission shall recommend variations or exceptions to the regulations of this title unless it shall make findings based upon the evidence presented to it in each specific case that:

....

(b) In recommending variations and exceptions, the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee or Plan Commission may also recommend such conditions as will, in its judgment, secure substantially the purposes of this title.

(c) Such variations and exceptions as may be recommended by the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee or Plan Commission shall be forwarded to the Common council in writing, substantiating the recommended variations or exceptions. The Common Council may approve such variations or exceptions from the requirements of this title in specific cases which, in its opinion, do not substantially conflict with the purposes of this title.

Section 32. That Section 21.32.140 – Amendments, is hereby amended to read as follows:

21.32.140 - Amendments.

For the purpose of promoting the public health, safety, and general welfare, the Common council may from time-to-time amend the regulations imposed by this title. Before adopting any amendment to the regulations in this title, the Common Council shall receive the recommendation of the plan Commission and the ~~Capital Improvements and Street Maintenance~~ **Infrastructure and Facilities** Committee. The council shall hold public hearings on all proposed amendments. Notice of such public hearings shall be given by publication in a newspaper of general circulation within the City, once a week for two weeks preceding the hearing.

Section 33. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 34. This ordinance shall be in full force and effect on the day after its publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: January 11, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Lisa Rasmussen, Gary Gisselman, Doug Diny, Chad Henke

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Anne Jacobson, Tara Alfonso, Jill Kurtzhals, Liz Brodek, Tammy Stratz

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.

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.

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: February 8, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Gary Gisselman, Lisa Rasmussen, Doug Diny, Chad Henke (Lou Larson was excused)

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Nicksich, Anne Jacobson, Tara Alfonso, Jill Kurtzhals, Brad Lenz, Andrew Lynch, Dustin Kraege, Lori Wunsch

Discussion and possible action on CISM Committee duties and responsibilities

Jacobson explained that CISM by ordinance considers requests or proposals for the sale only of city-owned property with the exception of the duties assumed by the Economic Development Committee (ED). Those duties include the sale of land in the Business Campus, land acquired by the city for redevelopment purposes, and by virtue of the property disposition program. It does not address the purchase of property, just the sale.

Rasmussen feels the processes in place for the property disposition program and the lands managed by ED make sense and believes the committee does not want to mess with that. She thought the goal was to match our duties with where we appear in ordinance. She feels like Jacobson should work with Stratz to firm up the disposition program to make sure it is clearly aligned. It seems like the pinch point of feeling left out of the mix was not so much land acquisition for development, but land acquisition for a public facility. This committee expressed an interest to be more involved when we look to acquire property for a public use that is not private sector development. She believes confusion is generated by the name of this committee. We do more than street maintenance, and when you put capital improvements in the mix, you create conflict and confusion with the CIP Committee. She feels if the committee description is going to be rewritten the committee should be called what it is; Infrastructure and Facilities. The work we do would not be affected at all, but it would be easier for perspective council members and the public to understand. She would like to see us call it what it is and make the duties match the ordinances. She suggested bringing some proposals back to the March meeting and try to clean this up before a new council in April.

Henke is in favor of changing the name. He believes this committee is still a key part of purchasing property as there is expertise as far as utilities, what might have been there at some point, and making sure we are not unearthing something we do not want to. He suggested that as soon as something makes the CIP list, it should come to the standing committee of whoever is driving it or the chair should bring it up so we are not surprised come budget time.

Diny agrees and noted when looking at the history this committee had different names. As we evolve we should call it what it is. He also agrees this should get done before the end of this term so it is not left on a new council to sort through.

Gisselman feels strongly about the word property; how to incorporate that into the larger scheme is debatable. He believes this committee should be involved in some way with CIP, be that a listing or some form of foreknowledge of projects so there are no surprises along the way.

Rasmussen noted that CIP is wide ranging and we may have to define what specifically in CIP we are interested in. She agrees with Henke. Departments that are asking for things in CIP would be well served to talk to their committee of oversight. There are a lot of different things in CIP and not just CISM items. When we get into trouble is when CIP gets requests for land, buildings, or staffing and we feel like we miss a step. If a department feels it needs a couple of employees, they really should go to HR before the request gets to CIP. If someone needs a new building, it would be a good idea to go to the committee of jurisdiction. There are only 3 alders on CIP and we cannot rely on those alders to report back to committees on behalf of whomever is asking. We would get a long way having an agenda item before the budget for CIP planning so we do not get to the end of the budget and are surprised.

Jacobson feels the proposed name change and the distinction between facilities for public use and acquiring land for resale for private development is very helpful. Gisselman questioned if it could be further defined. Jacobson explained if land is purchased for redevelopment purposes, that should be placed in the resolution. Gisselman noted that after a few years the purpose may have changed. He feels this needs to be more clearly defined.

Rasmussen explained that when you are purchasing property to offer it for redevelopment or private sector development, our intent is that it will be a tax generating property. When you buy for public use that is either a public amenity or public building, it does not pay tax. Whether you are acquiring property for tax generating purposes, might be where you start to define.

Jacobson noted that there was talk about having a Committee of the Whole or the Executive Committee meet on all the descriptions and then make recommendations to the full Council to adopt duties/names for all the committees. Since the chair of this committee is not present, Gisselman said we should have one more meeting regarding this.

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: March 14, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Gary Gisselman, Lisa Rasmussen, Chad Henke (Doug Diny was excused.)

Also Present: Eric Lindman, Allen Wesolowski, Anne Jacobson, Tara Alfonso, Jill Kurtzhals, Tammy Stratz, Dustin Kraege, Blake Opal-Wahoske, Lori Wunsch, Stephanie Christensen – EMCS

Discussion and possible action on CISM Committee duties and responsibilities

Jacobson provided a copy of her notes and a rough draft of an ordinance. On January 11 this committee discussed the duties and responsibilities and possible interconnections with other committees. At the February meeting, Jacobson included the 1966 report, the website description and all the references in the code. The website is almost verbatim to the 1966 report duties. She brought a draft ordinance to the February 8 meeting that directs proposals to sell property directly to CISM, rather than Council first, and added a section where Economic Development (ED) would report to CISM regarding the sale of any property pursuant to its Property Disposition Program. On March 7, ED reviewed a revamp of the Property Disposition Program which clarified that the committee would recommend the purchase of land for redevelopment purposes other than for municipal purposes, and sale of developable properties through RFP, such projects consisting of more than a 4-unit, non-owner-occupied housing development or other type of commercial or mixed-use development. The Program also includes the sale of lots to adjoining owners would be exempt from the procedure outlined in Chapter 3.12. Rather than soliciting bids, the City Assessor would set the value for the sale price.

Jacobson does not know if all the committee descriptions will get adopted during this term. The Property Disposition Program is slated to go to Council on March 26th and would be adopted by resolution. She would like to see the duties codified in ordinance. Jacobson provided a draft amending Section 3.12 and indicated the title would change to Purchase or Sale of City-Owned Real Estate. Any request for proposal for a purchase, sale, or leasing of property would be directed to CISM first. The only sales not subject to the procedure would be sales to adjoining owners of lots that are deemed undevelopable by the Zoning Inspector. The committee can make recommendations to Council for the use or disposition of vacant or unutilized property and may recommend the acquisition of real property for municipal purposes. ED would report to CISM on proposed sale of property through the Property Disposition Program. CISM would receive proposals or requests not only for the sale or lease of City-owned property, but also for the purchase with exception of the purchase of an adjoining lot, sale of land in the Business Campus, and sale of land acquired by the City for purposes other than municipal purposes. It was also recommended to change the name of CISM to Infrastructure and Facilities.

Larson wants to move this forward before the next Council is installed. He is okay with the changes but does not feel there is a need to have ED report to CISM. He is good with having CISM responsible for properties bought and sold for municipal purposes and having ED handle the rest.

Rasmussen agrees and feels we want to be involved with land acquisition for public use, public purposes, or public facilities which essentially removes property from the tax roll. She proposed the committee name change because sometimes there is confusion when we talk about capital projects and where it conflicts with the CIP Committee. Facilities has never really had an oversight home. When a facility has needs it ends up in Finance because it needs money. No one ever talks about long-term maintenance plans or replacement plans. If we call this committee what it really does, Infrastructure and Facilities, it would be clearer for the public and new members.

Henke agrees and is okay with the name change. He asked about striking Section B regarding ED reporting to CISM from the proposed ordinance. Larson agrees and does not think that is needed.

Stratz closely worked with Jacobson on preparing the policy and feels comfortable with what is proposed. Gisselman asked if ED purchases would go to Council. Jacobson confirmed because we are acquiring the

property because of blight, for redevelopment, or to RFP it. Gisselman asked if a park would be a municipal purpose. Jacobson said yes if acquiring property to dedicate as a park owned by the City. That could either go to the Park and Recreation Committee and/or CISM.

Rasmussen moved to accept the draft ordinance with removal of Item B under 3.12.010 referencing ED reporting to CISM and moved to change the name of this committee to Infrastructure and Facilities to begin with the commencement of the April Council term. Henke seconded and the motion passed 4-0.



Office of the City Attorney

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Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Tegan Troutner
Assistant City Attorney

STAFF MEMO

TO: Capital Improvements Street Maintenance Committee

FROM: Anne Jacobson, City Attorney 

RE: Committee Duties and Responsibilities

DATE: January 8, 2024

Purpose: To provide background and a review of the duties and responsibilities of this Standing Committee of the Common Council (Ch. 2.16, Rule 13), for purposes of making recommendations for amendments, or revisions, if warranted.

Background:

I have searched the Municipal Code for instances of the appearance of this committee name, and attached a general description of the duties of this committee, along with code references. In some instances, Council approval and or public hearings are required, and in some instances, CISM is one of several committees (usually Plan Commission or Parks and Recreation) to make recommendations to the Council.

It is helpful to the understanding of this committee's work to understand the full breadth of its duties, as referenced in the code. At some point in the past, this committee assumed the duties of another standing committee, Parking and Traffic.

Included in the packet is:

- a brief description of the duties of the CISM committee, which can be amended by ordinance or resolution, or a combination of both from the City website
- the Property Disposition Program for Redevelopment Purposes and adopting Resolution
- ordinance references

The item that brought this matter to the attention of the committee, was WMC Ch. 3.12 and the *sale* of City-owned property. Nowhere do I find a specific provision discussing the *acquisition* of real property. The Procurement Policy (2/23/21), however, requires that real estate purchases – contracts for the sale or purchase of real estate where the City of Wausau is the proposed seller or purchaser; contracts for the lease of real estate where the City is either a proposed landlord or proposed tenant exclusive of an airport hangar, parking stall rentals and short term park facilities rentals; and contracts for easements, restrictive covenants or other limitations which may be placed upon the use of any City-owned property – require Council approval (regardless of the source of committee(s) recommendation(s)).

References to duties of the **CAPITAL IMPROVEMENTS STREET MAINTENANCE COMMITTEE**, found in the ordinances:

Chair to act as member of the Administrative Review Appeals Board ("Appeals Board") (2.21.030)

Sale of City-owned Real Property (Ch. 3.12 - .010, .020, .030)

Determine lot depth in block for application of adjusted front footage formula, establish annually a flat fee per foot to be levied for new street construction, determine assessment cost for new street construction (3.24.030, .050, .060)

Designate through streets (10.01.020)

Modify speed restrictions (10.01.040)

Recommends to Council those intersections to be controlled by Traffic Control Signals (10.01.050)

Establish Parking Restrictions (10.20.010)

Recommend to Council rules restricting bicycle operation and posting of signs (10.40.050)

Records and reports of all violations of traffic ordinances for 5-year period available to CISM for study and use (10.52.030)

Records and reports of all traffic accidents kept by traffic division available to CISM for study and use (10.52.040)

Grant exceptions to required concrete drive approaches where street is improved with curb and gutter (12.20.030)

Determine number and location of public telephones and booths (12.44.040)

Preliminary Consideration of Preliminary Plat of Subdivision (21.08.200)

Preliminary Plat Review (21.12.030, .040) and Final Plat Review (21.12.080) (21.32.020) with a recommendation to Council for approval, denial or approval with conditions; recommend approval of a plat with specific variations and exceptions (21.32.030)

Approval of streets constructed without curb and gutter (21.12.060)

Determine the need for acquisition for public use any land included in a preliminary plat for public purposes (21.16.080) and recommend whether to require a dedication of land within a subdivision or payment of a fee in lieu thereof, or a combination of both (21.16.085)

Recommend vacation of parkland dedicated on a plat, CSM or other instrument of description (21.16.120)

Receive every proposed subdivision for tentative or conditional approval in the form of a preliminary plat (21.24.010)

Recommend to Council those areas to be surveyed and report on assessor's plat survey to Council (21.30.040)

ORDINANCE OF CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Amending Section 3.12.010 Requests and proposals to be directed to Council

Committee Action:

Ordinance Number:

Fiscal Impact: None

File Number:

Date Introduced:

The Common Council of the City of Wausau do ordain as follows:

Add ()

Delete ()

Section 1. That Section 3.12.010 Requests and proposals to be directed to Council is hereby amended to read as follows:

3.12.10 – Requests and proposals to be directed to Council **Capital Improvements and Street Maintenance Committee.**

(a) Any request or proposal for the sale of **all** City-owned real property shall be directed to the Common Council and such request or proposal shall be referred to the Capital Improvements and Street Maintenance Committee for its recommendations. The Capital Improvements and Street Maintenance Committee may also from time to time report to the Common Council and recommend that certain tracts of land under its jurisdiction be offered for sale.

(b) **The Economic Development Committee shall report to the Capital Improvements and Street Maintenance Committee monthly, the status of any proposed sale of any City-owned real property, pursuant to its Property Disposition Program for redevelopment purposes.**

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect on the day after its publication.

Adopted:

Approved:

Published:

Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

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

Capital Improvements and Street Maintenance Committee

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

It will be the duties of this committee to recommend the 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 review certain plats; 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, to conduct hearings on official map proceedings and street and alley vacations; 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 Sewer and Water Commissions, and such other improvements to streets as the construction of curb and gutter, paving and sidewalks, and to determine priorities on locations therefor; and to handle street light and maintenance policies.

Regular Meeting Schedule: 2nd Thursday of every month @ 5:15 pm. Meetings are only held upon issuance of the official agenda notice. Please check the [calendar](#) to confirm whether the meeting will be held.

Representing	Name	Address	Term	Phone #
Aldersperson	Doug Diny	407 Grant St	2022-2024	715-803-5040
VC - Aldersperson	Gary Gisselman	407 Grant St	2022-2024	715-848-5160
Aldersperson	Lisa Rasmussen	407 Grant St	2022-2024	715-675-4872
Chair - Aldersperson	Lou Larson	407 Grant St	2022-2024	715-574-7099
Aldersperson	Chad Henke	407 Grant St	2022-2024	715-261-6841

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

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

PROPERTY DISPOSITION PROGRAM for REDEVELOPMENT PURPOSES

Properties

- * City offers up individual lots to the general public
 - listed on website and advertising in paper AND/OR
 - listing with a realtor
- * City offers larger commercial developable properties through RFP process

Individual Application

- * The prospective buyer must detail what they are planning on doing with the property (owner occupied vs. rental)
- * Income eligibility requirement may be required based on the source of income the property was acquired with
- * Establish a time line for project to be approved
- * Owner would have 90 days to arrange financing and one year to complete project

Notes

- * Properties will be posted on line and/or listed for a 30 day time period before applications will be reviewed and decisions made. After 30 day time period has expired with no applications, any applications will be reviewed on a first-come, first-serve basis.
- * Not all properties will be sold to the highest bidder but to the best fit for the area the property is located in – owner occupied proposals will be given a higher priority
- * In the case of the adjoining property owner wishing to join the vacant lot to their existing property, the lot will be sold outright. The property value will be determined by the Assessor's Department.
- * The Economic Development Committee would accept/deny proposals and make recommendations to the Common Council for their final approval before sale can occur.

Financing

- * The approved applicant would obtain financing on their own. Once the house/project is complete and agreement satisfied, the city will forgive the price of the lot OR if income qualifications are required, a percentage of the lot will be forgiven over a number of years to meet the affordability requirement of federal funds. (A mortgage will be recorded – in second position after first mortgage holder.)
- * If project is geared towards income-eligible clientele, additional financing MAY be available through Community Development IF the project qualifies under federal funding guidelines. Recommendations to Economic Development Committee will be part of the proposed packet when project is presented to committee.
- * Completion of project would be defined in the finance agreement and based according to each individual project
- * Appraisals pre- and post-project would be required
- * Owner must have a contribution to project (minimum requirements)
 - * If under 80% County Median Income (CMI) = \$2,500 own funds
 - * If over income limits = 5% (of total project) own funds

3.12.010 - Requests and proposals to be directed to Council.

Any request or proposal for the sale of City-owned real property shall be directed to the Common Council and such request or proposal shall be referred to the Capital Improvements and Street Maintenance Committee for its recommendations. The Capital Improvements and Street Maintenance Committee may also from time to time report to the Common Council and recommend that certain tracts of land under its jurisdiction be offered for sale.

(Ord. 61-4045 §1(part), 1966; prior code §4.09(1).)

3.12.030 - Procedure for disposition of land.

If no objection is raised by any department listed above, the Capital Improvements and Street Maintenance Committee shall then arrange for the disposition of the land involved in the following manner:

- (a) The committee shall advertise for bids for the sale of the property and require any bids to indicate the price and the intended or proposed use of the real estate sold. This use shall be demonstrated by a plot plan, sketch, picture or diagram of any building to be erected on the premises and a statement of the intended use of the premises and any building erected thereon;
- (b) The bids shall be considered by the Capital Improvements and Street Maintenance Committee and the recommendation of the Plan Commission shall be obtained as to the proposed use and disposition of the property;
- (c) The Capital Improvements and Street Maintenance Committee shall recommend to the Common Council, after its consideration of the report of the Plan Commission, the ultimate sale or disposition of the property. The Capital Improvements and Street Maintenance Committee's recommendation shall be based upon its opinion that the sale or disposition would be in the best interests of the City based on the price to be obtained, the type of building to be erected on the land and the proposed use to be made of the premises.

(Ord. 61-5150 §1(part), 2002, File No. 02-0117; Ord. 61-4045 §1(part), 1966; prior code §4.09(3).)

10.01.050 - Traffic control signals.

Traffic control signals which conform to the uniform traffic control device manual may be installed at intersections designated by the Capital Improvements and Street Maintenance Committee for such installations, pursuant to Wis. Stats. § 349.07. The Capital Improvements and Street Maintenance Committee shall recommend to the Common Council those intersections to be controlled by traffic

3.12.020 - Various departments to be notified—Recommendations.

The Capital Improvements and Street Maintenance Committee shall notify the following departments of the proposed sale or disposition of any City-owned land and obtain from these departments a statement indicating whether or not such departments have objection to the sale or disposition of the property involved:

- (a) Police Department;
- (b) Fire Department;
- (c) Water Utility;
- (d) Electrical Department;
- (e) Park Department;
- (f) Board of Public Works;
- (g) Community Development Department.

(Ord. 61-5465 §1, 2011, File No. 11-0109, Ord. 61-5150 §1(part), 2002, File No. 02-0117; Ord. 61-4045 §1(part), 1966; prior code §4.09(2).)

10.01.020 - Through streets.

The Capital Improvements and Street Maintenance Committee may designate through streets, pursuant to Wis. Stats. § 349.07. This designation shall be based on engineering and traffic investigations, then reported to the Common Council. Such through streets shall be established by the Common Council upon adoption of the report by ordinance or resolution.

(Ord. 61-5705 §2(part), 2016; Ord. 61-4215 §1(part), 1972.)

10.01.040 - Speed limits.

Speed limits within the City shall be as provided by Wis. Stats. §§ 346.57, 346.58 and 346.59. The Capital Improvements and Street Maintenance Committee may upon the basis of an engineering and traffic investigation and pursuant to Wis. Stats. § 349.11, modify speed restrictions, with the consent of the Department of Transportation. Recommended changes in speed limits shall be reported to the Common Council. Such speed limits shall be established by the Common Council upon adoption of the report by ordinance or resolution.

(Ord. 61-5705 §4(part), 2016; Ord. 61-4215 §1(part), 1972.)

10.40.050 - Rules of the road.

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE	
Approving a City of Wausau Property Disposition Program	
Committee Action:	Approved 5-0
Fiscal Impact:	None
File Number:	15-0510
Date Introduced:	May 26, 2015

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

RESOLUTION

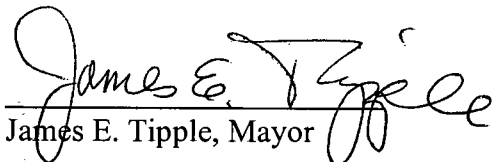
WHEREAS, City of Wausau has purchased blighted properties throughout the years for demolition and redevelopment purposes; and

WHEREAS, the City of Wausau wishes to offer these vacant lots for sale to the general public for redevelopment; and

WHEREAS, the City of Wausau has developed a Property Disposition Program which provides guidelines which offers these properties for sale; now therefore

BE IT RESOLVED that the City of Wausau Common Council approves the Property Disposition Program and directs staff to begin the process to offer these properties for sale accordingly.

Approved:



 James E. Tipple, Mayor



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: CISM Committee Members
FROM: Anne Jacobson, City Attorney 
DATE: January 31, 2024
RE: Update on CISM Duties and Responsibilities

At your January 11, 2023, meeting you discussed the duties and responsibilities and possible overlaps or interconnections with other standing committees, found both in ordinance and resolution. A description appears on the City website, but its author and source are uncertain, and non-precedential.

(The full discussion can be found in the minutes contained in this packet.)

I was directed to prepare a draft for review at your upcoming committee meeting on February 8, 2024, containing a description of the committee's duties and responsibilities.

Additional Background

I conducted additional research after your last meeting and in preparation for review of the duties of the Economic Development Committee, on February 6.

I found an April 12, 1966 Resolution of the Reapportionment Committee ("1966 Report") 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 standing 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. I have yet to find any resolutions which followed this 1966 resolution.

Statute

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))

Ordinances

Currently, without looking at the website definition, we have Chapter 3.12.010, .020 and .030, which provisions address the sale of City-owned real property. Last month, we proposed a change to WMC 3.12.010 to send requests and proposals for the sale of city-owned property directly to CISM first, rather than the Common Council first; and a requirement that the Economic Development committee report to CISM, the status of any proposed sale of any City-owned property, pursuant to its Property Disposition Program for redevelopment purposes.

There is another ordinance in Chapter 3.12 which specifically mentions the Economic Development Committee:

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.

Resolution

Finally, there is the 2015 Resolution adopting the Property Disposition Program for Redevelopment Purposes, which is to be reviewed. By way of this program, property owners wishing to acquire adjoining vacant lots, can purchase the lot outright, and the Economic Development Committee will make recommendations to Council regarding the proposals received through an RFP process for commercial developable properties.

Summary

The CISM Committee currently considers requests or proposals for the sale of city-owned real property, with the exception of those duties assumed by the Economic Development Committee by ordinance:

- Land in industrial parks
- Land acquired by the City for redevelopment purposes (designated by resolution or contract)

And by virtue of the Property Disposition Program:

- individual lots for sale to the general public through the city website, and advertising in paper and/or listing through a realtor; and
- larger commercial developable properties through the RFP process
- those property owners wishing to join an adjoining vacant lot to their existing property

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, much like the 1966 Report.

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 A. 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.

64-0825

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 employes 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

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE	
Approving a City of Wausau Property Disposition Program	
Committee Action:	Approved 5-0
Fiscal Impact:	None
File Number:	15-0510
Date Introduced:	May 26, 2015

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

RESOLUTION

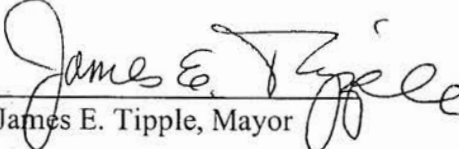
WHEREAS, City of Wausau has purchased blighted properties throughout the years for demolition and redevelopment purposes; and

WHEREAS, the City of Wausau wishes to offer these vacant lots for sale to the general public for redevelopment; and

WHEREAS, the City of Wausau has developed a Property Disposition Program which provides guidelines which offers these properties for sale; now therefore

BE IT RESOLVED that the City of Wausau Common Council approves the Property Disposition Program and directs staff to begin the process to offer these properties for sale accordingly.

Approved:



 James E. Tipple, Mayor

PROPERTY DISPOSITION PROGRAM for REDEVELOPMENT PURPOSES

Properties

- * City offers up individual lots to the general public
 - listed on website and advertising in paper AND/OR
 - listing with a realtor
- * City offers larger commercial developable properties through RFP process

Individual Application

- * The prospective buyer must detail what they are planning on doing with the property (owner occupied vs. rental)
- * Income eligibility requirement may be required based on the source of income the property was acquired with
- * Establish a time line for project to be approved
- * Owner would have 90 days to arrange financing and one year to complete project

Notes

- * Properties will be posted on line and/or listed for a 30 day time period before applications will be reviewed and decisions made. After 30 day time period has expired with no applications, any applications will be reviewed on a first-come, first-serve basis.
- * Not all properties will be sold to the highest bidder but to the best fit for the area the property is located in – owner occupied proposals will be given a higher priority
- * In the case of the adjoining property owner wishing to join the vacant lot to their existing property, the lot will be sold outright. The property value will be determined by the Assessor's Department.
- * The Economic Development Committee would accept/deny proposals and make recommendations to the Common Council for their final approval before sale can occur.

Financing

- * The approved applicant would obtain financing on their own. Once the house/project is complete and agreement satisfied, the city will forgive the price of the lot OR if income qualifications are required, a percentage of the lot will be forgiven over a number of years to meet the affordability requirement of federal funds. (A mortgage will be recorded – in second position after first mortgage holder.)
- * If project is geared towards income-eligible clientele, additional financing MAY be available through Community Development IF the project qualifies under federal funding guidelines. Recommendations to Economic Development Committee will be part of the proposed packet when project is presented to committee.
- * Completion of project would be defined in the finance agreement and based according to each individual project
- * Appraisals pre- and post-project would be required
- * Owner must have a contribution to project (minimum requirements)
 - * If under 80% County Median Income (CMI) = \$2,500 own funds
 - * If over income limits = 5% (of total project) own funds

ORDINANCE OF CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE	
Amending Section 3.12.010 Requests and proposals to be directed to Council	
Committee Action:	Ordinance Number:
Fiscal Impact: None	
File Number:	Date Introduced:

The Common Council of the City of Wausau do ordain as follows:

Add ()
Delete ()

Chapter 3.12 - SALE OF CITY-OWNED REAL PROPERTY

Section 1. That Section 3.12.010 Requests and proposals to be directed to Council is hereby amended to read as follows:

3.12.010 - Requests and proposals to be directed to Council **Capital Improvements and Street Maintenance Committee.**

- (a) Any request or proposal for the sale of **all** City-owned real property shall be directed to the ~~Common Council~~ and such request or proposal shall be referred to the Capital Improvements and Street Maintenance Committee for its recommendations. The Capital Improvements and Street Maintenance Committee may also from time to time report to the Common Council and recommend that certain tracts of land under its jurisdiction be offered for sale.
- (b) **The Economic Development Committee shall report to the Capital Improvements and Street Maintenance Committee monthly, the status of any proposed sale of any City-owned real property, pursuant to its Property Disposition Program for redevelopment purposes.**

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect on the day after its publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

3/14/24

1/11/23 – discussed duties and responsibilities and possible overlaps or interconnections with other standing committees; I was to prepare a draft of the committee’s duties and responsibilities for the next meeting.

2/8/24 - I wrote a memo dated 1/31/24 and conducted additional research and found the “1966 Report” which described the recommended duties to be adopted by the Council, on recommendation by the Mayor, and while the duties remain largely the same, they were at that time, assigned to different committees with different titles.

Presented draft ordinance amendment of 3.12.010 to direct proposals to sell property directly to CISM, rather than Council first, and added a section requiring the ED Committee to report to the CISM committee regarding the sale of property pursuant to its Property Disposition Program.

3/7/24 – E.D. met and reviewed a revamp of the Property Disposition Program which clarified that that committee would recommend the purchase of land for redevelopment purposes other than for municipal purposes, and sale of developable properties through an RFP process approved through that committee, such projects consisting of more than a four-unit, non-owner-occupied housing development or other type of commercial or mixed-use development. And the sale of lots to adjoining property owners would be exempt from the procedure outlined in Chapter 3.12. (This has not yet been adopted by Council.)

3/14/24 – Providing an updated DRAFT ordinance amendment this evening for your review. The Property Disposition Program is slated to go to Council on March 26 for adoption by resolution. I’d like to see these duties codified in the ordinance. The highlights are:

- CISM would receive a proposal or request for a purchase or sale, lease of City owned property
- With the following exceptions:
 - +purchase of an adjoining lot – go to ED/Assessor to set price?
 - +sale of land in the business campus
 - +sale of land acquired by the City for residential/commercial redevelopment purposes, other than municipal purposes (CISM would acquire land for municipal purposes)

**ORDINANCE OF CAPITAL IMPROVEMENTS AND STREET MAINTENANCE
COMMITTEE**

Amending Chapter 3.12 – Sale of City-Owned Real Property

Committee Action:

Ordinance Number:

Fiscal Impact: None

File Number:

Date Introduced:

The Common Council of the City of Wausau do ordain as follows:

Add ()

Delete ()

Chapter 3.12 - SALE OF CITY-OWNED REAL PROPERTY

Section 1. That Chapter 3.12 - Sale of City-Owned Real Property is hereby amended to read as follows:

Chapter 3.12 – PURCHASE OR SALE OF CITY-OWNED REAL ESTATE

Section 2. That Section 3.12.010 Requests and proposals to be directed to Council is hereby amended to read as follows:

3.12.010 - Requests and proposals to be directed to ~~Council~~ Capital Improvements and Street Maintenance Committee.

- (a) Any request or proposal for ~~the sale of City-owned real property a~~ purchase, sale or leasing of real property by the City shall be directed to the Common Council and such request or proposal shall be referred to the Capital Improvements and Street Maintenance Committee for its recommendations. The only sales not subject to sections 3.12.020 and 3.12.030 are sales of lots to adjoining property owners at a value set by the Assessment Department. Such lots shall be deemed undevelopable by the zoning inspector. The Capital Improvements and Street Maintenance Committee may also from time to time ~~report~~ recommend to the Common Council the use or disposition of vacant or unutilized city-owned real property. Additionally, it may recommend the acquisition of real property for municipal purposes, ~~and recommend that certain tracts of land under its jurisdiction be offered for sale.~~
- (b) The Economic Development Committee shall report to the Capital Improvements and Street Maintenance Committee monthly, the status of any proposed sale of any City-owned real property, pursuant to its Property Disposition Program for redevelopment purposes subject to section 3.12.040.

Section 3. That Section 3.12.040 Applicability–City representatives is hereby amended to read as follows:

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 residential or commercial redevelopment purposes pursuant to resolution or 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.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. This ordinance shall be in full force and effect on the day after its publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE	
Approval of the City of Wausau’s Property Disposition Program for Redevelopment Purposes Policy.	
Committee Action:	5-0
Fiscal Impact:	None
File Number:	24-0316
Date Introduced:	March 26, 2024

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

RESOLUTION

WHEREAS, the City of Wausau had approved a Property Disposition Program for Redevelopment Purposes on April 16, 2015; and

WHEREAS, that policy has been amended to clarify the duties of the Economic Development Committee and the duties of the Infrastructure and Facilities Committee, pursuant to ordinance, which will in turn provide better direction to staff and Common Council regarding the process to be followed in the acquisition and sale of City-owned parcels, by clarifying that:

- Properties that have been identified for purchase from the private sector for residential or commercial redevelopment will be considered by the Economic Development Committee; whereas, properties identified for acquisition for redevelopment purposes for public, city-owned facilities or rights of way, will be considered by the Infrastructure and Facilities Committee
- The Economic Development Committee will follow a Request for Proposal (“RFP”) process in offering to sell larger developable properties acquired for commercial or residential redevelopment
- Vacant, unbuildable lots may be sold outright to adjoining property owners, value to be set by the City Assessor, without following the procedure for sale of city-owned lots outlined in Wausau Municipal Code 3.12.010; and

WHEREAS, your Economic Development Committee recommended approval of the changes to this policy at its March 7, 2024 meeting.

NOW THEREFORE, BE IT RESOLVED that the City of Wausau Common Council approves the Property Disposition Program for Redevelopment Purposes Policy as amended and attached and directs staff to follow the process when acquiring and/or selling these properties.

Approved:

Katie Rosenberg, Mayor

PROPERTY DISPOSITION PROGRAM for REDEVELOPMENT PURPOSES

Properties

- Properties that have been identified to purchase for redevelopment purposes (not for a public facility or right of way acquisition) will be taken to the Economic Development Committee for discussion and possible approval to move forward. These parcels will be buildable or suitable for redevelopment/rehabilitation for either residential or commercial purposes, depending on location of the site and the needs of the community. Properties may also have been deemed blighted of which no private individual/company is interested in it.
- During approval process of purchasing new properties for redevelopment purposes, the proposal will be taken to Economic Development committee and the resolution will state that the property is being purchased for redevelopment purposes AND/OR Community Development restricted programs with income limit beneficiaries.
- * City offers up individual lots to the general public by:
 - listing on website and advertising in paper AND/OR
 - listing with a realtor
- * Those lots that will not be redeveloped by Community Development staff with restricted funds will follow the below application process. Those that will be redeveloped utilizing Restricted Funds will follow the process as discussed under Property Utilizing Restricted Funds heading.
- * City will offer larger developable properties through RFP process approved through the Economic Development committee. Such projects will consist of more than a four-unit, non-owner-occupied housing development or other type of commercial or mixed-use development.

General Notes

- * Properties will be posted online and/or listed for a 30-day time period before applications will be reviewed and decisions made. After the 30-day time period has expired with no applications, any applications will be reviewed on a first-come, first-serve basis.
- * Not all properties will be sold to the highest bidder – property will be given to the best fit for the area the property is located in – owner occupied proposals will be given a higher priority.
- * In the case of the adjoining property owner wishing to join the vacant lot to their existing property, the lot can be sold outright if the property was deemed undesirable to redevelop. The property value will be determined by the Assessment Department.
- * In the case of a parcel that is deemed better suited to be utilized for public purposes after the acquisition has occurred, that property will be referred to the Infrastructure and Facilities or other Committees as appropriate for the ultimate proposed purpose.

Individual Application

- * The prospective buyer must detail what they are planning on doing with the property including whether it will be owner occupied, rental, or otherwise.
- * Income eligibility requirement may be required based on the source of income the property was acquired with
- * Establish a timeline for the property closing.
- * For a residential property, the owner will have 90 days to arrange financing and one year to complete project. For all other redevelopments, staff will work with developer to come up with a reasonable timeframe based on the project.
- * Completion of project would be defined in the finance agreement and based according to each individual project.
- * The Economic Development Committee will accept/deny proposals and make recommendations to Common Council for their final approval before sale can occur.

Financing

- * The approved applicant will obtain financing on their own. Once the redevelopment project is complete and agreement satisfied, the city may forgive the price of the lot OR if income qualifications are required, a percentage of the lot may be forgiven over a number of years to meet the affordability requirement of restricted funds.
- * Owner must have a contribution to project (minimum requirements)
 - * If under 80% County Median Income (CMI) = \$2,500 own funds
 - * If over income limits = 5% (of total project) own funds
- * A mortgage will be recorded – typically in second position after first mortgage holder.
- * If project is geared towards income-eligible clientele, additional financing MAY be available through Community Development IF the project qualifies under restricted funding guidelines. Recommendations to Economic Development Committee will be part of the proposed packet when project is presented to committee.
- * Appraisals pre- and post-project would be required only in the case of owner redevelopment and city involvement.

Properties Utilizing Restricted Funds

- Properties that have been purchased and redeveloped with restricted funds must be sold according to applicable restricted guidelines.
- Community Development staff will advertise properties as indicated in the General Notes section. Staff has the authority to negotiate, accept and sell the property to an income qualified household. This sale does not need Council approval since it would highlight a lower income household. These sales are part of annual City audits and federal monitoring documents ensure staff have followed all applicable guidelines.

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

ORDINANCE OF PARKS AND RECREATION COMMITTEE

Amending Section 9.21.050 Controlled areas.

Committee Action: Approved 4-0

Ordinance Number: 61-5957

Fiscal Impact: None

File Number: 24-0317

Date Introduced: March 26, 2024

The Common Council of the City of Wausau do ordain as follows:

Add ()

Delete ()

Section 1. That Section 9.21.050 – Controlled areas, is hereby amended to read as follows:

9.21.050 - Controlled areas.

The following areas are (slow-no-wake) areas:

....

- (e) Within 100 feet of the boat launches at D.C. Everest County Park in the City, ~~except there is designated a water ski (pickup and drop area) in the Wisconsin River on the easterly side of D.C. Everest County Park for the Wausauqua Water Ski Shows, Inc., during times of practice and performance and for the general public at all other times;~~

....

- (i) Within 150 feet of the shoreline beginning at the boat launch pier and proceeding southeast approximately 250 feet to the lagoon inlet at Bluegill Bay County Park in the town of Rib Mountain **except where there is designated a water ski pickup and drop area in the Wisconsin River for the Central Wisconsin Water Ski Show Team Inc., during times of practice and performance;**

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect on the day after its publication.

Section 4. **This ordinance shall sunset one year from the day after its publication.**

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

DRAFT

CITY OF WAUSAU – PARKS AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: December 4, 2023 at 4:30 p.m. Location: Council Chambers, City Hall
Parks and Recreation Committee Members Present: Dawn Herbst (c), Tom Kilian, Carol Lukens, Sarah Watson
Excused: Lou Larson
Others Present: Jamie Polley-Parks Director

1. In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. A quorum was present and the meeting was called to order at 4:30pm.
2. Public Comment or Suggestions – none brought forward.
3. Approve Minutes – November 6, 2023 – **Motion** by Watson, second by Lukens to approve the Park and Recreation Committee draft November 6, 2023 minutes. Motion **carried** by voice vote, vote reflected as 4-0.
4. Discussion and Possible Action Amending Municipal Code 9.21.050 Controlled Areas – Polley explained that the department received a request from the Waterski Association to move their current use at DC Everest Park to Bluegill Bay Park. The Park Commission will discuss the move itself in January and decide whether they feel Bluegill Bay can handle it based on the current uses there. The DNR will have to approve whether the waterski group can move their jump. The water is also regulated by all the municipalities that touch it. The county owns the property which is within a municipality so this municipal ordinance change would include the City of Wausau, Village of Rib Mountain, City of Schofield and the Village of Rothschild if they were to move. The wording in the ordinance will change from DC Everest Park to Bluegill Bay Park. The only municipality that has taken it to their board so far is Rib Mountain who has agreed to change the ordinance if the County allows the change of the land use.

The Park commission will be discussing the plan which would be using Bluegill Bay Park Wednesday and Sunday nights. It's possible the Park Commission may look at a trial year which would require the ordinance change. Kilian requested if the transition is made if there is a way to see if that void could be filled at DC Everest Park with other activities that people could attend there. Polley will task the Recreation Superintendant with coming up with some ideas. Discussion followed. **Motion** by Lukens, second by Watson to amend municipal code 9.21.050 and forward to City Council contingent upon the Parks Commission approval of the park change. Motion **carried** by voice vote, vote reflected as 4-0.
5. Educational Items
 - A. Park Updates – Athletic Park – The broken water valve has been replaced. Safety net has been replaced with some adjustment needed in the spring. Oak Island Restroom – Staff has poured the slab and the rough-in plumbing is complete. The structure will be constructed over the winter. Christmas Trees – Christmas trees have been installed at the 400 Block, CoVantage, City Hall, and Courthouse. Sylvan Hill – Snowmaking operations began 11/27 with the planned opening date of 12/15. Urban Forestry – Tree care operations are routine at this point. Vandalism/Encampments – Vandalism at 400 Block, Hammond, Kickbush Plaza, Memorial, and Scholfield. Encampments were cleaned up at Fern Island and Farmer's Market/Rivers Edge Trail.
6. Future Agenda Items – none brought forward
7. Next Meeting Date – No meeting scheduled in January unless needed for actionable items.
8. Adjournment – **Motion** by Watson, second by Kilian to adjourn at 5:00pm. Motion **carried** by voice vote, vote reflected as 4-0.

VILLAGE OF RIB MOUNTAIN, MARATHON COUNTY, WISCONSIN

ORDINANCE NO. 2023-07

AN ORDINANCE TO AMEND SECTION 20.01 WAUSAQUA WATER SKI SHOW AND SECTION 20.03 BOATING EQUIPMENT, USE AND OPERATION ON LAKE WAUSAU, BIG RIB RIVER AND LITTLE RIB RIVER.

WHEREAS, The Village of Rib Mountain is authorized to prepare, amend and adopt an aquatic recreation ordinance under Wis. Stats. §30.77(3)(a); and

WHEREAS, the Village of Rib Mountain adopted Chapter 20 to serve as the Village’s lakes and beaches ordinance; and

WHEREAS, following review, the Public Safety Committee has recommended enactment of the ordinance amendment contained herein for applicability within the Village limits; and

WHEREAS, following such review the Village Trustees considered the recommendation of said Committee; and

WHEREAS, the Village Trustees of the Village of Rib Mountain finds the proposed amendment contained herein is reasonable, consistent with the public interests.

NOW, THEREFORE, the Village Trustees of the Village of Rib Mountain, Marathon County, Wisconsin does ordain as follows:

Section 1: Chapter 20 LAKES AND BEACHES, SECTION 20.01 ENTITLED “WAUSAQUA WATER SKI SHOW” of the Code of the Village of Rib Mountain is hereby amended with new language underlined and deleted language ~~stricken~~ to provide as follows:

~~20.01 WAUSAQUA WATER SKI SHOW~~ CENTRAL WISCONSIN WATERSKI SHOW TEAM

Pursuant to § 30.69(3), Wis. Stats., there is hereby designated a water ski pick-up and drop area in the Wisconsin River on the easterly side of ~~Everest Landing~~ Bluegill Landing for the ~~Wausau Water Ski Show, Inc~~ Central Wisconsin Waterski Show Team, Inc., during times of practice and performance and for the general public at all other times.

Section 2: Chapter 20 LAKES AND BEACHES, SECTION 20.03 ENTITLED “BOATING EQUIPMENT, USE AND OPERATION ON LAKE WAUSAU, BIG RIB RIVER AND LITTLE RIB RIVER” of the Code of the Village of Rib Mountain is hereby amended with new language underlined and deleted language ~~stricken~~ to provide as follows:

(5) CONTROLLED AREAS. The following areas are slow-no-wake areas:

- (i) Within 150' of the shoreline beginning at the boat launch pier and proceeding southeast approximately 250' to the lagoon inlet at Bluegill Bay County Park in the Town of Rib Mountain except where there is designated a water ski pickup and drop

area in the Wisconsin River for the Central Wisconsin Water Ski Show Team Inc., during times of practice and performance.

Section 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4: Should any portion of this ordinance be declared invalid, or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of the remaining portions of said ordinance which can be given effect without the invalid or unconstitutional provision.

Section 5: This ordinance shall be in full force and effect from and after its date of passage and notice to the public as required by law.

Adopted this ____ day of _____, 2023.

Allen Opall, President

ATTEST:

Lynnae Kolden, Clerk

Request for Additional Services

Purpose: The Wausau & Marathon County Parks, Recreation, and Forestry Department has a desire to always provide high quality recreational services and facilities. With restricted financial and personnel resources the Department needs a process to evaluate requests for additional services. Additional services being defined as additions to programs and facilities or new programs and facilities.

In order to fully evaluate and stimulate thought on the complete aspects of additional services, please provide the Department with a request that includes the following (all items may not pertain and may not be known by requestor):

- Please describe program or facility where additional services are being requested.
Bluegill Bay County Park.

- Please describe additional services/facility being requested.
Moving the Water Walkers Show Team ski site from DC Everest Park to Bluegill Bay Park and creating a premier ski site capable of hosting tournaments such as the division II nationals, flaunt-it swivel ski competition, and world record "big pull" attempts. This site would ideally include a permanent building near the show area/water for the team to store ski equipment, concession equipment and to sell concession products, have electricity, flushable bathrooms, and running water all in the same building. The site would have a concrete slab stage area, asphalt walkways, seating, and a sandy section of shoreline area without rocks for the skiers and public to easily get in and out of the water.

- Why do you think this additional service/facility is needed?
The team has outgrown the DC Everest ski site and we are seeking to find a better-suited site that can accommodate a higher quality ski show for the community. Also, the DC Everest site is too narrow to have a ski jump in the channel, a major part of any ski show. We now have about 100 active members and about 50 less active members. We have also been competing annually at the Wisconsin State Waterski Show tournament in Wisconsin rapids with a 2021 1st place win in division 3.

Ideally, I would like to see the team ski exclusively at a Wausau location. (We currently also ski on Lake Dubay in Portage County). We would also move our ski jump to Wausau from its current location on Lake Dubay. Part of the reason for wanting to ski exclusively at a single Wausau location is that we will have more time for practice to work on developing the team members' skills and our team will further grow because the individual level of commitment required and team operating costs will be reduced.

We will also be able to and would like to bring commerce and tourism to the area by having the capabilities to host tournaments and events. The 2021 division II national tournament hosted in Shawano brought in 53 individual competitors and 9 ski teams from around the country (mostly the Midwest) for a 3 day event. Including participants, family, and judges I estimate more than 1,000 people were brought into the city for a long weekend.

- What exactly is being asked of the Department (funding, maintenance, construction)?
Help with planning, funding, construction, maintenance, etc. The team is willing to help with this as much as possible. We have a local contractor on the team that lives in Rib Mountain. We also have some experience with grant writing and can provide labor for some tasks.

- What are the total costs for the additional services/facilities (not only initial costs but future costs)?
\$500,000 estimated total project cost. The team would provide, own, maintain, and insure all the docks, jump, and lifts that are intended for the team's use. I don't want the cost to prevent this from

becoming a reality, lets discuss what is possible. It could be possible for the team to start skiing at Bluegill, instead of DC Everest, as early as 2023 without much site improvement. The expensive part of the plan is creating the premier site capable of tournament hosting, and the ski storage building/concession pavilion.

- How would it be funded (what is the County/City being asked to contribute, what is the group willing to contribute, grants, donations, etc.)?

Funding could be from a combination of grants, private and team contributions, Marathon county, and Rib Mountain/Wausau.

- Who will provide maintenance in the future (will it be turned over to the Department upon completion, will there be maintenance funds put aside, group to provide some maintenance, who repairs damage, etc.)?

The park department would ideally be responsible for future maintenance. Some areas of the building and improvements could be planned for other public benefits as well, not exclusively for the ski team. Some areas would need to be team exclusive areas such as the equipment storage and concession storage area.

- What are the expectations of the County/City once it is complete?

Maintain the building and site no differently than any other park property.

- What is the timeline for completion?

Phased completion. 5 to 8 years. Starting in 2023.



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

JOINT RESOLUTION OF THE CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE AND PLAN COMMISSION

Authorizing Sale of City-Owned Property at 902 and 904 West Thomas Street.

Committee Action: CISM: 4-0; Plan: 4-0

Fiscal Impact: None

File Number: 23-1217

Date Introduced: March 26, 2024

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau owns the vacant properties located at 902 and 904 West Thomas Street;
and

WHEREAS, on January 11, 2024, the Capital Improvements and Street Maintenance Committee considered the disposition of the properties at 902 and 904 West Thomas Street and recommended that this City-owned real estate be sold; and

WHEREAS, the properties were advertised for sale with a minimum bid of \$250 each and one bid was received for each lot; and

WHEREAS, the abutting property owner, Stephanie Jaeger, submitted a bid in the amount of \$250 each to purchase 902 and 904 West Thomas Street with the intention of moving the fence and creating a larger yard; and

WHEREAS, on March 14, 2024, your Capital Improvements and Street Maintenance Committee and on March 19, 2024, your Plan Commission recommended accepting the offers; now therefore

BE IT RESOLVED the Common Council of the City of Wausau does hereby accept the offers from Stephanie Jaeger to purchase the parcels at 902 and 904 West Thomas Street for \$250 each for a total of \$500.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: March 14, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Gary Gisselman, Lisa Rasmussen, Chad Henke (Doug Diny was excused.)

Also Present: Eric Lindman, Allen Wesolowski, Anne Jacobson, Tara Alfonso, Jill Kurtzhals, Tammy Stratz, Dustin Kraege, Blake Opal-Wahoske, Lori Wunsch, Stephanie Christensen – EMCS

Discussion and possible action on sale of 902 and 904 West Thomas Street (Bids were opened by the Board of Public Works on February 21, 2024)

Larson indicated only one bid was received and asked if it should be accepted. Rasmussen believes we should accept the offers since we would no longer have to take care of the properties and they would return to the tax roll.

Rasmussen moved to approve the bids and proceed with the sale. Henke seconded and the motion passed 4-0.

AGENDA ITEM

Discussion and possible action on sale of 902 and 904 West Thomas Street

BACKGROUND

Bids for the remnant parcels were opened by the Board of Public works on Feb. 21, 2024. CISM set the minimum bid for the parcels at \$250 each. One bid was received for the minimum.

FISCAL IMPACT

The City would receive \$500 for the parcels and they would return to the tax roll.

STAFF RECOMMENDATION

Staff recommends approving the sale of the parcels.

Staff contact: Allen Wesolowski 715-261-6762

Bid to Purchase Property from City of Wausau

I hereby submit the following bid to purchase the surplus City-owned property located at 902 West Thomas Street. The parcel is approximately 0.04 acres and is not a buildable lot.

A minimum bid price of \$250 is required.

Bid price: \$ 250.00

Briefly describe your intended use of the property at 902 West Thomas Street: _____

Want to move fence
over for bigger backyard

Name: Stephanie Jager

Mailing Address: 1036 S. 9th Ave.

Wausau, WI 54401

Telephone: 715-370-6263 Date: 1-25-24

Signature of bidder: Stephanie Jager

Bids shall include a deposit of 10% of the bid price in the form of a cashier, personal, or business check.

Sealed bids shall be submitted by 4:00 p.m. on February 20, 2024, to the City Engineering Department at Wausau City Hall, 407 Grant Street, Wausau, WI 54403.

The City of Wausau reserves the right to reject any or all bids.

Bid to Purchase Property from City of Wausau

I hereby submit the following bid to purchase the surplus City-owned property located at 904 West Thomas Street. The parcel is approximately 0.04 acres and is not a buildable lot.

A minimum bid price of \$250 is required.

Bid price: \$ 250.00

Briefly describe your intended use of the property at 904 West Thomas Street: _____

Want to move fence
over for bigger backyard

Name: Stephanie Jager

Mailing Address: 1036 W 9th Ave
Wausau, WI 54401

Telephone: 715-370-6263 Date: 1-25-24

Signature of bidder: Stephanie Jager

Bids shall include a deposit of 10% of the bid price in the form of a cashier, personal, or business check.

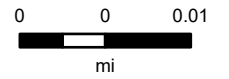
Sealed bids shall be submitted by 4:00 p.m. on February 20, 2024, to the City Engineering Department at Wausau City Hall, 407 Grant Street, Wausau, WI 54403.

The City of Wausau reserves the right to reject any or all bids.

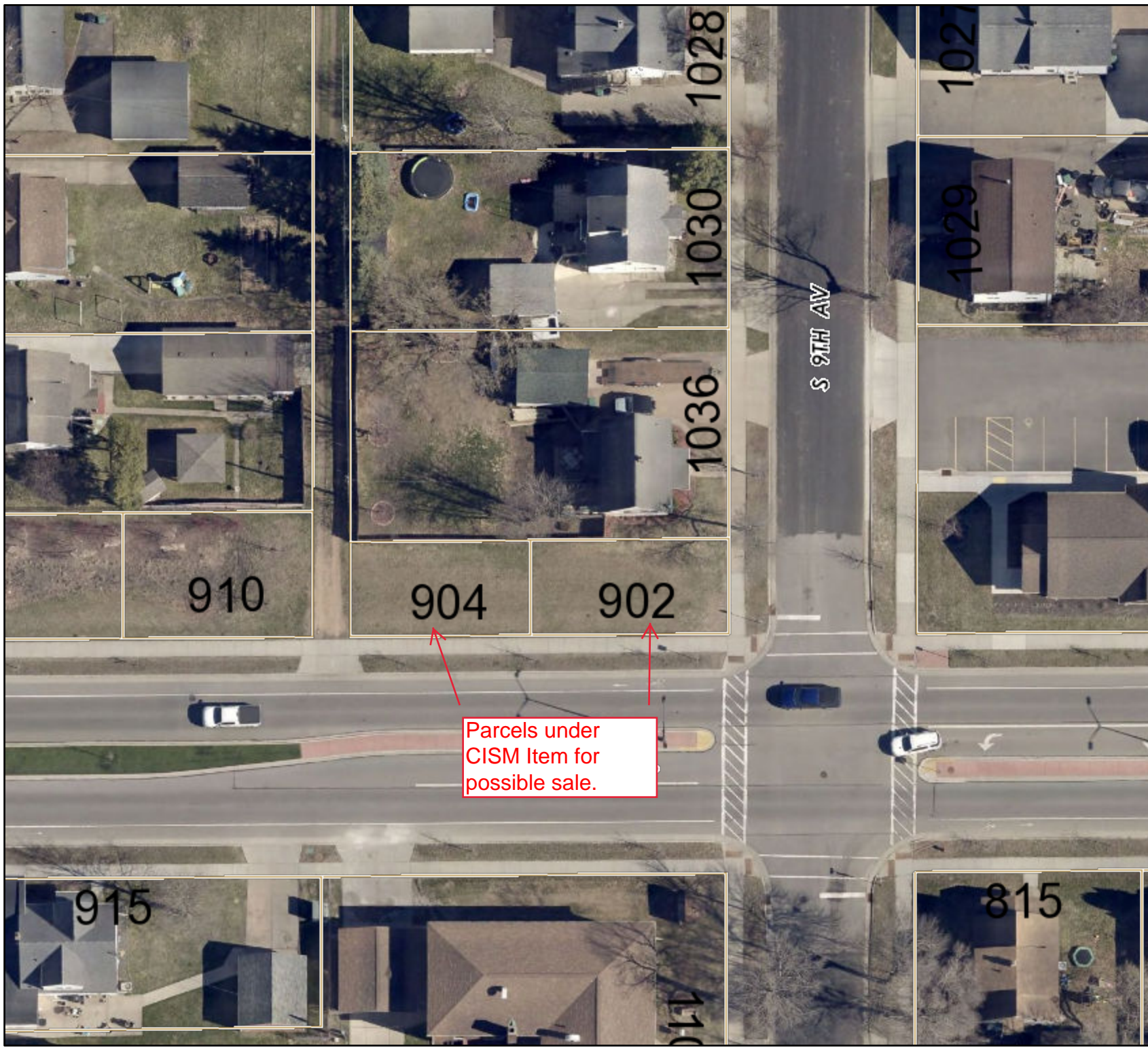
ArcGIS Web Map

City of Wausau / DPW

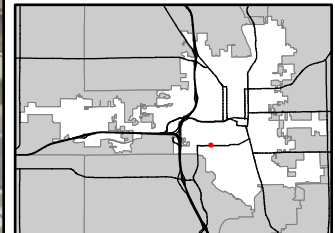
Date: 1/5/2024



 Parcel



Parcels under
CISM Item for
possible sale.



NOTES:

1. Duplication of this map is prohibited without the written consent of the City of Wausau DPW / GIS Dept.
2. This map was compiled and developed by the City of Wausau and Marathon County GIS. The City and County assume no responsibility for the accuracy of the information contained herein.
3. City of Wausau
Public Works / GIS Division
407 Grant St
Wausau, WI 54403
www.ci.wausau.wi.us

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

JOINT RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE AND PLAN COMMISSION

Approving Final Plat – Vistas at Greenwood Hills First Addition.

Committee Action: CISM: 4-0; Plan Commission: 7-0

Fiscal Impact: The lots and future houses will add value to the City of Wausau tax base. The developer is responsible for installation costs of any needed infrastructure.

File Number: 24-0318

Date Introduced: March 26, 2024

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, on February 8, 2024, your Capital Improvements and Street Maintenance Committee and on February 21, 2024, your Plan Commission reviewed the final plat of Vistas at Greenwood Hills First Addition, located west of Green Vistas Drive and north of Osswald Road, in the City of Wausau; and

WHEREAS, this final plat, encompassing eight (8) lots, six (6) of which will be used for single-family dwellings, conforms with the general layout of the preliminary plat approved by the Common Council on November 21, 2003; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the final plat of Vistas at Greenwood Hills First Addition is hereby approved contingent upon the execution of a developer agreement.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: February 8, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Gary Gisselman, Lisa Rasmussen, Doug Diny, Chad Henke (Lou Larson was excused)

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Nicksich, Anne Jacobson, Tara Alfonso, Jill Kurtzhals, Brad Lenz, Andrew Lynch, Dustin Kraege, Lori Wunsch

Discussion and possible action on Final Plat for Vistas at Greenwood Hills First Addition and associated easement document

This plat is for seven residential lots on the north side of the proposed Reserve Drive. Some details still need to be worked out. The final version of the easement document was presented today and staff has not had a chance to review it. The developer agreement is in draft form. Both the easement and developer agreement will be finalized before coming to Council. Staff agrees with the general layout provided.

Rasmussen moved to approve. Diny seconded and the motion passed 4-0.

PLAN COMMISSION

Time and Date: The Plan Commission met on Wednesday, February 21, 2024, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Sarah Watson, Bruce Bohlken, Andrew Brueggeman, George Bornemann, Dawn Herbst.

Staff Present: Brad Lenz, William Hebert, Brian Stahl, Tara Alfonso, Andrew Lynch, Samantha Kulig.

Others Present: Bryan Bailey, Tom Radenz, Jeffrey Stubbe, Lou Larson, Christine Martens, Pat Wools, Tom Killian, Dennis O'Flyng, Daivd LeMay, Carol Lukens, James Force, William Bertram, Patrick Peterson, Deann Schumann, Gary Gisselman, David Burke, Mike Tomsyck.

In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and transmitted to the *Wausau Daily Herald* in the proper manner.

Mayor Katie Rosenberg called the meeting to order at approximately 5:00 p.m. noting that a quorum was present.

Discussion and possible action on Final Plat for Vistas at Greenwood Hills First Addition and associated easement document.

Lenz stated that preliminary plats have gone through Plan Commission and Common Council meetings previously. The City of Wausau's Engineering, Public Works, and Planning division are comfortable with the land division shown on the final plat. The developer agreement will soon be finalized. Staff recommend approval of final plat.

Motion/second by Brueggeman/Bornemann to approve final plat. Motion approved 7-0.

AGENDA ITEM

Discussion and possible action on Final Plat for Vistas at Greenwood Hills First Addition and associated easement document

BACKGROUND

A preliminary plat was submitted and approved by CISM and Council.

The final plat and associated easement documents are attached.

The final plat application is also attached for reference.

A developer’s agreement will be executed by the Mayor before final plat is signed by the Mayor.

FISCAL IMPACT

Future building lots for tax base.

STAFF RECOMMENDATION

Staff recommends approving the final plat.

Staff contact: Allen Wesolowski 715-261-6762

**CITY OF WAUSAU FORMAL APPLICATION
FOR APPROVAL OF A FINAL PLAT**

Instructions: This application should be completed and returned to the City Engineer with six (6) copies of the final plat (at least one copy should be 11"X17" or smaller). The final plat should be prepared in accordance with the requirements of Chapter 21.12.070 of the *Wausau Municipal Code*. A copy of Chapter 21.12.070 is available in the City Engineering Department and on the City's Website at: www.ci.wausau.wi.us (under the sub-heading Government: Municipal Code).

NOTE: Much of the information requested below may have been provided with your application for approval of a preliminary plat. We are requesting it again in case there have been changes since the preliminary plat application was submitted.

SECTION I. Applicant Information

1) Name of Subdivision Legal Owner (or Agent): _____

2) Mailing Address of Owner (or Agent): _____

3) Owner/Agent Contact Information _____
(Phone Number) (Fax Number)

(E-mail address and/or alternate phone number, if available)

4) Name of Surveyor & Business Name: _____

5) Address of Surveyor: _____

6) Surveyor Contact Information: _____
(Phone Number) (Fax Number)

(E-mail address and/or alternate phone number, if available)

*Name, Address, and Telephone Number of technician responsible for subdivision design and of the surveyor responsible for surveys should be shown on the final plat as submitted.

SECTION II. Subdivision Information — Name and Location

7) Name of Subdivision (if within an existing subdivision): _____

8) Proposed Name (if not within previously platted subdivision): _____

9) Date of Common Council approval AND File Number of preliminary plat upon which this final

plat is based: _____
(Council Approval Date) (File Number)

10) List street names proposed in final plat (Check with Marathon County Department of Conservation, Planning and Zoning at 715-261-6040 to avoid duplication, etc.):

11) Location and Description of Property (government lot, section, township, range and county): _____

SECTION III. Subdivision Information — Basic Facts and Proposals

12) Size of tract in acres and/or of existing lots, if any, in square feet: _____

13) Existing zoning classification of property: _____

14) Is any rezoning to be proposed? If so, describe: _____

15) Total number of lots included on the final plat: _____

16) Total area shown on the final plat, including streets: _____

17) Area of lots proposed: Minimum _____ Average _____ Maximum _____

18) Proposed Sanitary Facilities

Water: _____

Sewerage Disposal: _____

19) Any other proposals, such as parcels of land intended to be dedicated, conveyed, or reserved for public use, and the conditions proposed for such disposal and use (describe in detail):

20) List citation of last instrument conveying title to each parcel of property involved in the proposed subdivision, giving grantor, grantee, date and land records reference:

21) List citation of any existing legal rights-of-way or easements affecting the property: _____

22) List existing covenants on the property, if any: _____

23) List any proposed covenants on the property, if any: _____

THE APPLICANT <u>MUST</u> COMPLETE THE FOLLOWING:	
Completed by: _____	_____
Today's Date: _____	(Your Signature)

**If you wish to submit additional information, you may attach extra pages to this application form.*

19.) Any other proposals, such as parcels of land intended to be dedicated, conveyed, or reserved for public use, and the conditions proposed for such disposal and use:

- Reserve Dr. for public right of way.
- Outlot 1 for stormwater management.
- 33' ingress/egress easement to provide access to Outlot1.
- 42' ingress/egress easement from Reserve Drive across the private portion of Reserve Drive and Green Vistas Drive to Osswald Road for maintenance vehicle operations.
- 15' utility easement for watermain along south side of Reserve Drive.
- 30' stormwater drainage easement across Lot 1 for the existing rip rap drainage swale from Reserve Drive to stormwater detention basin.
- 10' and varying with stormwater drainage easement along the north side of Lots 2-6 for an existing stormwater swale and concrete spillway.
- 15' recreational easement for the relocated portion of the existing trail system.
- 30' wide extension of the existing 30' utility easement across Lot 1 to Reserve Drive.

21.) List citation of any existing legal rights-of-way or easements affecting the property:

- Existing 60' utility easement per Doc. # 1115119 (to be vacated by this plat).
- 10' wide electric easement per Doc. # 973477.
- 30' utility easement per Doc. # 1115119.
- 15' recreational easements per Doc # 1410319 (parts to be vacated by this plat)

AGREEMENT BETWEEN THE CITY OF WAUSAU, THE
WAUSAU WATER WORKS, AND THE OWNER OF THE
VISTAS AT GREENWOOD HILLS FIRST ADDITION

THIS AGREEMENT made this _____ day of _____,
2024, by and between the City of Wausau, hereinafter referred to as "CITY," the
Wausau Water Works, hereinafter referred to as "UTILITY," and Sisters Three and One
Bro, LLC., hereinafter referred to as "OWNER";

WITNESSETH:

WHEREAS, OWNER owns land within the city limits of the City of Wausau, which
land OWNER wishes to develop into a real estate subdivision, hereinafter referred to as
VISTAS AT GREENWOOD HILLS FIRST ADDITION Subdivision; and

WHEREAS, the development of VISTAS AT GREENWOOD HILLS FIRST
ADDITION Subdivision will necessitate the installation of sanitary sewer laterals,
water laterals, storm water management facilities, electric and natural gas facilities, and
streets; and

WHEREAS, CITY is desirous of the development of VISTAS AT GREENWOOD
HILLS FIRST ADDITION Subdivision provided that OWNER agrees to certain provisions with regard to
construction of and/or payment for some of the aforementioned facilities; and

WHEREAS, the purpose of this document is to codify into a development agreement exactly what OWNER
agrees to do and what CITY/UTILITY agrees to do.

NOW, THEREFORE, the parties hereto agree as follows:

1. Attached hereto and incorporated herein by reference is a copy of the VISTAS AT GREENWOOD HILLS FIRST ADDITION Subdivision plat.
2. Inspection Services. CITY shall provide inspection/testing services for sanitary sewer and water main laterals. CITY shall provide inspection services of the street improvements. OWNER shall be responsible for design and field survey layout of all infrastructure including but not limited to sanitary sewer, watermain, storm sewer, storm water management facilities, curb, gutter and pavement, lighting, sidewalks, if any, and walkways/bikeways and pedestrian bridges within the subdivision, along with all easements required to serve the property.
3. Sanitary Sewer Laterals. OWNER shall install at its sole expense sanitary sewer laterals from the mains into the properties as required to serve this development as shown on the sewer and water plans.

Recording Area

Name and Return Address City of Wausau Engineering Dept. 407 Grant Street Wausau, WI 54403

Once inspection and "sign off" has been provided by CITY, UTILITY shall assume ownership and maintenance obligations of the sanitary sewer main system, provided the sanitary sewer main is within street right-of-way or a public utility easement. It is specifically understood that any and all sewer laterals from the mains shall remain in perpetuity private property. The responsibility for all sewer laterals shall remain with private property owners.

All lots within VISTAS AT GREENWOOD HILLS FIRST ADDITION Subdivision will be provided with sewer lift station service, and each lot shall be charged a one-time \$200 lift station fee as shown on Addendum A . OWNER shall pay to CITY these \$200 lift station fees at time of signing of this agreement.

UTILITY shall not be responsible for any payments or reimbursements to anyone, specifically including OWNER and third parties for any extensions or connections from or to the sewer mains which are the subject of this agreement.

4. Water Laterals. OWNER shall install at its sole expense all water laterals. All water laterals shall be a minimum of one and one-half (1½) inch.

Each lot within VISTAS AT GREENWOOD HILLS FIRST ADDITION shall be charged a one-time \$500 water booster fee as shown on Addendum A. OWNER shall pay to CITY these \$500 water booster fees at time of signing of this agreement.

UTILITY shall not be responsible for any payments or reimbursements to anyone, specifically including OWNER and third parties for any extensions or connections from or to the water mains which are the subject of this agreement.

5. Storm Water Facilities. OWNER agrees to supply and install storm sewer pipe, inlets, ditches, detention basins and appurtenances in a diameter, of a type, and in locations within VISTAS AT GREENWOOD HILLS FIRST ADDITION as shown on the CITY-approved plans. Total cost of acquisition of materials for and construction of the stormwater detention ponds and appurtenant construction shall be borne by OWNER.

The detention basin was previously constructed. OWNER shall verify the detention pond is constructed as per engineering plans as verified by a professional engineer. This must be completed by December 31, 2024. CITY agrees to take ownership of the detention facility after verification by a professional engineer.

6. Easements. OWNER shall dedicate or cause to be dedicated all easements required to construct all public utilities needed to serve the plat prior to the signing of the plat. An easement to allow for traffic and Department of Public Works trucks to utilize the roundabout at the intersection of Reserve Drive and Green Vistas Drive shall be dedicated prior to the signing of the plat. Green Acres at Greenwood Hills, LLC maintains full responsibility for the maintenance of the roundabout.

7. Permits. OWNER shall obtain all permits required by CITY, Department of Natural Resources, Army Corp of Engineers, or any other governmental agency to perform any work within VISTAS AT GREENWOOD HILLS FIRST ADDITION and the adjacent VISTAS AT GREENWOOD HILLS CONDOMINIUMS.

8. Street Improvements. OWNER shall install base course, curb and gutter (or concrete edge), and permanent asphalt street surface in VISTAS AT GREENWOOD HILLS Subdivision in accordance with the plans and specifications as approved by the CITY. OWNER shall install 6-inch thick concrete drive approaches to lots with established driveways at time of curb and gutter (or concrete edge) installation. The streets shall be constructed to the binder course of asphalt by September 1, 2024. The surface layer of asphalt shall be in place by October 1, 2024.

9. Street Lighting. Street lighting shall be designed, located and installed in accordance with the recommendations and standards provided by the Chief Inspector/Zoning Administrator and the lighting plan for the subdivision as submitted at the time of this agreement.

10. Trail Construction. Owner agrees to construct, at its sole expense a multi-use trail. The trail shall consist of a minimum of 6 inches of base course or recycled asphalt material and be a minimum of 10 foot in width. The

trail shall be constructed in the easements as shown on the plat. The owner shall be responsible for any future maintenance of the trail. The trail shall remain open to the public.

- 11. Parkland Fees. Owner agrees to pay \$2400 (two thousand four hundred dollars and 00/100) as and for a parkland dedication fee for the single-family lots in the VISTAS AT GREENWOOD HILLS FIRST ADDITION, prior to recording the final plat.
- 12. Waiver of Notice. OWNER, for itself, its successors and assigns, waives any notice and statutory procedures required under Chapter 66 of the Wisconsin Statutes and/or any successor statute, and under CITY ordinances, and any other requirements under the law regarding special assessments and/or impact fees, and OWNER, for itself, its successors and assigns, agrees that the fees established by CITY and as outlined in this agreement shall be placed as a lien on each individual lot, without notice and without further action.
- 13. Lien on Unpaid Charges. OWNER agrees that this agreement constitutes and is evidence of a lien and encumbrance on each lot within VISTAS AT GREENWOOD HILLS FIRST ADDITION, that it will be recorded encompassing the development known as VISTAS AT GREENWOOD HILLS FIRST ADDITION, and the covenants, burdens, and restrictions shall run with the land and shall bind OWNER, its successors and assigns until the fee on each lot is paid in full. Any unpaid fee listed on "Addendum A" shall remain a lien on those individual lots of VISTAS AT GREENWOOD HILLS FIRST ADDITION until released by the full payment of the fee due for said lot.

CITY OF WAUSAU

Sisters Three and One Bro, LLC

BY _____
Katie Rosenberg, Mayor

BY _____
James Wanserski, President and Managing Member

BY _____
Kaitlyn Bernarde, Clerk

WAUSAU WATER WORKS

Green Acres at Greenwood Hills, LLC

BY _____
Katie Rosenberg, President

BY _____
James Wanserski, President

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

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

Notary Public, Wisconsin
My commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2024, the above named Katie Rosenberg, President, of the Wausau Water Works, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

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

Notary Public, Wisconsin
My commission: _____

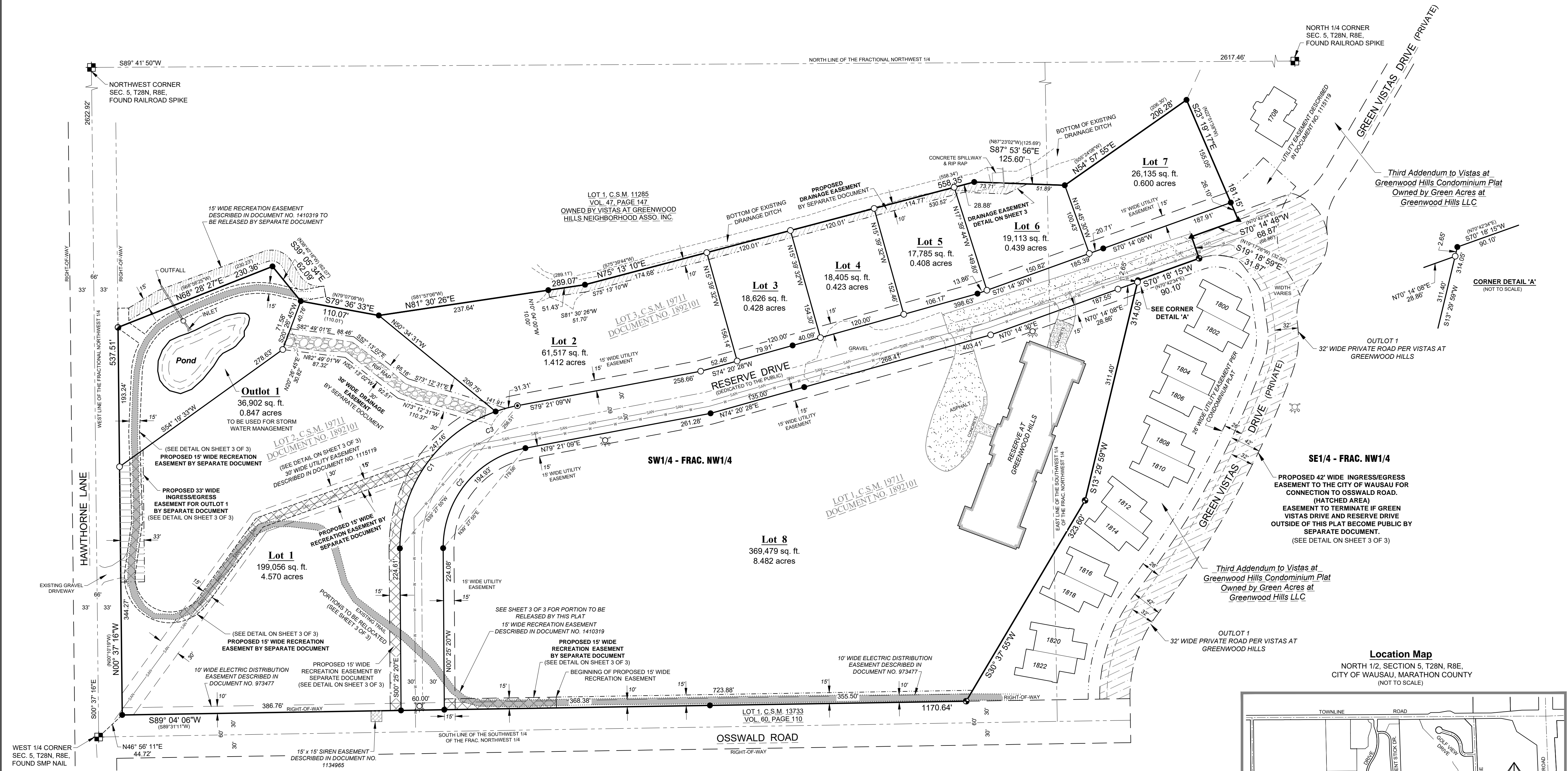
ADDENDUM A

VISTAS AT GREENWOOD HILLS FIRST ADDITION

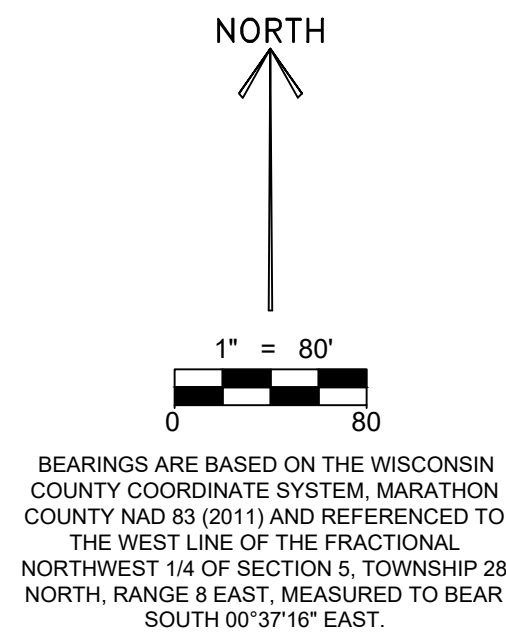
Address	Key No.	Lot	Water Booster Station Fee	Sewer Lift Station Fee
2526 Osswald Road		1	500.00	200.00
2610 Reserve Drive		2	500.00	200.00
2704 Reserve Drive		3	500.00	200.00
2712 Reserve Drive		4	500.00	200.00
2718 Reserve Drive		5	500.00	200.00
2724 Reserve Drive		6	500.00	200.00
2730 Reserve Drive		7	500.00	200.00
2725 Reserve Drive		8	500.00	200.00

VISTAS AT GREENWOOD HILLS FIRST ADDITION

Of Lot 1, Lot 2 and Lot 3 of Certified Survey Map Number 19711 recorded as Document Number 1892101 located in part of the Southwest 1/4 of the Fractional Northwest 1/4 and part of the Southeast 1/4 of the Fractional Northwest 1/4 of Section 5, Township 28 North, Range 8 East, City of Wausau, Marathon County, Wisconsin.



CURVE TABLE							
CURVE	LOT NO.	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT BEARING OUT
C1	MAIN	278.47'	200.00'	79°46'29"	S39°27'55"W	256.51'	S79°21'09"W
	1	247.16'	200.00'	70°48'19"	S34°58'50"W	231.73'	S00°25'20"E
C2	MAIN	194.93'	140.00'	79°46'29"	N39°27'55"E	179.56'	N00°25'20"W
	2	31.31'	200.00'	08°58'10"	S74°52'04"W	31.28'	N79°21'09"E
30' WIDE DRAINAGE EASEMENT CURVE TABLE							
C3	MAIN	47.83'	200.00'	13°42'04"	S67°49'54"W	47.71'	S74°40'56"W
	2	15.01'	200.00'	04°17'56"	S72°31'58"W	15.00'	S60°58'52"W
1		32.82'	200.00'	09°24'08"	S65°40'56"W	32.78'	



LEGEND	
○	SET 1-1/4" O.D. x 24" IRON PIPE WEIGHING 1.68 LBS/LIN. FT.
⊙	SET 1-1/4" x 24" REBAR WEIGHING 4.303 LBS/LIN. FT.
●	FOUND 1" REBAR
○	FOUND 1-1/4" O.D. IRON PIPE
●	FOUND 3/4" IRON BAR
▲	FOUND MAG NAIL
()	RECORDED BEARING/LENGTH
⊕	EXISTING HYDRANT
—	EXISTING SANITARY SEWER
—	EXISTING WATER MAIN
⊕	PROPOSED 15' WIDE RECREATION EASEMENT WITHIN EXISTING OR PROPOSED UTILITY & INGRESS/EGRESS EASEMENTS

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

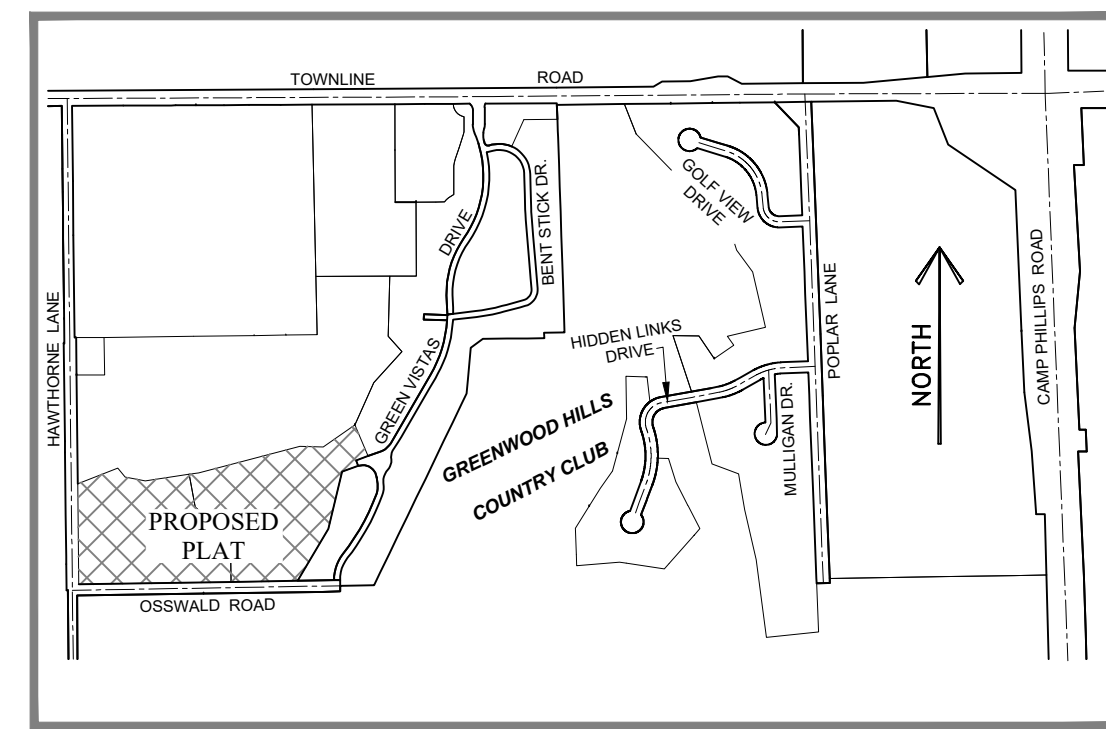
REGISTER OF DEEDS
MARATHON COUNTY, WISCONSIN

Received for record this _____ day of _____, 20____ at _____ o'clock _____ m.

In Plat Cabinet No. _____ on page _____

Document Number _____

Register of Deeds



VISTAS AT GREENWOOD HILLS FIRST ADDITION

Of Lot 1, Lot 2 and Lot 3 of Certified Survey Map Number 19711 recorded as Document Number 1892101 located in part of the Southwest 1/4 of the Fractional Northwest 1/4 and part of the Southeast 1/4 of the Fractional Northwest 1/4 of Section 5, Township 28 North, Range 8 East, City of Wausau, Marathon County, Wisconsin.

Surveyor's Certificate:

I, Nathan J. Wincentsen, Professional Land Surveyor S-2539, do hereby certify that;

That at the direction of _____ and Vistas at Greenwood Hills Development Inc. as Owners, I have surveyed, mapped and divided Lot 1, Lot 2 and Lot 3 of Certified Survey Map Number 19711 recorded as Document Number 1892101 located in part of the Southwest 1/4 of the Fractional Northwest 1/4 and part of the Southeast 1/4 of the Fractional Northwest 1/4 of Section 5, Township 28 North, Range 8 East, City of Wausau, Marathon County, Wisconsin, the exterior boundaries of which are described as follows:

Commencing at the West 1/4 corner of said Section 5; Thence North 46°56'11" East, 44.72 feet to the intersection of the East right-of-way line of Hawthorne Lane and the South right-of-way line of Osswald Road which is the point of beginning; Thence North 00°37'16" West along said East right-of-way line, 537.51 feet to the North line of said Lot 2 of Certified Survey Map Number 19711; Thence North 68°28'27" East along said North line, 230.36 feet; Thence South 39°05'34" East along said North line, 62.09 feet; Thence South 79°36'33" East along said North line, 110.07 feet to the North line of said Lot 3; Thence North 81°30'26" East along said North line, 289.07 feet; Thence North 75°13'10" East along said North line, 558.35 feet; Thence South 87°53'56" East along said North line, 125.60 feet; Thence North 54°57'55" East along said North line, 206.28 feet to the East line of said Lot 3; Thence South 23°19'17" East along said East line and the East line of said Lot 1 of Certified Survey Map Number 19711, 181.15 feet; Thence South 70°14'48" West along said East line, 68.87 feet; Thence South 19°18'59" East along said East line, 31.87 feet; Thence South 70°18'15" West along said East line, 90.10 feet; Thence South 13°29'59" West along said East line, 314.05 feet; Thence South 30°37'55" West along said East line, 323.60 feet to the North right-of-way line of Osswald Road; Thence South 89°04'06" West along said North right-of-way line, 1170.64 feet to the point of beginning.

That the above described parcel of land contains 854,339 square feet or 19.613 acres, more or less;

That said parcel is subject to all easements, restrictions and right-of-ways of record including a 15' wide utility easement, a 10' wide electric distribution easement per Document Number 973477, a 15' wide recreation easement per Document Number 1410319 and a 30' wide utility easement per Document Number 1115119;

That I have fully complied with the provisions of Chapter 236 of the Statutes of Wisconsin and the subdivision regulations of the City of Wausau in Surveying, Dividing and Platting said parcel;

That said plat is a correct and representation of the exterior boundaries of the land surveyed and of the subdivision thereof made.

Dated this _____ day of _____, 20____.

Riverside Land Surveying, LLC
Nathan J. Wincentsen
WI P.L.S. S-2539

CITY FINANCE DIRECTOR CERTIFICATE

State of Wisconsin)
ss
Marathon County)

I, Maryanne Groat, being the duly appointed, qualified, and acting Financial Director of the City of Wausau, do hereby certify that the records in my office show no unpaid taxes or special assessments as of,

_____, 20____
affecting the lands included in the Plat of Vistas at Greenwood Hills First Addition

Dated this _____ day of _____, 20____

Maryanne Groat, Financial Director of the City of Wausau

COUNTY TREASURER'S CERTIFICATE

State of Wisconsin)
ss
Marathon County)

I, Connie Beyersdorff, being the duly elected, qualified, and acting Treasurer of the County of Marathon, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of,

_____, 20____
affecting the lands included in the Plat of Vistas at Greenwood Hills First Addition.

Dated this _____ day of _____, 20____

Connie Beyersdorff, Treasurer, Marathon County

COMMON COUNCIL APPROVAL CERTIFICATE:

Resolved, that the plat of Vistas at Greenwood Hills First Addition, _____ and Vistas at Greenwood Hills Development Inc., Owners, in the City of Wausau, is hereby approved by the Common Council of the City of Wausau. By the recording of this plat at the Marathon County Register of Deeds office, the City of Wausau hereby releases any and all rights to the 60' wide utility easement described in Document Number 1115119 and a portion of the 15' wide recreation easement described in Document Number 1410319 as shown hereon.

All conditions have been met as of the _____ day of _____, 20____

Date _____ Signed _____ Mayor

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Common Council of the City of Wausau.

Date: _____ Signed _____ Kaitlyn Bernarde, Wausau City Clerk

Owners Certificate of Dedication

Vistas at Greenwood Hills Development Inc., as owner, does hereby certify that we have caused the land described on this Plat to be surveyed, divided, mapped and dedicated as represented on this Plat. Vistas at Greenwood Hills Development Inc., also certify that this Plat is required by s.236.10 or 236.12 to be submitted to the following for approval:

City of Wausau
Wisconsin Department of Administration.

Witness the hand and seal of said owner this _____ day of _____, 20____.
in presence of:

James E. Wanserski - President and Managing Member

State of Wisconsin)
ss
Marathon County)

Personally came before me this _____ day of _____, 20____.
the above named James E. Wanserski, President and Managing Member of Vistas at Greenwood Hills Development Inc. to me known to be the same person who executed the foregoing instrument and acknowledged the same.

Notary Public _____ State of Wisconsin

MY COMMISSION EXPIRES _____.

Corporate Owner's Certificate

_____, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as Owner, does hereby certify that said _____ caused the land described on this Plat to be surveyed, divided, mapped and dedicated as represented on this Plat. _____ does further certify that this Plat is required by s.236.10 or s.236.12 to be submitted to the following for approval:

City of Wausau
Wisconsin Department of Administration.

in witness whereof, the said _____, has caused these presents to be signed by:

James E. Wanserski - President and Managing Member

this _____ day of _____, 20____

State of Wisconsin)
ss
Marathon County)

Personally came before me this _____ day of _____, 20____

The above named James E. Wanserski, President and Managing Member of the above named _____ to me know to be the person who executed the foregoing instrument, and acknowledge that they executed the foregoing instrument as such member as the deed of said _____, by its authority.

Notary Public _____ State of Wisconsin

My commission expires _____.

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas and communications service is hereby granted by: _____ and Vistas at Greenwood Hills Development Inc., Grantor, to

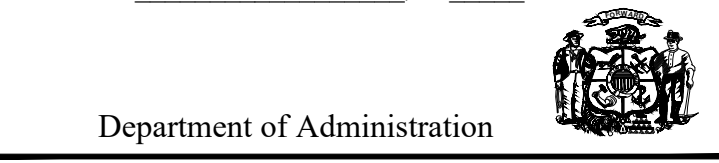
Wisconsin Public Service Corporation, a Wisconsin corporation, Grantee, Charter Communications, Grantee, Frontier Communications, Grantee and TDS Telecom, Grantee

their respective successors and assigns and any electric, natural gas and communications companies that would service the lots within Vistas at Greenwood Hills First Addition, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone, internet and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incidental to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of Grantees. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Utility Easement(s) are non-exclusive.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____



VISTAS AT GREENWOOD HILLS FIRST ADDITION

Of Lot 1, Lot 2 and Lot 3 of Certified Survey Map Number 19711 recorded as Document Number 1892101 located in part of the Southwest 1/4 of the Fractional Northwest 1/4 and part of the Southeast 1/4 of the Fractional Northwest 1/4 of Section 5, Township 28 North, Range 8 East, City of Wausau, Marathon County, Wisconsin.

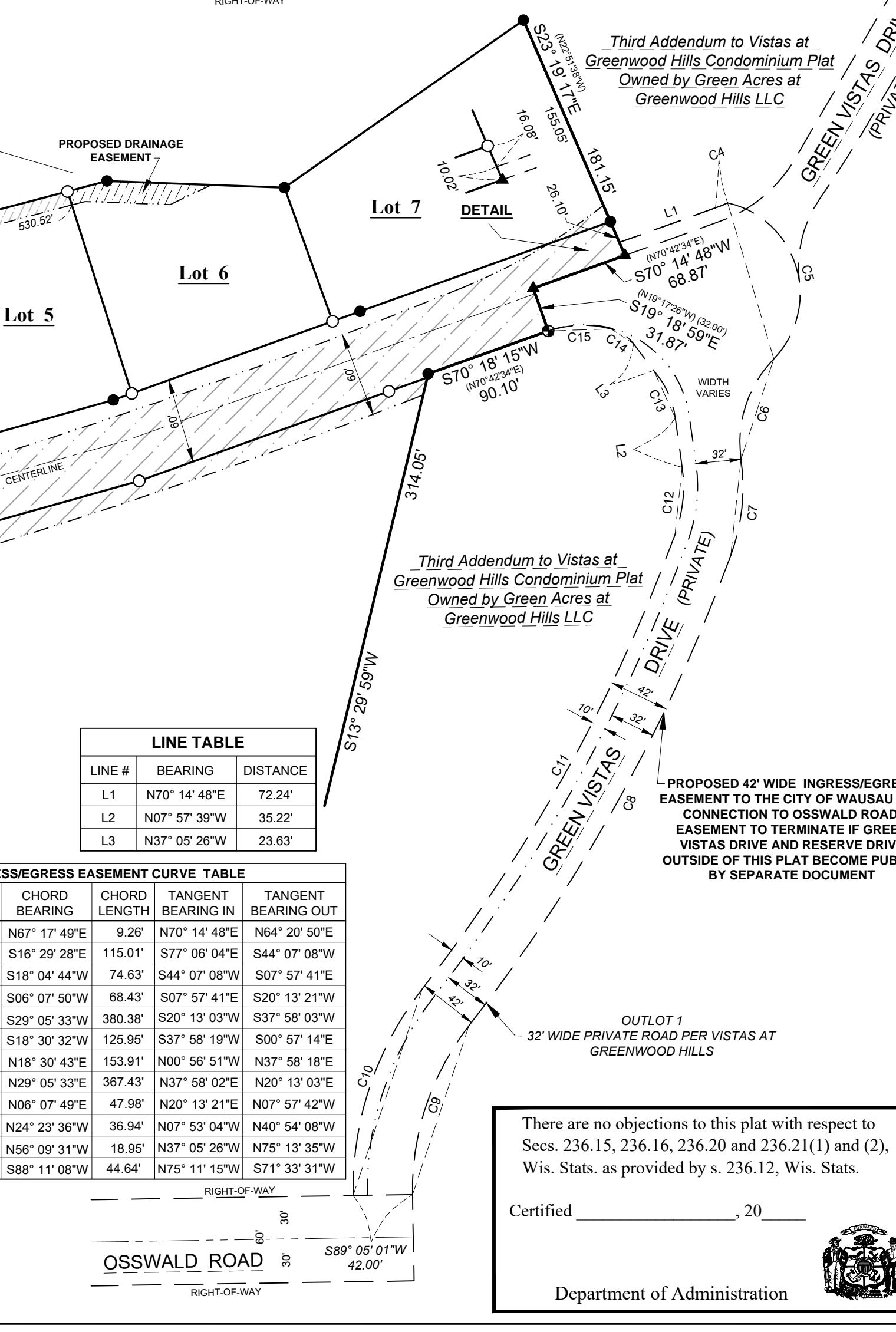
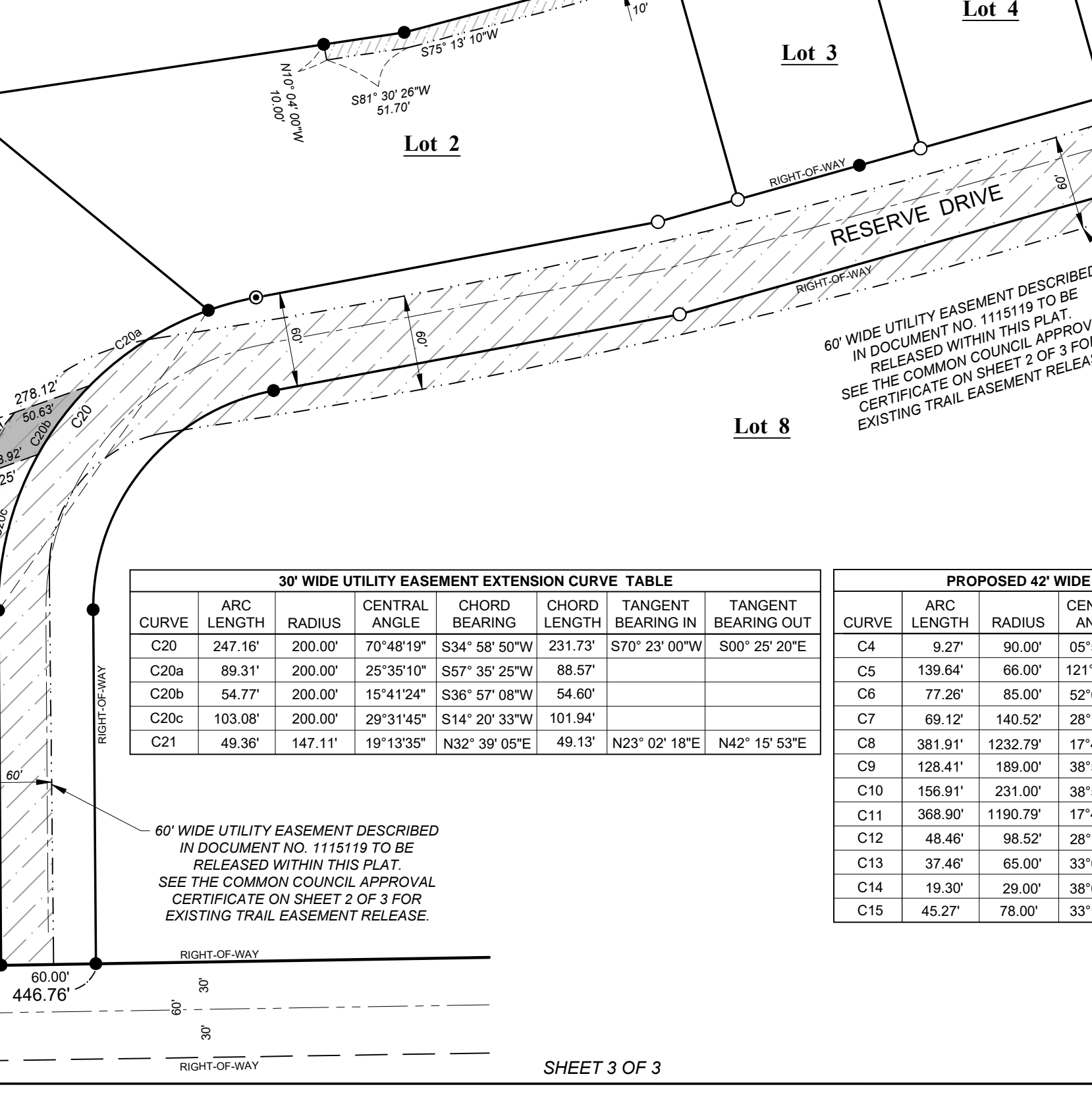
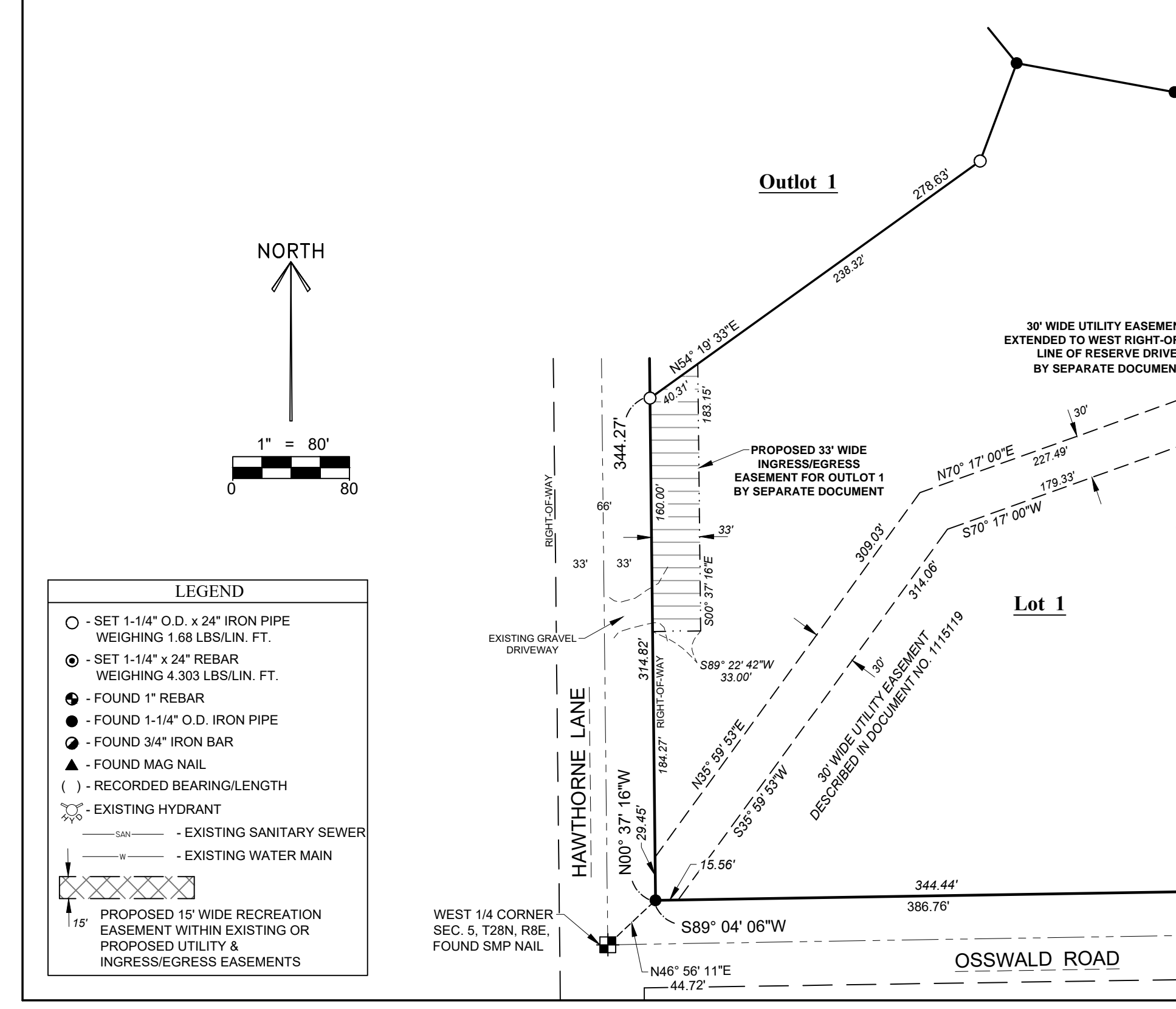
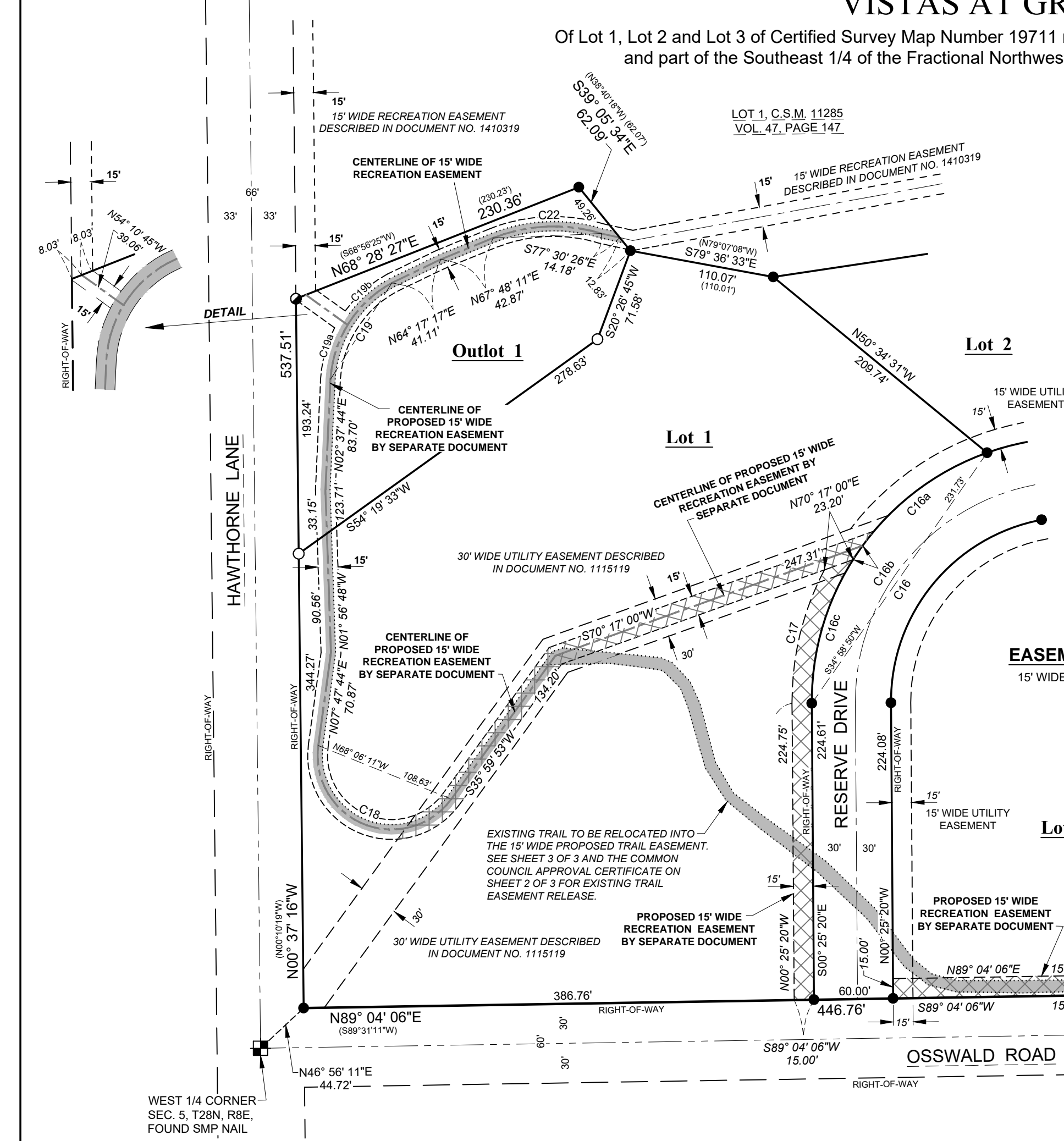
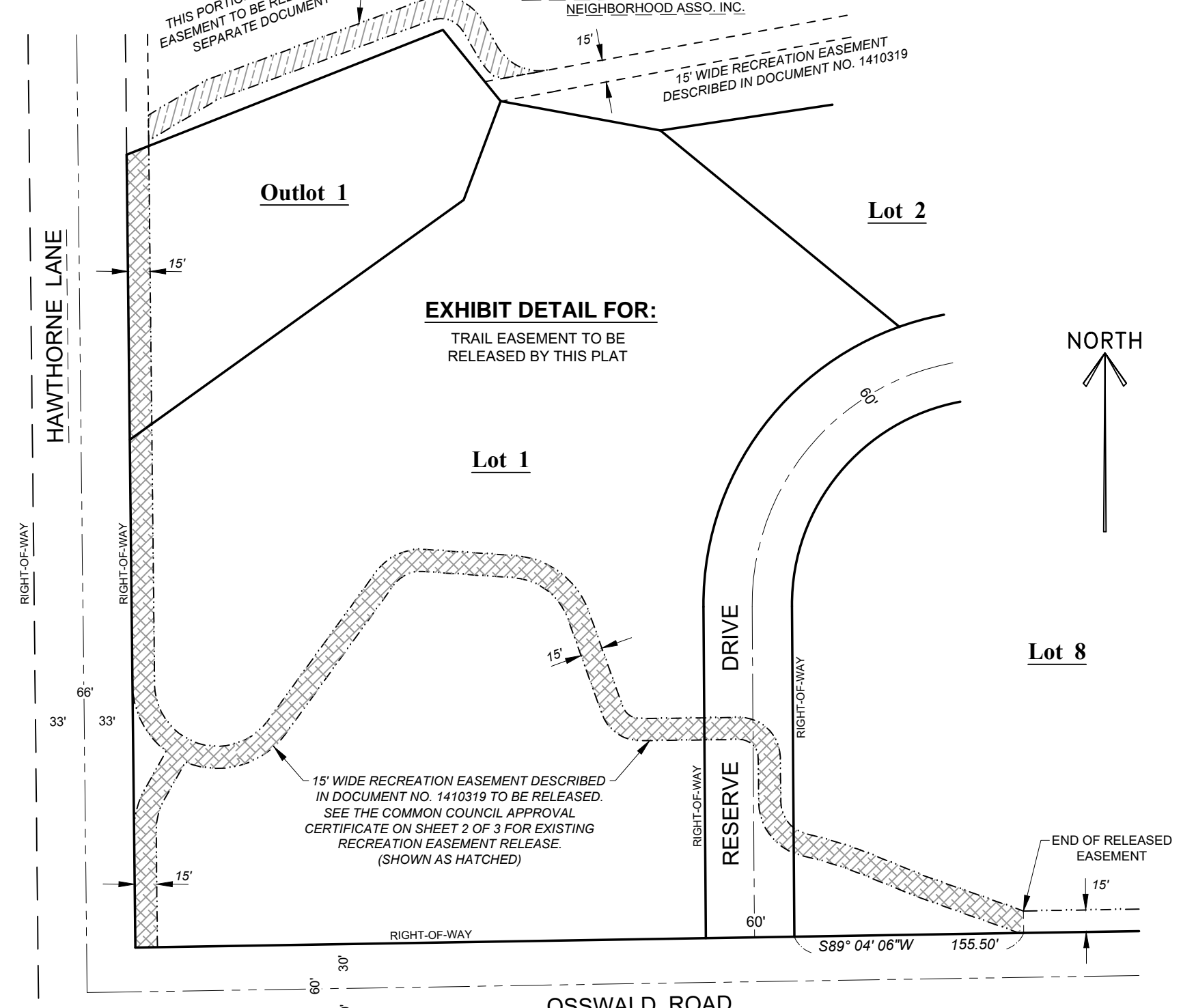
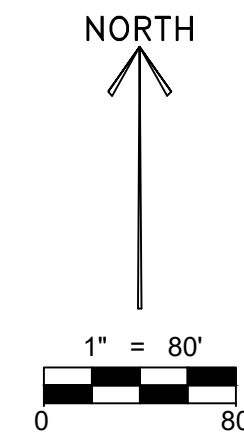
EASEMENT DETAILS FOR:

- PROPOSED 33' WIDE INGRESS/EGRESS EASEMENT FOR OUTLOT 1
- 60' WIDE UTILITY EASEMENT PER DOCUMENT NO. 1115119 (TO BE VACATED)
- 30' WIDE UTILITY EASEMENT PER DOCUMENT NO. 1115119
- CENTERLINE OF 15' WIDE RECREATION EASEMENT
- 30' WIDE UTILITY EASEMENT EXTENDED TO RESERVE DRIVE
- 30' WIDE DRAINAGE EASEMENT
- 15' WIDE RECREATION EASEMENT
- 42' WIDE INGRESS/EGRESS EASEMENT - GREEN VISTAS DRIVE
- DRAINAGE EASEMENT ON LOT 6
- TRAIL EASEMENT TO BE RELEASED BY THIS PLAT

CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT BEARING IN	TANGENT BEARING OUT
C16	247.16'	200.00'	70°48'20"	S34°58'50"W	231.73'	S70°23'00"W	S00°25'20"E
C16a	119.51'	200.00'	34°14'17"	S53°15'52"W	117.74'		
C16b	12.77'	200.00'	03°39'32"	S34°18'58"W	12.77'		
C16c	114.88'	200.00'	32°54'31"	S16°01'56"W	113.30'		
C17	105.14'	215.00'	28°01'04"	N13°35'12"E	104.09'	S27°35'44"W	S00°25'20"E
C18	148.36'	56.00'	151°47'52"	N68°08'11"W	108.63'	S35°59'53"W	N07°47'45"E
C19	90.43'	89.50'	57°53'39"	N32°28'55"E	86.64'	N03°30'05"E	N61°23'44"E
C19a	43.68'	89.50'	27°57'45"	N17°28'58"E	43.25'		
C19b	46.75'	89.50'	29°59'54"	N46°25'47"E	46.23'		
C22	83.79'	124.50'	38°33'42"	N87°38'33"E	82.22'	N68°21'41"E	S73°04'36"E

EASEMENT DETAIL FOR:

15' WIDE RECREATION EASEMENT



CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT BEARING IN	TANGENT BEARING OUT
C20	247.16'	200.00'	70°48'19"	S34°58'50"W	231.73'	S70°23'00"W	S00°25'20"E
C20a	89.31'	200.00'	25°39'10"	S57°35'25"W	88.57'		
C20b	54.77'	200.00'	15°41'24"	S36°57'08"W	54.80'		
C20c	103.08'	200.00'	29°31'45"	S14°20'33"W	101.94'		
C21	49.36'	147.11'	19°13'35"	N32°39'05"E	49.13'	N23°02'18"E	N42°15'53"E

CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT BEARING IN	TANGENT BEARING OUT
C4	9.27'	90.00'	05°53'58"	N67°17'49"E	9.26'	N70°14'48"E	N64°20'50"E
C5	139.64'	66.00'	121°13'12"	S16°29'28"E	115.01'	S77°06'04"E	S44°07'08"W
C6	77.26'	85.00'	52°04'49"	S18°04'44"W	74.63'	S44°07'08"W	S07°57'41"E
C7	69.12'	140.52'	28°11'02"	S06°07'50"W	68.43'	S07°57'41"E	S20°13'21"W
C8	381.91'	1232.79'	17°44'59"	S29°05'33"W	380.38'	S20°13'03"W	S37°58'03"W
C9	128.41'	189.00'	38°55'33"	S18°30'32"W	125.95'	S37°58'19"W	S00°57'14"E
C10	156.91'	231.00'	38°55'08"	N18°30'43"E	153.91'	N00°56'51"W	N37°58'18"E
C11	368.90'	1190.79'	17°44'59"	N29°05'33"E	367.43'	N37°58'02"E	N20°13'03"E
C12	48.48'	98.52'	28°11'03"	N06°07'49"E	47.98'	N20°13'21"E	N07°57'42"W
C13	37.46'	65.00'	33°01'04"	N24°23'36"W	36.94'	N07°53'04"W	N40°54'08"W
C14	19.30'	29.00'	38°08'09"	N56°09'31"W	18.95'	N37°05'26"W	N75°13'35"W
C15	45.27'	78.00'	33°15'14"	S88°11'08"W	44.84'	N75°11'15"W	S71°33'31"W

LINE #	BEARING	DISTANCE
L1	N70°14'48"E	72.24'
L2	N07°57'39"W	35.22'
L3	N37°05'26"W	23.63'

- LEGEND**
- SET 1-1/4" O.D. x 24" IRON PIPE WEIGHING 1.68 LBS/LIN. FT.
 - SET 1-1/4" x 24" REBAR WEIGHING 4.303 LBS/LIN. FT.
 - FOUND 1" REBAR
 - FOUND 1-1/4" O.D. IRON PIPE
 - FOUND 3/4" IRON BAR
 - ▲ FOUND MAG NAIL
 - () - RECORDED BEARING LENGTH
 - - EXISTING HYDRANT
 - - EXISTING SANITARY SEWER
 - - EXISTING WATER MAIN
 - ▨ PROPOSED 15' WIDE RECREATION EASEMENT WITHIN EXISTING OR PROPOSED UTILITY & INGRESS/EGRESS EASEMENTS

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____
 Department of Administration

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

RESOLUTION OF THE CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Approving sanitary sewer and watermain easement with Green Acres at Greenwood Hills LLC – Vistas at Greenwood Hills First Addition.

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 24-0319

Date Introduced: March 26, 2024

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, on November 21, 2023, Common Council approved the Vistas at Greenwood Hills First Addition preliminary plat; and

WHEREAS, as part of the final plat, a sanitary sewer and watermain easement will need to be retained for installation, repair and/or replacement; and

WHEREAS, your Capital Improvements and Street Maintenance Committee, at their February 8, 2024 meeting, discussed and approved entering into a sanitary sewer and watermain easement with Green Acres at Greenwood Hills LLC.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that it hereby approves the execution of the attached sanitary sewer and watermain easement and the proper City officials are hereby authorized and directed to execute said easement.

Approved:

Katie Rosenberg, Mayor

EASEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2024, by and between, GREEN ACRES AT GREENWOOD HILLS LLC, Grantor, and the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, herein after referred to as the "City", Grantee;

WITNESSETH:

WHEREAS, sanitary sewers and watermains are existing and/or are proposed in areas outside of the public street right of ways, on the proposed "Vistas At Greenwood Hills First Addition Subdivision", herein after referred to as the "Plat"; and

WHEREAS, existing Easement Areas for sanitary sewer and watermain through the Grantor's property have been previously dedicated (Doc. 1115119); and

WHEREAS, the existing 30-foot sanitary sewer easement shall extend eastward from its original termination at the west edge of the original 60-foot water main easement to the new western right of way line of Reserve Drive; and

WHEREAS, Grantor will allow this permanent Easement Area across Grantor's property upon certain terms and conditions as hereinafter enumerated.

NOW, THEREFORE, the parties hereto agree as follows:

That in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, receipt of which is hereby acknowledged, Grantor, has this day conveyed, transferred, and delivered unto Grantee a permanent easement and right-of-way and perpetual right to enter upon the real estate hereinafter described at any time to construct, reconstruct, maintain, inspect and/or repair a sanitary sewer and watermain which may be constructed through and under the lands hereinafter described.

The permanent easement and perpetual right of entry is described as follows:

Part of Lot 1, Vistas at Greenwood Hills First Addition, located in part of the Southwest 1/4 of the Fractional Northwest 1/4 of Section 5, Township 28 North, Range 8 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southwest corner of said Lot 1; Thence North 00°37'16" West along the East right-of-way line of Hawthorne Lane, 29.45 feet; Thence North 35°59'53" East, 309.03 feet; Thence North 70°17'00" East, 227.49 feet to the point of beginning;

Thence continuing North 70°17'00" East, 50.63 feet to the West right-of-way line of Reserve Drive and the beginning of a non-tangential curve to the left; Thence along said West right-of-way line, 54.77 feet along the arc of said curve, said curve having a radius of 200.00 feet, a central angle of 15°41'24" and a chord that bears South 36°57'08" West for a distance of 54.60 feet; Thence South 70°17'00" West, 43.92 feet to a non-tangential curve to the right; Thence along said curve, 49.36 feet along the arc of said curve, said curve having a radius of 147.11 feet, a central angle of 19°13'35" and a chord that bears North 32°39'05" East for a distance of 49.13 feet to the point of beginning.

Recording Area

Name and Return Address

City of Wausau Engineering Department
407 Grant Street
Wausau WI 54403

PIN: 291-2808-052-0976, 291-2808-0520975

And,

Part of Lot 8, Vistas at Greenwood Hills First Addition, located in part of the Southwest 1/4 of the Fractional Northwest 1/4 of Section 5, Township 28 North, Range 8 East, City of Wausau, Marathon County, Wisconsin, described as follows:

The North and West 15 feet of said Lot 8 abutting the Reserve Drive right of way.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss, or claims which may arise from the existence, use, and/or maintenance of said permanent easement. Grantee further agrees that it will attempt to return the disturbed lands subject to this easement to a similar condition which existed prior to the construction.

No buildings or structures except surface improvements such as, but not limited to, asphalt pavement, sidewalk, curb and gutter, etc. shall be constructed upon or across the permanent easement lands; nor shall large trees be planted upon the permanent easement lands, but small trees and shrubs not exceeding approximately eight feet in height at maturity are permitted.

Grantor covenants that it is lawfully seized and possessed of the real estate above described and that it will defend the title thereto against the lawful claims of all persons whomsoever.

This agreement shall run with the land, encumbering the property encompassed by the easement in perpetuity, and shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

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

[Signatures on following page]

GREEN ACRES AT GREENWOOD HILLS
HILLS LLC BY:

CITY OF WAUSAU BY:

Katie Rosenberg, Mayor

Kaitlyn A. Bernarde, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

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

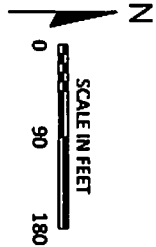
Notary Public, Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

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

Notary Public, Wisconsin
My commission expires: _____

This instrument was drafted by
Anne L. Jacobson, City Attorney
for the City of Wausau
407 Grant, Street
Wausau WI 54403-4783

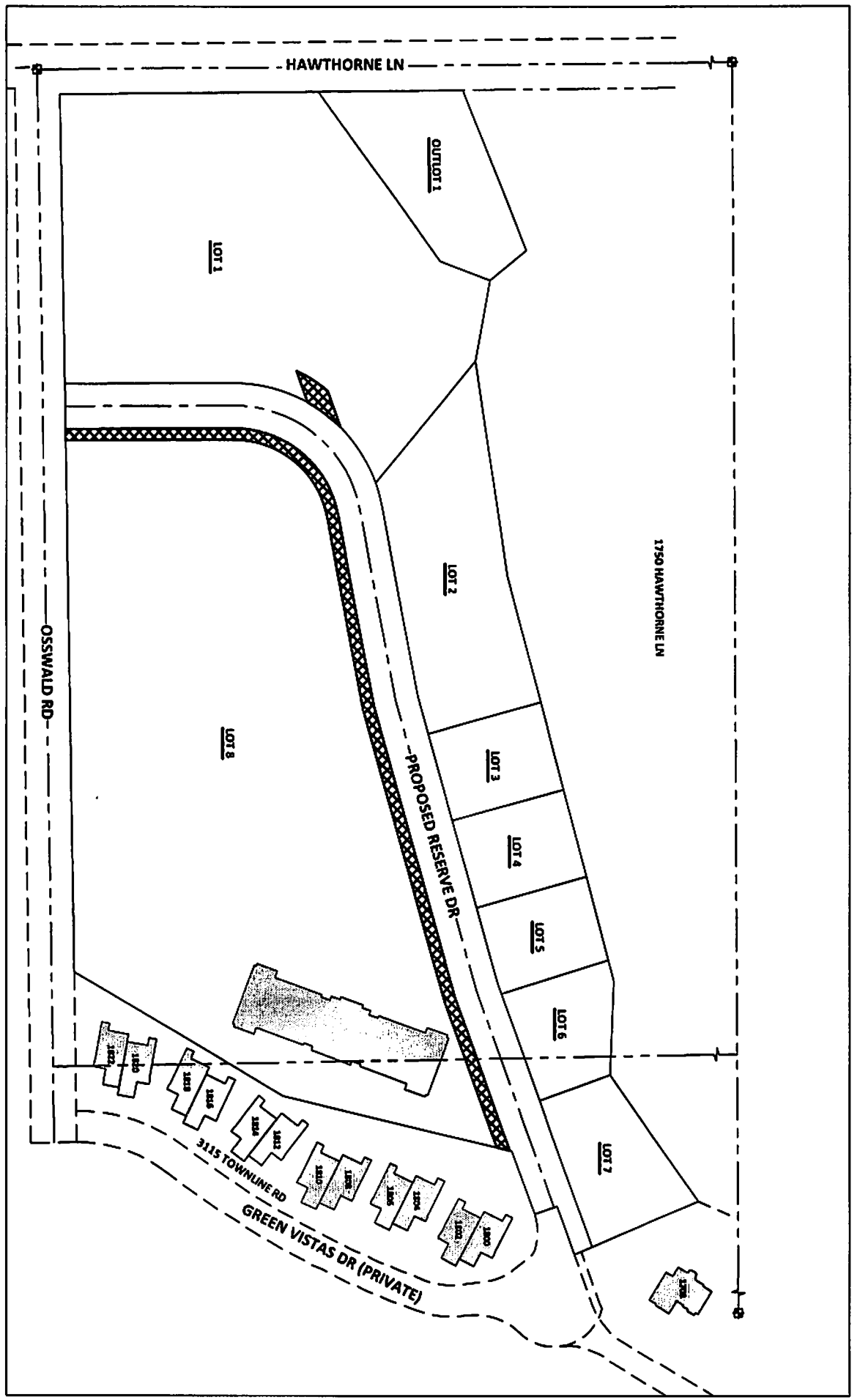


PROPOSED EASEMENT

CITY OF WAUSAU
MARATHON COUNTY, WISCONSIN



PROPOSED EASEMENT



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

RESOLUTION OF THE CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Approving stormwater drainage easement with Green Acres at Greenwood Hills LLC – Vistas at Greenwood Hills First Addition.

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 24-0322

Date Introduced: March 26, 2024

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, on November 21, 2023, Common Council approved the Vistas at Greenwood Hills First Addition preliminary plat; and

WHEREAS, as part of the final plat, a stormwater drainage easement will need to be retained for installation, repair and/or replacement; and

WHEREAS, your Capital Improvements and Street Maintenance Committee, at their February 8, 2024 meeting, discussed and approved entering into a stormwater drainage easement with Green Acres at Greenwood Hills LLC.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that it hereby approves the execution of the attached stormwater drainage easement and the proper City officials are hereby authorized and directed to execute said easement.

Approved:

Katie Rosenberg, Mayor

EASEMENT AGREEMENT

Document Title

THIS AGREEMENT, made this _____ day of _____, 2024, by and between, GREEN ACRES AT GREENWOOD HILLS LLC, Grantor, and the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, herein after referred to as the "City", Grantee;

WITNESSETH:

WHEREAS, stormwater drainage is existing and/or proposed in areas outside of the public street right of ways, on the proposed "Vistas At Greenwood Hills First Addition Subdivision", herein after referred to as the "Plat"; and

WHEREAS, a 30 foot wide drainage easement for a rip rapped drainage swale conveying runoff from Reserve Drive to the Outlot 1 basin is desired; and

WHEREAS, Grantor will allow this permanent Easement Area across Grantor's property upon certain terms and conditions as hereinafter enumerated.

Recording Area

Name and Return Address

City of Wausau Engineering Department
407 Grant Street
Wausau WI 54403

PIN: 291-2808-052-0976

NOW, THEREFORE, the parties hereto agree as follows:

That in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, receipt of which is hereby acknowledged, Grantor, has this day conveyed, transferred, and delivered unto Grantee a perpetual easement and right-of-way and perpetual right to enter upon the real estate hereinafter described at any time to construct, reconstruct, maintain, inspect and/or repair stormwater facilities which may be constructed through and under the lands hereinafter described.

The perpetual easement and right of entry is described as follows:

Part of Lot 1 and part of Lot 2, Vistas at Greenwood Hills First Addition, located in part of the Southwest 1/4 of the Fractional Northwest 1/4 of Section 5, Township 28 North, Range 8 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southwest corner of said Lot 1; Thence North 00°37'16" West along the East right-of-way line of Hawthorne Lane, 344.27 feet to the North line of said Lot 1; Thence North 54°19'33" East along said North line, 278.63 feet to the point of beginning;

Thence North 20°26'45" East along said North line, 30.82 feet; Thence South 82°49'01" East, 88.46 feet; Thence South 52°13'02" East, 95.16 feet; Thence South 73°12'31" East, 141.91 feet to the North right-of-way line of Reserve Drive and the beginning of a non-tangential curve to the left; Thence along said North right-of-way line, 47.83 feet along the arc of said curve, said curve having a radius of 200.00 feet, a central angle of 13°42'04" and a chord that bears South 67°49'54" West for a distance of 47.71 feet; Thence North 73°12'31" West, 110.37 feet; Thence North 52°13'02" West, 92.51 feet; Thence North 82°49'01" West, 87.32 feet to the point of beginning.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss, or claims which may arise from the existence, use, and/or maintenance of said permanent easement.

Grantee further agrees that it will make all reasonable efforts to return the disturbed lands subject to this easement to a similar condition which existed prior to the construction.

No buildings or structures except surface improvements such as, but not limited to, asphalt pavement, sidewalk, curb and gutter, etc. shall be constructed upon or across the permanent easement lands; nor shall large trees be planted upon the permanent easement lands, but small trees and shrubs not exceeding approximately eight feet in height at maturity are permitted.

Grantor covenants that it is lawfully seized and possessed of the real estate above described and that it will defend the title thereto against the lawful claims of all persons whomsoever.

This agreement shall run with the land, encumbering the property encompassed by the easement in perpetuity, and shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

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

[Signatures appear on following page]

GREEN ACRES AT GREENWOOD
HILLS LLC BY:

CITY OF WAUSAU BY:

Katie Rosenberg, Mayor

Kaitlyn A. Bernarde, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

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

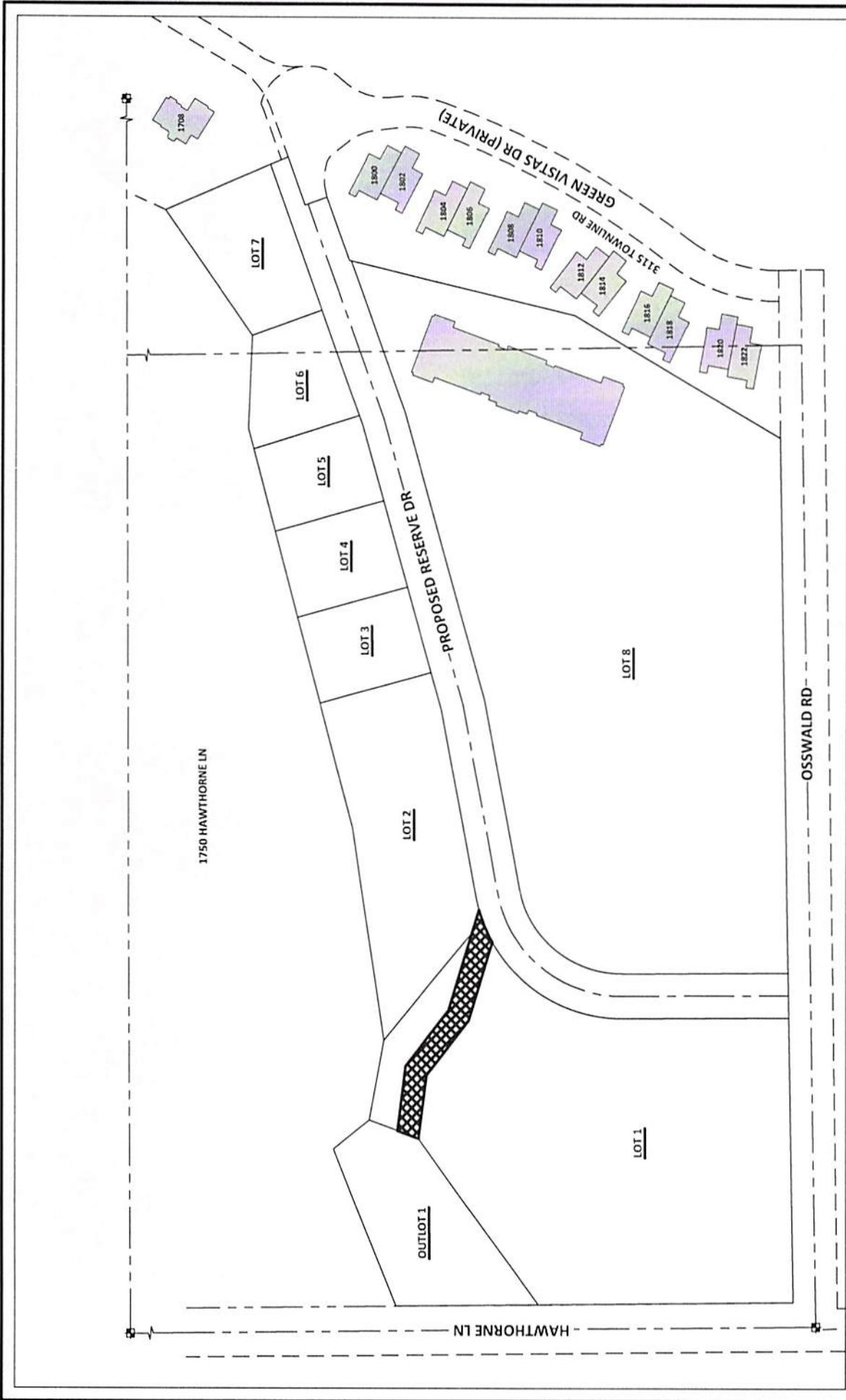
Notary Public, Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

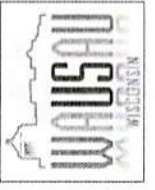
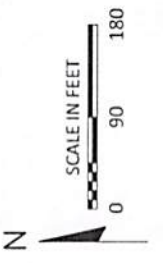
Personally came before me this _____ day of _____, 2024, the above named
_____, to me known to be the person who executed the foregoing
instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires: _____

This instrument was drafted by
Anne L. Jacobson, City Attorney
for the City of Wausau
407 Grant, Street
Wausau WI 54403-4783



PROPOSED EASEMENT
CITY OF WAUSAU
MARATHON COUNTY, WISCONSIN



PROPOSED EASEMENT

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

RESOLUTION OF THE CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE	
Approving stormwater pond access easement with Green Acres at Greenwood Hills LLC – Vistas at Greenwood Hills First Addition.	
Committee Action:	Approved 4-0
Fiscal Impact:	None
File Number:	24-0323
Date Introduced:	March 26, 2024

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

RESOLUTION

WHEREAS, on November 21, 2023, Common Council approved the Vistas at Greenwood Hills First Addition preliminary plat; and

WHEREAS, as part of the final plat, a stormwater pond access easement will need to be retained for access to the pond for maintenance; and

WHEREAS, your Capital Improvements and Street Maintenance Committee, at their February 8, 2024 meeting, discussed and approved entering into a stormwater pond access easement with Green Acres at Greenwood Hills LLC.,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that it hereby approves the execution of the attached stormwater pond access easement and the proper City officials are hereby authorized and directed to execute said easement.

Approved:

Katie Rosenberg, Mayor

EASEMENT AGREEMENT

Document Title

THIS AGREEMENT, made this _____ day of _____, 2024, by and between, GREEN ACRES AT GREENWOOD HILLS LLC, Grantor, and the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, herein after referred to as the "City", Grantee;

WITNESSETH:

WHEREAS, a stormwater pond exists and is outside of the public street right of ways, on the proposed "Vistas At Greenwood Hills First Addition Subdivision", herein after referred to as the "Plat"; and

WHEREAS, Grantor will allow this permanent Easement Area across Grantor's property upon certain terms and conditions as hereinafter enumerated.

NOW, THEREFORE, the parties hereto agree as follows:

That in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, receipt of which is hereby acknowledged, Grantor, has this day conveyed, transferred, and delivered unto Grantee a perpetual easement and right-of-way and perpetual right to enter upon the real estate hereinafter described at any time to allow Grantee ingress and egress across Lot 1 from Hawthorne Lane for access to stormwater pond on Outlot 1 for maintenance equipment and labor.

The perpetual easement and right of entry is described as follows:

Part of Lot 1, Vistas at Greenwood Hills First Addition, located in part of the Southwest 1/4 of the Fractional Northwest 1/4 of Section 5, Township 28 North, Range 8 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southwest corner of said Lot 1; Thence North 00°37'16" West along the East right-of-way line of Hawthorne Lane, 184.27 feet to the point of beginning;

Thence continuing North 00°37'16" West along said East right-of-way line, 160.00 feet to the South line of Outlot 1 of Vistas at Greenwood Hills First Addition; Thence North 54°19'33" East along said South line, 40.31 feet; Thence South 00°37'16" East, 183.15 feet; Thence South 89°22'42" West, 33.00 feet to the point of beginning.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss, or claims which may arise from the existence, use, and/or maintenance of said permanent easement. Grantee further agrees that it will make all reasonable efforts to return the disturbed lands subject to this easement to a similar condition which existed prior to the construction.

No buildings or structures except surface improvements such as, but not limited to, asphalt pavement, sidewalk, curb and gutter, etc. shall be constructed upon or across the permanent easement lands; nor shall large trees be planted upon the permanent easement lands, but small trees and shrubs not exceeding approximately eight feet in height at maturity are permitted.

Recording Area

Name and Return Address

City of Wausau Engineering Department
407 Grant Street
Wausau WI 54403

PIN: 291-2808-052-0976

Grantor covenants that it is lawfully seized and possessed of the real estate above described and that it will defend the title thereto against the lawful claims of all persons whomsoever.

This agreement shall run with the land, encumbering the property encompassed by the easement in perpetuity, and shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

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

GREEN ACRES AT GREENWOOD
HILLS LLC BY:

CITY OF WAUSAU BY:

Katie Rosenberg, Mayor

Kaitlyn A. Bernarde, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

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

Notary Public, Wisconsin

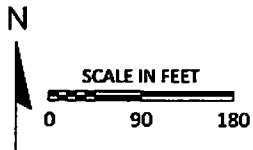
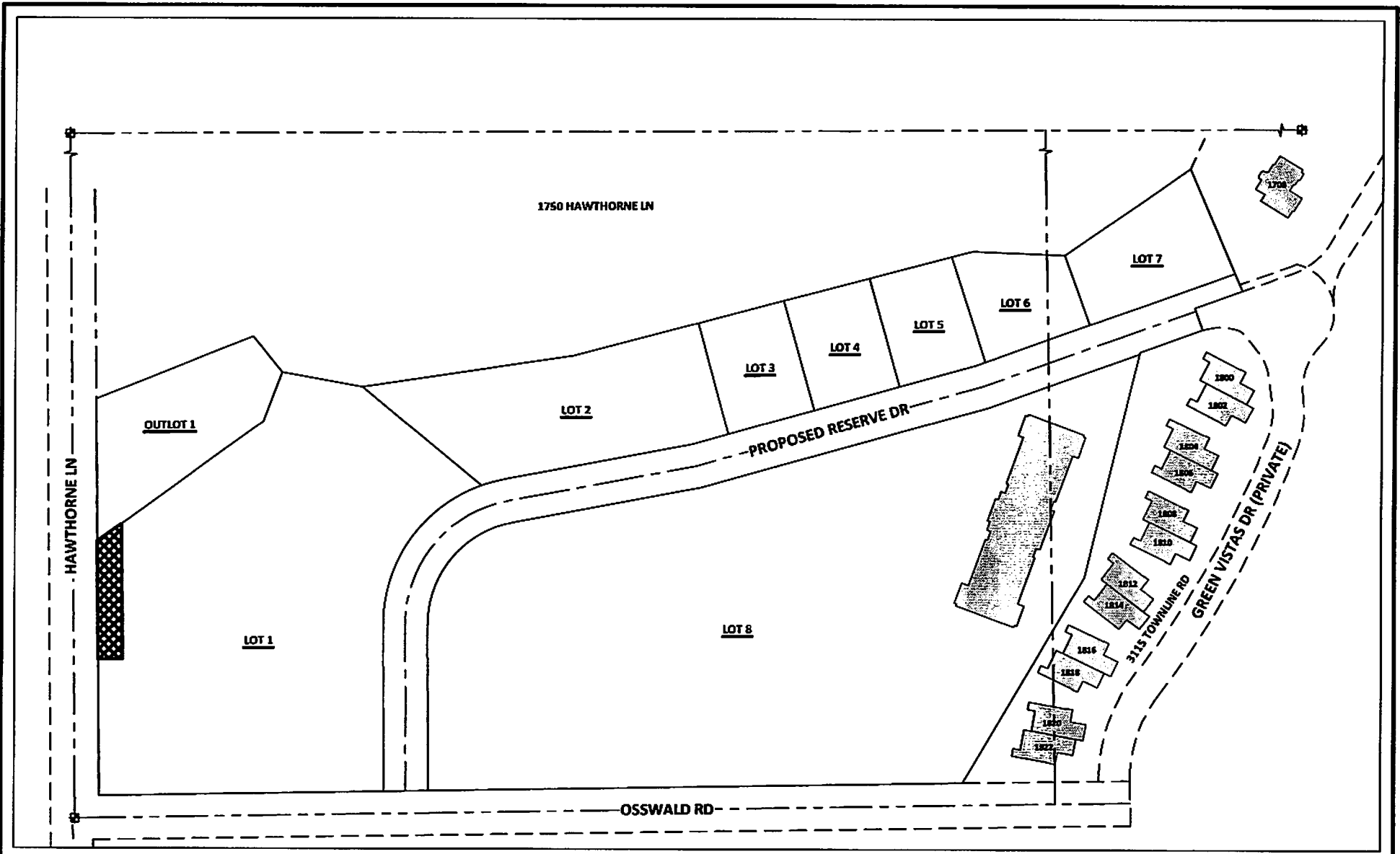
My commission expires: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

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

Notary Public, Wisconsin

My commission expires: _____



PROPOSED EASEMENT

CITY OF WAUSAU

MARATHON COUNTY, WISCONSIN



CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: February 8, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Gary Gisselman, Lisa Rasmussen, Doug Diny, Chad Henke (Lou Larson was excused)

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Nicksich, Anne Jacobson, Tara Alfonso, Jill Kurtzhals, Brad Lenz, Andrew Lynch, Dustin Kraege, Lori Wunsch

Discussion and possible action on Final Plat for Vistas at Greenwood Hills First Addition and associated easement document

This plat is for seven residential lots on the north side of the proposed Reserve Drive. Some details still need to be worked out. The final version of the easement document was presented today and staff has not had a chance to review it. The developer agreement is in draft form. Both the easement and developer agreement will be finalized before coming to Council. Staff agrees with the general layout provided.

Rasmussen moved to approve. Diny seconded and the motion passed 4-0.

AGENDA ITEM

Discussion and possible action on Final Plat for Vistas at Greenwood Hills First Addition and associated easement document

BACKGROUND

A preliminary plat was submitted and approved by CISM and Council.

The final plat and associated easement documents are attached.

The final plat application is also attached for reference.

A developer's agreement will be executed by the Mayor before final plat is signed by the Mayor.

FISCAL IMPACT

Future building lots for tax base.

STAFF RECOMMENDATION

Staff recommends approving the final plat.

Staff contact: Allen Wesolowski 715-261-6762

**UTILITY, STORMWATER,
INGRESS/EGRESS AND
PEDESTRIAN TRAIL
EASEMENT AREAS
AGREEMENT**

Document No.

Document Title

THIS AGREEMENT made the ____ day of _____, 2024, by and between Vistas At Greenwood Hills Development Inc., Vistas At Greenwood Hills Neighborhood Association Inc. and Greenwood Acres At Greenwood Hills LLC, all Wisconsin corporations, hereinafter referred to as “GRANTOR,” and the City of Wausau, a municipal corporation of the State of Wisconsin, herein after referred to as “City”;

WITNESSETH:

WHEREAS, sanitary sewers, water mains, storm water management facilities, ingress/egress access and pedestrian trails are existing and/or are proposed in areas outside of the public street right of ways, on the proposed “Vistas At Greenwood Hills First Addition Subdivision”, herein after referred to as the “Plat”, as well as, areas outside but adjacent to the Plat ; and

WHEREAS, existing Easement Areas for municipal infrastructure facilities through the GRANTOR’s property have been previously dedicated (Doc. 1115119 for sewer and water and Doc. 1410319 for pedestrian trails); and

WHEREAS, some of the existing Easement Areas for municipal infrastructure facilities will be retained, while other areas will no longer be required and are being vacated on the Plat; and

WHEREAS, additional Easement Areas for municipal infrastructure facilities through the GRANTOR’s property have been identified; and

WHEREAS, GRANTOR will allow these permanent Easements Areas across GRANTOR’s property upon certain terms and conditions as hereinafter enumerated.

NOW, THEREFORE, the parties hereto agree as follows:

Recording Area

Name and Return Address
Allen Wesolowski
City of Wausau
407 Grant Street
Wausau, WI 54403

PIN:
29128080520975
29128080520978
29128080520144

1. GRANTOR hereby grants to the City perpetual easement and right of way over a number of Easement Areas on property owned by GRANTOR as hereinafter described, with the right to use, operate, inspect, repair, maintain, replace and remove sanitary sewer lines, water mains, fire hydrants, other sewer and water utility appurtenances, storm water drainage piping, control structures, storage basins and vehicle and pedestrian ingress/egress over existing private roadways and trails. The rights herein shall include the right of the City to enter onto and to perform installation, repair, cleaning and/or maintenance procedures and remove any and all obstructions from the said easement including, but not limited to trees, shrubs, other vegetation growth, structures and all other obstructions as may be required from time to time in carrying out its obligations to provide and/or maintain sanitary sewer service, potable water supply, storm water control, vehicle access and pedestrian trails to the City residents and customers.

2. The Easement Areas, are as shown on the Vistas At Greenwood Hills First Addition Subdivision Plat (three pages) - "Exhibit A" attached hereto and incorporated herein by reference and more particularly described as follows.

a) Lot 1 – Sanitary sewer, Pedestrian Trail and Storm water basin access.

i) Extend the existing 30-foot sanitary sewer easement eastward from its original termination at the west edge of the original 60-foot water main easement to the new western right of way line of Reserve Drive.

More particularly described as follows:

Part of Lot 1 of Vistas at Greenwood Hills First Addition located in part of the Southwest 1/4 of the Fractional Northwest 1/4 of Section 5, Township 28 North, Range 8 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southwest corner of said Lot 1; Thence North $00^{\circ}37'16''$ West along the East right-of-way line of Hawthorne Lane, 29.45 feet; Thence North $35^{\circ}59'53''$ East, 309.03 feet; Thence North $70^{\circ}17'00''$ East, 227.49 feet to the point of beginning; Thence continuing North $70^{\circ}17'00''$ East, 50.63 feet to the West right-of-way line of Reserve Drive and the beginning of a non-tangential curve to the left; Thence along said West right-of-way line, 54.77 feet along the arc of said curve, said curve having a radius of 200.00 feet, a central angle of $15^{\circ}41'24''$ and a chord that bears South $36^{\circ}57'08''$ West for a distance of 54.60 feet; Thence South $70^{\circ}17'00''$ West, 43.92 feet to a non-tangential curve to the right; Thence along said curve, 49.36 feet along the arc of said curve, said curve having a radius of 147.11 feet, a central angle of $19^{\circ}13'35''$ and a chord that bears North $32^{\circ}39'05''$ East for a distance of 49.13 feet to the point of beginning.

That the above described parcel of land contains 1,418 square feet or 0.033 acres, more or less.

ii) Vacate the existing 15-foot pedestrian trail from the bend in the sanitary sewer line easement on Lot 1 southeasterly to the north Oswald Lane right of way. Establish a new 15-foot trail easement from the sanitary sewer bend eastward to the west right of way line of Reserve Drive.

More particularly described as follows:

Part of Lot 1 and part of Outlot 1 of Vistas at Greenwood Hills First Addition located in part of the Southwest 1/4 of the Fractional Northwest 1/4 of Section 5, Township 28 North, Range 8 East, City of Wausau, Marathon County, Wisconsin, the centerline of a 15 foot wide recreation easement described as follows:

Commencing at the Southeast corner of said Lot 1; Thence North $00^{\circ}25'20''$ West along the West right-of-way line of Reserve Drive, 224.61 feet to the beginning of a tangential curve to the right; Thence along said West right-of-way line, 127.65 feet along the arc of said curve, said curve having a radius of 200.00 feet, a central angle of $36^{\circ}34'03''$ and a chord that bears North $17^{\circ}51'42''$ East for a distance of 125.49 feet to the point of beginning of the described centerline of a 15 foot wide recreation easement; Thence South $70^{\circ}17'00''$ West along said centerline, 247.31 feet; Thence South $35^{\circ}59'53''$ West along said centerline, 134.20 feet to the beginning of a tangential curve to the right; Thence along said centerline, 148.36 feet along the arc of said curve, said curve having a radius of 56.00 feet, a central angle of $151^{\circ}47'52''$ and a chord that bears North $68^{\circ}06'11''$ West for a distance of 108.63 feet; Thence North $07^{\circ}47'44''$ East along said centerline, 70.87 feet; Thence North $01^{\circ}56'48''$ West along said centerline, 123.71 feet; Thence North $02^{\circ}37'44''$ East along said centerline, 83.70 feet to the beginning of a non-tangential curve to the right; Thence along said centerline, 43.68 feet along the arc of said curve, said curve having a radius of 89.50 feet, a central angle of $27^{\circ}57'45''$ and a chord that bears North $17^{\circ}28'58''$ East for a distance of 43.25 feet; Thence North $54^{\circ}10'45''$ West along said centerline, 39.06 feet to the North line of said Outlot 1; Thence South $54^{\circ}10'45''$ East, 39.06 feet to the beginning of a non-tangential curve to the right; Thence along said centerline, 46.75 feet along the arc of said curve, said curve having a radius of 89.50 feet,

a central angle of 29°55'54" and a chord that bears North 46°25'47" East for a distance of 46.23 feet; Thence North 64°17'17" East along said centerline, 41.11 feet; Thence North 67°48'11" East along said centerline, 42.87 feet to the beginning of a non-tangential curve to the right; Thence along said centerline, 83.79 feet along the arc of said curve, said curve having a radius of 124.50 feet, a central angle of 38°33'42" and a chord that bears North 87°38'33" East for a distance of 82.22 feet; Thence South 77°30'26" East along said centerline, 14.18 to the East line of said Outlot 1 and the point of termination of said described centerline of a 15 foot wide recreation easement include all those lands lying within 7.50 feet on either side of the above described centerline, extended East to said West right-of-way line of Reserve Drive, extended North to said North line of Outlot 1 and extended East to said East line of Outlot 1.

That the above described parcel of land contains 16,687 square feet or 0.383 acres, more or less.

iii) Ingress/Egress to Outlot 1, from Hawthorne Lane to the basin, for maintenance equipment and labor.

More particularly described as follows:

Part of Lot 1 of Vistas at Greenwood Hills First Addition located in part of the Southwest 1/4 of the Fractional Northwest 1/4 of Section 5, Township 28 North, Range 8 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southwest corner of said Lot 1; Thence North 00°37'16" West along the East right-of-way line of Hawthorne Lane, 184.27 feet to the point of beginning; Thence continuing North 00°37'16" West along said East right-of-way line, 160.00 feet to the South line of Outlot 1 of Vistas at Greenwood Hills First Addition; Thence North 54°19'33" East along said South line, 40.31 feet; Thence South 00°37'16" East, 183.15 feet; Thence South 89°22'42" West, 33.00 feet to the point of beginning.

That the above described parcel of land contains 5,662 square feet or 0.130 acres, more or less.

b). Lots 2, 3, 4, 5 and 6 – storm water management.

i) The easterly 226.11 feet, of the northerly 10 feet, of Lot 2.

ii) The northerly 10 feet of Lots 3, 4 and 5

iii) The northwest corner of Lot 6.

More particularly described as follows:

Of part of Lot 6 of Vistas at Greenwood Hills First Addition located in part of the Southwest 1/4 of the Fractional Northwest 1/4 of Section 5, Township 28 North, Range 8 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Beginning at the Northwest corner of said Lot 6; Thence North 75°13'10" East along the North line of said Lot 6, 28.88 feet; Thence South 87°53'56" East along said North line, 73.71 feet; Thence South 64°21'54" West, 32.23 feet; Thence North 87°53'56" West, 60.17 feet; Thence South 75°13'10" West, 9.68 feet to the West line of said Lot 6; Thence North 17°39'44" West along said West line, 10.01 feet to the point of beginning.

That the above described parcel of land contains 1,197 square feet or 0.027 acres, more or less.

c) Lots 1 and 2 – Storm water management

A rip rapped drainage swale conveying runoff from Reserve Drive to the Outlot 1 basin.

More particularly described as follows:

Part of Lot 1 and Lot 2 of Vistas at Greenwood Hills First Addition located in part of the Southwest 1/4 of the Fractional Northwest 1/4 of Section 5, Township 28 North, Range 8 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southwest corner of said Lot 1; Thence North 00°37'16" West along the East right-of-way line of Hawthorne Lane, 344.27 feet to the North line of said Lot 1; Thence North 54°19'33" East along said North line, 278.63 feet to the point of beginning; Thence North 20°26'45" East along said North line, 30.82 feet; Thence South 82°49'01" East, 88.46 feet; Thence South 52°13'02" East, 95.16 feet; Thence South 73°12'31" East, 141.91 feet to the North right-of-way line of Reserve Drive and the beginning of a non-tangential curve to the left; Thence along said North right-of-way line, 47.83 feet along the arc of said curve, said curve having a radius of 200.00 feet, a central angle of 13°42'04" and a chord that bears South 67°49'54" West for a distance of 47.71 feet; Thence North 73°12'31" West, 110.37 feet; Thence North 52°13'02" West, 92.51 feet; Thence North 82°49'01" West, 87.32 feet to the point of beginning.

That the above described parcel of land contains 9,191 square feet or 0.211 acres, more or less.

d) Lot 8 – sewer, water and trail

i) The north and west 15 feet of Lot 8, abutting the Reserve Drive right of way, for sewer/water appurtenances.

ii) Trail – a 15-foot wide pedestrian trail, for public recreational purposes, along the west line of Lot 8.

More particularly described as follows:

Part of Lot 8 of Vistas at Greenwood Hills First Addition located in part of the Southwest 1/4 of the Fractional Northwest 1/4 of Section 5, Township 28 North, Range 8 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Beginning at the Southwest corner of said Lot 8; Thence North 00°25'20" West along the East right-of-way line of Reserve Drive, 224.08 feet to the beginning of a tangential curve to the right; Thence along said East right-of-way line, 99.23 feet along the arc of said curve, said curve having a radius of 140.00 feet, a central angle of 40°36'35" and a chord that bears North 19°52'58" East for a distance of 97.16 feet; Thence South 49°48'44" East, 15.00 feet to the beginning of a non-tangential curve to the left; Thence along said curve, 88.60 feet along the arc of said curve, said curve having a radius of 125.00 feet, a central angle of 40°36'36" and a chord that bears South 19°52'58" West for a distance of 86.75 feet; Thence South 00°25'20" East, 173.63 feet to the beginning of a tangential curve to the left; Thence along said curve, 55.29 feet along the arc of said curve, said curve having a radius of 35.00 feet, a central angle of 90°30'34" and a chord that bears South 45°40'37" East for a distance of 49.72 feet; Thence North 89°04'06" East, 105.05 feet; Thence South 00°55'54" East, 15.00 feet to the North right-of-way line of Osswald Road; Thence South 89°04'06" West along said North right-of-way line, 155.50 feet to the point of beginning.

That the above described parcel of land contains 7,144 square feet or 0.164 acres, more or less.

e) Green Vistas Drive - ingress/egress over the private road for City maintenance equipment and labor forces, between Reserve Drive and Osswald Lane. These easement rights, over the private road, shall terminate when the dedication of the private road to a public road is completed.

More particularly described as follows:

Part of Outlot 1 of Vistas at Greenwood Hills and part of the Third Addendum to Vistas at Greenwood Hills Condominium Plat located in part of the Southeast 1/4 of the Fractional Northwest 1/4 of Section 5, Township 28 North, Range 8 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northeast corner of Lot 7 of Vistas at Greenwood Hills First Addition; Thence South 23°19'17" East along the East line of said Lot 7 and the extension thereof, 171.13 feet to the point of beginning; Thence North 70°14'48" East, 72.24 feet to the beginning of a tangential curve to the right; Thence along said curve, 9.27 feet along the arc of said curve, said curve having a radius of 90.00 feet, a central angle of 05°53'58" and a chord that bears North 67°17'49" East for a distance of

9.26 feet to the beginning of a non-tangential curve to the right; Thence along said curve, 139.64 feet along the arc of said curve, said curve having a radius of 66.00 feet, a central angle of 121°13'12" and a chord that bears South 16°29'28" East for a distance of 115.01 feet to the East line of said Outlot 1 and the beginning of a tangential curve to the left; Thence along said East line, 77.26 feet along the arc of said curve, said curve having a radius of 85.00 feet, a central angle of 52°04'49" and a chord that bears South 18°04'44" West for a distance of 74.63 feet to the beginning of a tangential curve to the right; Thence along said East line, 69.12 feet along the arc of said curve, said curve having a radius of 140.52 feet, a central angle of 28°11'02" and a chord that bears South 06°07'50" West for a distance of 68.43 feet to the beginning of a tangential curve to the right; Thence along said East line, 381.91 feet along the arc of said curve, said curve having a radius of 1232.79 feet, a central angle of 17°44'59" and a chord that bears South 29°05'33" West for a distance of 380.38 feet to the beginning of a tangential curve to the left; Thence along said East line, 128.41 feet along the arc of said curve, said curve having a radius of 189.00 feet, a central angle of 38°55'33" and a chord that bears South 18°30'32" West for a distance of 125.95 feet to the North right-of-way line of Osswald Road; Thence South 89°05'01" West along said North right-of-way line, 42.00 feet to the beginning of a non-tangential curve to the right; Thence along said curve, 156.91 feet along the arc of said curve, said curve having a radius of 231.00 feet, a central angle of 38°55'08" and a chord that bears North 18°30'43" East for a distance of 153.91 feet to the beginning of a tangential curve to the left; Thence along said curve, 368.90 feet along the arc of said curve, said curve having a radius of 1190.79 feet, a central angle of 17°44'59" and a chord that bears North 29°05'33" East for a distance of 367.43 feet to the beginning of a tangential curve to the left; Thence along said curve, 48.46 feet along the arc of said curve, said curve having a radius of 98.52 feet, a central angle of 28°11'03" and a chord that bears North 06°07'49" East for a distance of 47.98 feet; Thence North 07°57'39" West along said curve, 35.22 feet to the beginning of a tangential curve to the left; Thence along said curve, 37.46 feet along the arc of said curve, said curve having a radius of 65.00 feet, a central angle of 33°01'04" and a chord that bears North 24°23'36" East for a distance of 36.94 feet; Thence North 37°05'26" West, 23.63 feet to the beginning of a tangential curve to the left; Thence along said curve, 19.30 feet along the arc of said curve, said curve having a radius of 29.00 feet, a central angle of 38°08'09" and a chord that bears North 56°09'31" West for a distance of 18.95 feet to the beginning of a tangential curve to the left; Thence along said curve, 45.27 feet along the arc of said curve, said curve having a radius of 78.00 feet, a central angle of 33°15'14" and a chord that bears South 88°11'08" West for a distance of 44.64 feet to the East line of said Vistas at Greenwood Hills First Addition; Thence North 19°18'59" West along said East line, 31.87 feet; Thence North 70°14'48" East along said East line, 68.87 feet; Thence North 23°19'17" West along said East line, 10.02 feet to the point of beginning;

That the above described parcel of land contains 42,201 square feet or 0.969 acres, more or less.

f) Access easement for stormwater maintenance equipment and labor from Outlot 1 Basin to the small basin / infiltration swale (north of Lots 2-6) .
More particularly described as follows:

3. Following any required work in any of the Easement Areas, the City shall restore the surface of the easement, as much as reasonably possible, to the condition existing prior to a disturbance. The City shall maintain its facilities within the easements in good repair so that no unreasonable damage will result to the adjacent land of the GRANTOR or his personal representatives, successors or assigns. The GRANTOR, his personal representatives, successors and assigns shall have the right to use and enjoy the above described premises providing that such use and/or enjoyment shall in no way interfere with or impair the City's right to operate,

repair, maintain and/or have access to its sewer, water, storm water, streets and/or pedestrian facilities, nor shall GRANTOR, his personal representatives, successors or assigns, interfere with or impair in any way the exercise of the rights herein granted to the City. The GRANTOR and GRANTOR's successors and assigns shall be prohibited from erecting any permanent structures or buildings on the perpetual easement areas. The City shall not be held responsible for any and all reasonable damage caused by the City to GRANTOR's property not allowed to be within the easement.

- 4. The agreement shall run with the land, encumbering the property encompassed by the municipal infrastructure easement areas in perpetuity, and shall be binding on and shall inure to the benefit of the parties hereto and to their respective successors and assigns. All rights of third-party mortgages, lien holders or any other holders of encumbrances shall be subordinate to these easements.

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

Vistas At Greenwood Hills Development Inc.

By: _____
James Wanserski, XXXX

Green Acres At Greenwood Hills LLC

By: _____
XXXXXXX, XXXX

Inc.

Vistas At Greenwood Hills Neighborhood Association

By: _____
XXXXXXX, XXXXX

City of Wausau:

By: _____
Katie Rosenberg, Mayor

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me the _____ day of _____, 2024, the above-named James Wanserski, to me known to be the President of Vistas At Greenwood Hills Development Inc. who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me the _____ day of _____, 2024, the above-named **XXXXXX**, to me known to be the **President** of Green Acres At Greenwood Hills LLC, who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me the _____ day of _____, 2024, the above-named **XXXXXX**, to me known to be the **President** of Vistas At Greenwood Hills Neighborhood Association **Inc.** , who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

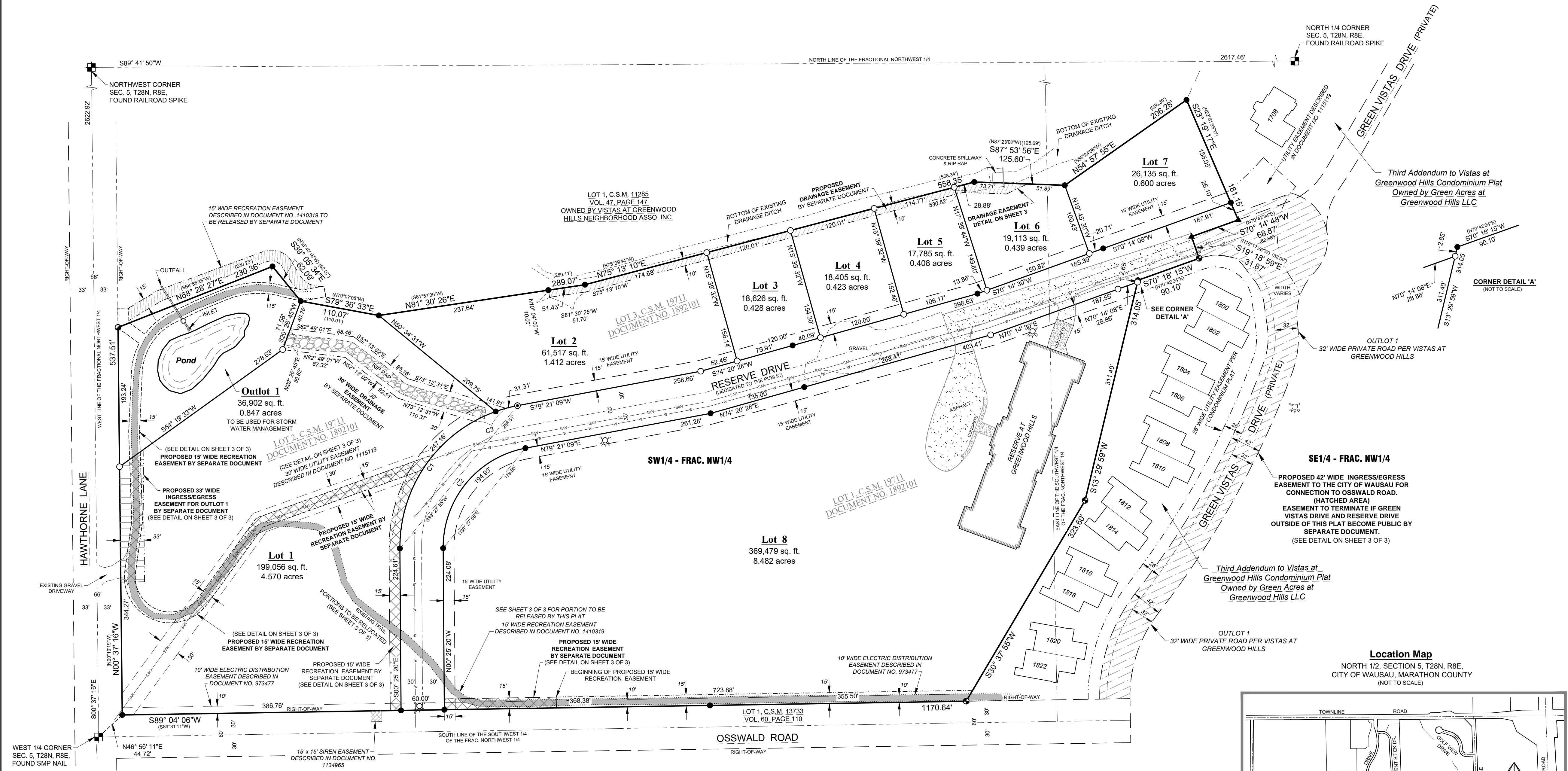
Personally, came before me the _____ day of _____, 2024, the above-named Katie Rosenberg, to me known to be the, Mayor of the City of Wausau who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires: _____

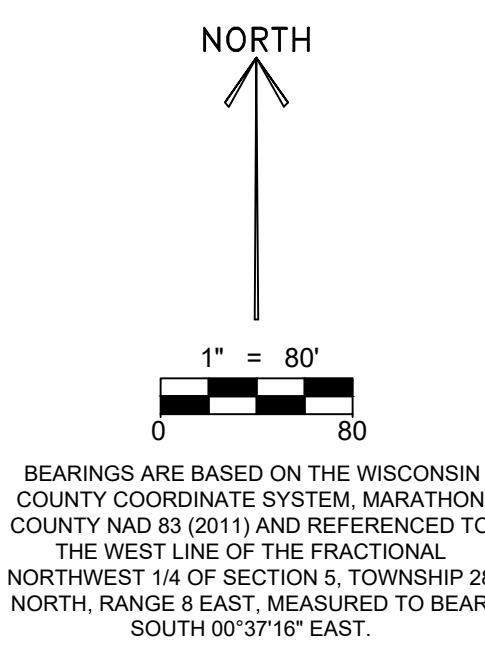
This instrument was drafted by Mark W. Thompson,
MTSLLC, 1699 Schofield Ave. STE 115, Schofield WI 54476.
2024-01-16

VISTAS AT GREENWOOD HILLS FIRST ADDITION

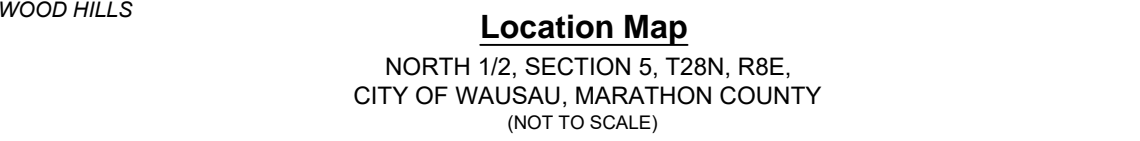
Of Lot 1, Lot 2 and Lot 3 of Certified Survey Map Number 19711 recorded as Document Number 1892101 located in part of the Southwest 1/4 of the Fractional Northwest 1/4 and part of the Southeast 1/4 of the Fractional Northwest 1/4 of Section 5, Township 28 North, Range 8 East, City of Wausau, Marathon County, Wisconsin.



CURVE TABLE							
CURVE	LOT NO.	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT BEARING OUT
C1	MAIN	278.47'	200.00'	79°46'29"	S39°27'55"W	256.51'	S79°21'09"W
	1	247.16'	200.00'	70°48'19"	S34°58'50"W	231.73'	S00°25'20"E
C2	MAIN	194.93'	140.00'	79°46'29"	N39°27'55"E	179.56'	N00°25'20"W
	2	31.31'	200.00'	08°58'10"	S74°52'04"W	31.28'	N79°21'09"E
30' WIDE DRAINAGE EASEMENT CURVE TABLE							
C3	MAIN	47.83'	200.00'	13°42'04"	S67°49'54"W	47.71'	S74°40'56"W
	2	15.01'	200.00'	04°17'56"	S72°31'58"W	15.00'	S60°58'52"W
C4	MAIN	32.82'	200.00'	09°24'08"	S65°40'56"W	32.78'	S60°58'52"W
	1	32.82'	200.00'	09°24'08"	S65°40'56"W	32.78'	S60°58'52"W



- LEGEND**
- SET 1-1/4" O.D. x 24" IRON PIPE WEIGHING 1.68 LBS/LIN. FT.
 - ⊙ SET 1-1/4" x 24" REBAR WEIGHING 4.303 LBS/LIN. FT.
 - FOUND 1" REBAR
 - FOUND 1-1/4" O.D. IRON PIPE
 - FOUND 3/4" IRON BAR
 - ▲ FOUND MAG NAIL
 - () - RECORDED BEARING/LENGTH
 - ⊕ - EXISTING HYDRANT
 - - EXISTING SANITARY SEWER
 - - EXISTING WATER MAIN
 - ▨ PROPOSED 15' WIDE RECREATION EASEMENT WITHIN EXISTING OR PROPOSED UTILITY & INGRESS/EGRESS EASEMENTS



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

REGISTER OF DEEDS
MARATHON COUNTY, WISCONSIN

Received for record this _____ day of _____, 20____ at _____ o'clock _____ m.

In Plat Cabinet No. _____ on page _____

Document Number _____

Register of Deeds

VISTAS AT GREENWOOD HILLS FIRST ADDITION

Of Lot 1, Lot 2 and Lot 3 of Certified Survey Map Number 19711 recorded as Document Number 1892101 located in part of the Southwest 1/4 of the Fractional Northwest 1/4 and part of the Southeast 1/4 of the Fractional Northwest 1/4 of Section 5, Township 28 North, Range 8 East, City of Wausau, Marathon County, Wisconsin.

Surveyor's Certificate:

I, Nathan J. Wincentsen, Professional Land Surveyor S-2539, do hereby certify that;

That at the direction of _____ and Vistas at Greenwood Hills Development Inc. as Owners, I have surveyed, mapped and divided Lot 1, Lot 2 and Lot 3 of Certified Survey Map Number 19711 recorded as Document Number 1892101 located in part of the Southwest 1/4 of the Fractional Northwest 1/4 and part of the Southeast 1/4 of the Fractional Northwest 1/4 of Section 5, Township 28 North, Range 8 East, City of Wausau, Marathon County, Wisconsin, the exterior boundaries of which are described as follows:

Commencing at the West 1/4 corner of said Section 5; Thence North 46°56'11" East, 44.72 feet to the intersection of the East right-of-way line of Hawthorne Lane and the South right-of-way line of Osswald Road which is the point of beginning; Thence North 00°37'16" West along said East right-of-way line, 537.51 feet to the North line of said Lot 2 of Certified Survey Map Number 19711; Thence North 68°28'27" East along said North line, 230.36 feet; Thence South 39°05'34" East along said North line, 62.09 feet; Thence South 79°36'33" East along said North line, 110.07 feet to the North line of said Lot 3; Thence North 81°30'26" East along said North line, 289.07 feet; Thence North 75°13'10" East along said North line, 558.35 feet; Thence South 87°53'56" East along said North line, 125.60 feet; Thence North 54°57'55" East along said North line, 206.28 feet to the East line of said Lot 3; Thence South 23°19'17" East along said East line and the East line of said Lot 1 of Certified Survey Map Number 19711, 181.15 feet; Thence South 70°14'48" West along said East line, 68.87 feet; Thence South 19°18'59" East along said East line, 31.87 feet; Thence South 70°18'15" West along said East line, 90.10 feet; Thence South 13°29'59" West along said East line, 314.05 feet; Thence South 30°37'55" West along said East line, 323.60 feet to the North right-of-way line of Osswald Road; Thence South 89°04'06" West along said North right-of-way line, 1170.64 feet to the point of beginning.

That the above described parcel of land contains 854,339 square feet or 19.613 acres, more or less;

That said parcel is subject to all easements, restrictions and right-of-ways of record including a 15' wide utility easement, a 10' wide electric distribution easement per Document Number 973477, a 15' wide recreation easement per Document Number 1410319 and a 30' wide utility easement per Document Number 1115119;

That I have fully complied with the provisions of Chapter 236 of the Statutes of Wisconsin and the subdivision regulations of the City of Wausau in Surveying, Dividing and Platting said parcel;

That said plat is a correct and representation of the exterior boundaries of the land surveyed and of the subdivision thereof made.

Dated this _____ day of _____, 20____.

Riverside Land Surveying, LLC
Nathan J. Wincentsen
WI P.L.S. S-2539

CITY FINANCE DIRECTOR CERTIFICATE

State of Wisconsin)
ss
Marathon County)

I, Maryanne Groat, being the duly appointed, qualified, and acting Financial Director of the City of Wausau, do hereby certify that the records in my office show no unpaid taxes or special assessments as of,

_____, 20____
affecting the lands included in the Plat of Vistas at Greenwood Hills First Addition

Dated this _____ day of _____, 20____

Maryanne Groat, Financial Director of the City of Wausau

COUNTY TREASURER'S CERTIFICATE

State of Wisconsin)
ss
Marathon County)

I, Connie Beyersdorff, being the duly elected, qualified, and acting Treasurer of the County of Marathon, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of,

_____, 20____
affecting the lands included in the Plat of Vistas at Greenwood Hills First Addition.

Dated this _____ day of _____, 20____

Connie Beyersdorff, Treasurer, Marathon County

COMMON COUNCIL APPROVAL CERTIFICATE:

Resolved, that the plat of Vistas at Greenwood Hills First Addition, _____ and Vistas at Greenwood Hills Development Inc., Owners, in the City of Wausau, is hereby approved by the Common Council of the City of Wausau. By the recording of this plat at the Marathon County Register of Deeds office, the City of Wausau hereby releases any and all rights to the 60' wide utility easement described in Document Number 1115119 and a portion of the 15' wide recreation easement described in Document Number 1410319 as shown hereon.

All conditions have been met as of the _____ day of _____, 20____

Date _____ Signed _____ Mayor

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Common Council of the City of Wausau.

Date: _____ Signed _____ Kaitlyn Bernarde, Wausau City Clerk

Owners Certificate of Dedication

Vistas at Greenwood Hills Development Inc., as owner, does hereby certify that we have caused the land described on this Plat to be surveyed, divided, mapped and dedicated as represented on this Plat. Vistas at Greenwood Hills Development Inc., also certify that this Plat is required by s.236.10 or 236.12 to be submitted to the following for approval:

City of Wausau
Wisconsin Department of Administration.

Witness the hand and seal of said owner this _____ day of _____, 20____.
in presence of:

James E. Wanserski - President and Managing Member

State of Wisconsin)
ss
Marathon County)

Personally came before me this _____ day of _____, 20____.
the above named James E. Wanserski, President and Managing Member of Vistas at Greenwood Hills Development Inc. to me known to be the same person who executed the foregoing instrument and acknowledged the same.

Notary Public _____ State of Wisconsin

MY COMMISSION EXPIRES _____.

Corporate Owner's Certificate

_____, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as Owner, does hereby certify that said _____, caused the land described on this Plat to be surveyed, divided, mapped and dedicated as represented on this Plat. _____, does further certify that this Plat is required by s.236.10 or s.236.12 to be submitted to the following for approval:

City of Wausau
Wisconsin Department of Administration.

in witness whereof, the said _____, has caused these presents to be signed by:

James E. Wanserski - President and Managing Member

this _____ day of _____, 20____

State of Wisconsin)
ss
Marathon County)

Personally came before me this _____ day of _____, 20____

The above named James E. Wanserski, President and Managing Member of the above named _____ to me know to be the person who executed the foregoing instrument, and acknowledge that they executed the foregoing instrument as such member as the deed of said _____, by its authority.

Notary Public _____ State of Wisconsin

My commission expires _____.

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas and communications service is hereby granted by: _____ and Vistas at Greenwood Hills Development Inc., Grantor, to

Wisconsin Public Service Corporation, a Wisconsin corporation, Grantee, Charter Communications, Grantee, Frontier Communications, Grantee and TDS Telecom, Grantee

their respective successors and assigns and any electric, natural gas and communications companies that would service the lots within Vistas at Greenwood Hills First Addition, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone, internet and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incidental to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of Grantees. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Utility Easement(s) are non-exclusive.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
Certified _____, 20____
Department of Administration

VISTAS AT GREENWOOD HILLS FIRST ADDITION

Of Lot 1, Lot 2 and Lot 3 of Certified Survey Map Number 19711 recorded as Document Number 1892101 located in part of the Southwest 1/4 of the Fractional Northwest 1/4 and part of the Southeast 1/4 of the Fractional Northwest 1/4 of Section 5, Township 28 North, Range 8 East, City of Wausau, Marathon County, Wisconsin.

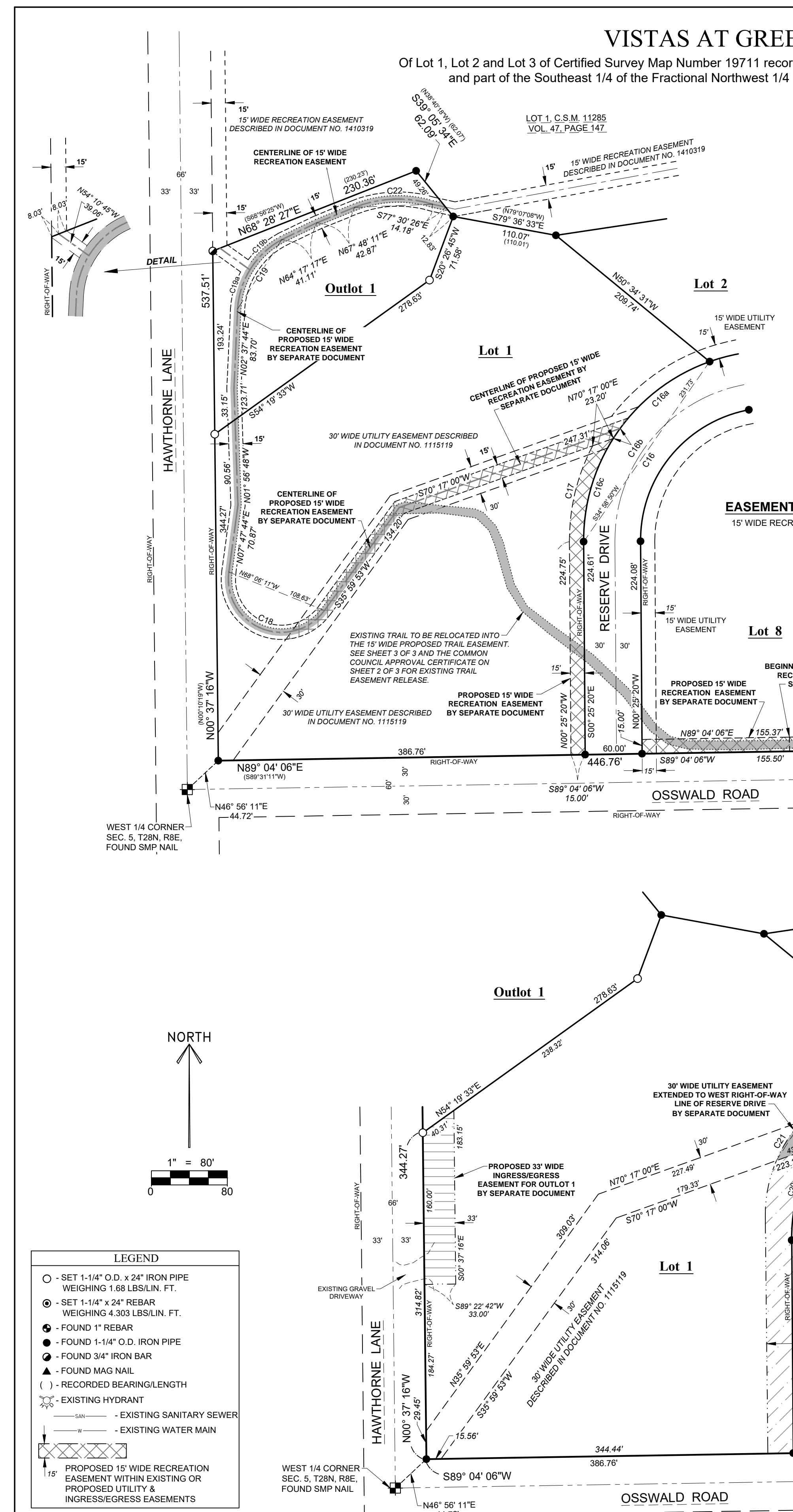
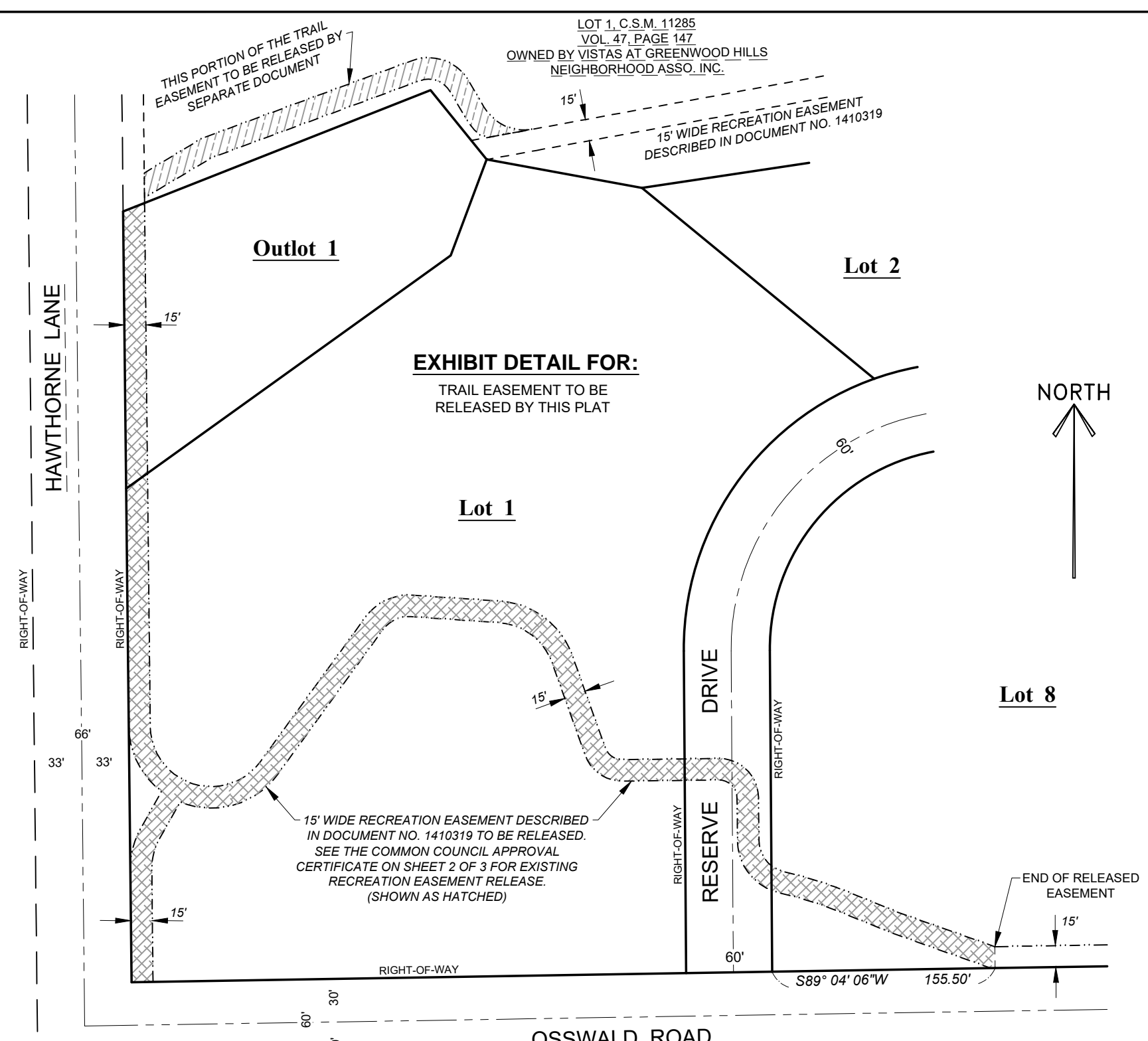
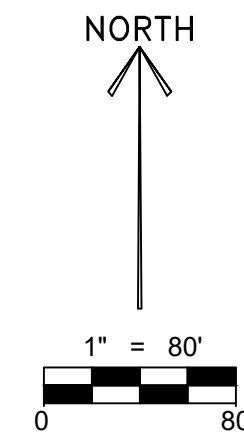
EASEMENT DETAILS FOR:

- PROPOSED 33' WIDE INGRESS/EGRESS EASEMENT FOR OUTLOT 1
- 60' WIDE UTILITY EASEMENT PER DOCUMENT NO. 1115119 (TO BE VACATED)
- 30' WIDE UTILITY EASEMENT PER DOCUMENT NO. 1115119
- CENTERLINE OF 15' WIDE RECREATION EASEMENT
- 30' WIDE UTILITY EASEMENT EXTENDED TO RESERVE DRIVE
- 30' WIDE DRAINAGE EASEMENT
- 15' WIDE RECREATION EASEMENT
- 42' WIDE INGRESS/EGRESS EASEMENT - GREEN VISTAS DRIVE
- DRAINAGE EASEMENT ON LOT 6
- TRAIL EASEMENT TO BE RELEASED BY THIS PLAT

CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT BEARING IN	TANGENT BEARING OUT
C16	247.16'	200.00'	70°48'20"	S34°58'50"W	231.73'	S70°23'00"W	S00°25'20"E
C16a	119.51'	200.00'	34°14'17"	S53°15'52"W	117.74'		
C16b	12.77'	200.00'	03°39'32"	S34°18'58"W	12.77'		
C16c	114.88'	200.00'	32°54'31"	S16°01'56"W	113.30'		
C17	105.14'	215.00'	28°01'04"	N13°35'12"E	104.09'	S27°35'44"W	S00°25'20"E
C18	148.36'	56.00'	151°47'52"	N68°08'11"W	108.63'	S35°59'53"W	N07°47'45"E
C19	90.43'	89.50'	57°53'39"	N32°28'55"E	86.64'	N03°30'05"E	N61°23'44"E
C19a	43.68'	89.50'	27°57'45"	N17°28'58"E	43.25'		
C19b	46.75'	89.50'	29°59'54"	N46°25'47"E	46.23'		
C22	83.79'	124.50'	38°33'42"	N87°38'33"E	82.22'	N68°21'41"E	S73°04'36"E

EASEMENT DETAIL FOR:

15' WIDE RECREATION EASEMENT



CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT BEARING IN	TANGENT BEARING OUT
C20	247.16'	200.00'	70°48'19"	S34°58'50"W	231.73'	S70°23'00"W	S00°25'20"E
C20a	89.31'	200.00'	25°39'10"	S57°35'25"W	88.57'		
C20b	54.77'	200.00'	15°41'24"	S36°57'08"W	54.80'		
C20c	103.08'	200.00'	29°31'45"	S14°20'33"W	101.94'		
C21	49.36'	147.11'	19°13'35"	N32°39'05"E	49.13'	N23°02'18"E	N42°15'53"E

CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT BEARING IN	TANGENT BEARING OUT
C4	9.27'	90.00'	05°53'58"	N67°17'49"E	9.26'	N70°14'48"E	N64°20'50"E
C5	139.64'	66.00'	121°13'12"	S16°29'28"E	115.01'	S77°06'04"E	S44°07'08"W
C6	77.26'	85.00'	52°04'49"	S18°04'44"W	74.63'	S44°07'08"W	S07°57'41"E
C7	69.12'	140.52'	28°11'02"	S06°07'50"W	68.43'	S07°57'41"E	S20°13'21"W
C8	381.91'	1232.79'	17°44'59"	S29°05'33"W	380.38'	S20°13'03"W	S37°58'03"W
C9	128.41'	189.00'	38°55'33"	S18°30'32"W	125.95'	S37°58'19"W	S00°57'14"E
C10	156.91'	231.00'	38°55'08"	N18°30'43"E	153.91'	N00°56'51"W	N37°58'18"E
C11	368.90'	1190.79'	17°44'59"	N29°05'33"E	367.43'	N37°58'02"E	N20°13'03"E
C12	48.48'	98.52'	28°11'03"	N06°07'49"E	47.98'	N20°13'21"E	N07°57'42"W
C13	37.46'	65.00'	33°01'04"	N24°23'36"W	36.94'	N07°53'04"W	N40°54'08"W
C14	19.30'	29.00'	38°08'09"	N56°09'31"W	18.95'	N37°05'26"W	N75°13'35"W
C15	45.27'	78.00'	33°15'14"	S88°11'08"W	44.84'	N75°11'15"W	S71°33'31"W

LINE #	BEARING	DISTANCE
L1	N70°14'48"E	72.24'
L2	N07°57'39"W	35.22'
L3	N37°05'26"W	23.63'

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____
Department of Administration

RESOLUTION OF THE FINANCE COMMITTEE

Approving alleged claim for recovery of unlawful tax – Leigh Yawkey Woodson Art Museum Inc. (601 N. 12th Street).

Committee Action: Failed 0-5

Fiscal Impact: None

File Number: 24-0326

Date Introduced: March 26, 2024

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, on January 30, 2024, Leigh Yawkey Woodson Art Museum filed a claim for recovery of an unlawful tax pursuant to Section 74.35, Wisconsin Statutes for the property at 601 N. 12th Street (PIN 291.2907.254.0347) and on January 29, 2024 timely paid the tax in full on which the claim is filed; and

WHEREAS, pursuant to said claim, Leigh Yawkey Woodson Art Museum is requesting a refund of \$17,493.20; and

WHEREAS, City staff has reviewed the claim and recommends that the claim be disallowed; and

WHEREAS, your Finance Committee, on March 12, 2024, considered the matter and recommends that the claim be disallowed.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the claim of Leigh Yawkey Woodson Art Museum filed with the city clerk on January 30, 2024, for unlawful tax on their real estate property located at 601 N. 12th Street (PIN 291.2907.254.0347) is hereby approved.

Approved:

Katie Rosenberg, Mayor

Claim for Recovery of Unlawful Tax (74.35)

REAL ESTATE PARCEL 291-2907-254-0347

601 N 12TH ST

THE LEIGH YAWKEY WOODSON ART MUSEUM INC

1. For the 2017 Roll, two parcels existed and were granted exemption by the Interim Assessor. This was done in error as the two parcels were vacant lots that were not necessary for the location and convenience of the main exempt building located at 700 N 12th St and the lots were not dedicated to the city as a public park.
2. On August 30, 2022, a building permit was issued to construct a new building on the two vacant lots.
3. On November 18, 2022, a parcel combination affidavit was recorded with Marathon County Register of Deeds combining parcels 291-2907-254-0247 and 291-2907-254-0333 into one parcel. The property USE changed with a parcel combination and by adding an improved to a previously vacant parcel. This property change shifts the property to taxable status and requires the property owner to file the State prescribe PR-230 exemption request form, to identify what the property is going to be used for and if the USE is exempt by statute.
4. On December 21, 2022, an exterior inspection was performed by the assessment department to discover the amount of new construction completed effective of January 1, 2023, the statutory lien date.
5. On April 19, 2023, a Notice of Changed Assessment was mailed to The Leigh Yawkey Woodson Art Museum Inc. indicating a change to the assessment from the previous year.

2022 Assessment (254-0247 & 0333)

Assessment: \$ 0

2023 Assessment (254-0347) New

Land	\$60,800
Improvement	<u>\$624,700</u>
Total	\$685,500

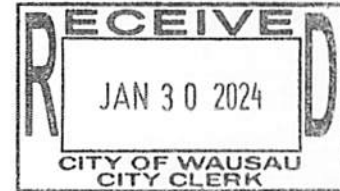
6. On January 30, 2023, a 2024 Claim for Recovery of Unlawful Tax was filed with the City Clerk, Kaitlyn Benarde. requesting forgiveness of the 2023 tax bill in the amount of \$17,493.20, as the assessor should have applied the "reading rule" interpretation from (*Family Hospital Nursing Home, Inc. v. City of Milwaukee, 78 Wis. 2d 312, 254 N.W. 2d 268*) court case. The "reading rule" does not apply to buildings under construction. (*FH Healthcare Development, Inc. v. City of Wauwatosa, 2004 WI App 182*).
7. No exemption request was filed requesting an exemption on the improved parcel. Wisconsin State Statute 70.109 declares, "*Exemptions under this chapter shall be strictly construed in every instance with a presumption that the property in question is taxable, and the burden of proof is on the person who claims the exemption.*"
8. Wisconsin State Statute 70.11; declares, "*If a property was exempt for the previous year and it's use, occupancy or ownership did not change in a way that makes it taxable and its owner, on or before March 1, files with the assessor where the property is located a form that the department of revenue prescribes and if the property did not exist in the previous year, files with the assessor of the taxation district where the property is located a form the department of revenue prescribes.*" It is clear the property did change, as it did not exist in the previous year which requires filing for exemption.
9. "...the party seeking the exemption bears the burden of proving that it falls within a statutory exemption" (*Columbus Park Housing Corp v. City of Kenosha, 2003 WI 143, 11, 267 Wis. 2d 59, 671 n.W.2d 633*), and "...must show that its construction of the statute is supported by clear evidence of legislative intent" (*Village of Lannon, 2003 WI App 7, 4, 259 Wis. 2d 879, 659 N.W.2d 95, affirmed, 2003 WI 150*).

The assessor recommends the Claim for Recovery of Unlawful Tax be disallowed, for failure to request an exemption as required by statute, as the property tax ID did not exist in the previous year and there was a USE change from vacant to improved.

Respectfully Submitted,
Rick Rubow - City Assessor
City of Wausau

January 30, 2024

Kaitlyn Bernarde
Clerk, City of Wausau
407 Grant Street
Wausau, WI 54403



cc: Rubow, Groat 2/1

On January 29, 2024, the Leigh Yawkey Woodson Art Museum, Inc., a 501(c)3 organization, paid a property tax bill of \$17,493.20 to the City of Wausau. As a non-profit organization offering free and accessible visual arts experiences to not only the people of Wausau, but also residents of Wisconsin and visitors from around the world since opening in 1976, the Leigh Yawkey Woodson Art Museum has been exempt from local, state, and federal taxes since its incorporation.

Late in 2023, the Museum received a property tax bill from the City of Wausau for the parcel at 601 N. 12th Street in Wausau. This property has been owned by the Museum – and exempt from property taxes – since the Museum purchased the land in 2016. At the time, there were two blighted structures on the land, each located on two separate parcels. The Museum razed those structures after purchasing the parcels and turned the land into a pocket park for the community. The move was met with acclaim from neighbors on 12th Street, 13th Street, and McClellan Street. The parcels continued to receive property tax exemptions from the City of Wausau in 2018, 2020, and 2022 as it remained a green space that was open to the public.

In 2022, the parcels were combined by the Museum and the City, in preparation for a long-planned improvement to be made on the property. The improvement is the Museum's "Glass Box Studio" a purpose-built art studio for visiting artists and large-scale hands-on art opportunities, furthering the Museum's mission to "enhance lives through art" through high-quality educational programs and exhibitions. The "Glass Box Studio" building project, started in September 2022 and completed in May 2023, met with overwhelming support from the Museum's neighbors, the Wausau City Council, the Community Foundation of North Central Wisconsin, and Wausau-area private foundations including the B.A. & Esther Greenheck Foundation, Dwight and Linda Davis Foundation, Dudley Foundation, and Scott and Mary Turner Foundation.

In April 2023, the City of Wausau Assessor re-assessed the property, as it existed on January 1, 2023, when the "Glass Box Studio" was still under construction. The City Assessor both interpreted the combination of the two parcels on the property at 601 N. 12th Street and the "vacant" nature of the property as a change to the property's use, and therefore revoked the Museum's tax exempt status for the property (which he directly stated in an email message to me

on January 16, 2024), even though the Glass Box Studio construction and the combination of the parcels were only made to further the Museum's non-profit mission and role as a visual arts and educational beacon in the Wausau community.

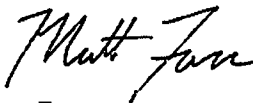
On behalf of the Museum, I believe the City Assessor should have applied a "Readying Rule" as part of his assessment. The Readying Rule states that, in interpreting the exemption statute (Wis. Stat. 70.11), assessors should consider that the property is being developed to further its exempt purpose and shouldn't necessarily remove the tax-exempt status simply because the property is not fully operational for that exempt purpose. This is the featured rule provided in the "Tax Exempt - Improvements Under Construction" section in the 2023 Wisconsin Property Assessment Manual (*Family Hospital Nursing Home, Inc. v. City of Milwaukee*, 78 Wis. 2d 312, 254 N.W.2d 268 (1977)). As the Assessment Manual states, that Wisconsin Supreme Court case stands for the rule that "if a property under construction is readying itself for exempt purposes and is not being used for other [ineligible] purposes, it may be reasonable to exempt such property...the assessor must not interpret the exemption so narrowly as to deny reasonable claims for exemption." This is in the Wisconsin Property Assessment Manual, section 20-8.

As an internationally known art museum, the Leigh Yawkey Woodson Art Museum is proud to call Wausau home and promote the city with the thousands of artists, museum colleagues, and art world professionals we deal with on an annual basis. You can't tell the story of the Museum without the support of the City of Wausau, nor can you tell the story of the City without mentioning the Museum and its impeccable reputation as a visual arts organization.

Therefore, as the Director of the Leigh Yawkey Woodson Art Museum, and Pursuant to Wisconsin Statute § 74.35, I am making an Unlawful Tax Claim for \$17,493.20 to the City of Wausau on behalf of the Museum. As stated above, the readying rule should be applied to this property, as the Glass Box Studio was actively under construction at the time of assessment, in furtherance of the Museum's non-profit mission. Therefore, the property should be considered exempt from taxation and the unlawful tax returned. We will personally serve the City of Wausau Clerk or deliver this letter to the person in charge of the Clerk's office, in conformance with Wis. Stat. 801.11(4)(a)(3).

We look forward to resolution of this issue and continuing the work we do for the community.

Sincerely,



Matt Foss

Director, Leigh Yawkey Woodson Art Museum

700 North 12th Street

Wausau, WI 54403

RESOLUTION OF THE FINANCE COMMITTEE

Approving alleged claim for recovery of unlawful tax – Green Acres at Greenwood Hills, LLC (3115 Townline Road and private road at Green Acres).

Committee Action: Failed 0-5

Fiscal Impact: None

File Number: 24-0327

Date Introduced: March 26, 2024

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, on January 31, 2024, Green Acres at Greenwood Hills, LLC filed a claim for recovery of an unlawful tax pursuant to Section 74.35, Wisconsin Statutes for the property at 601 N. 12th Street (PIN 291.2907.254.0347) and on January 29, 2024, timely paid the tax in full on which the claim is filed; and

WHEREAS, pursuant to said claim, Green Acres at Greenwood Hills, LLC is requesting a refund of \$9,422.93; and

WHEREAS, City staff has reviewed the claim and recommends that the claim be disallowed; and

WHEREAS, your Finance Committee, on March 12, 2024, considered the matter and recommends that the claim be disallowed.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the claim of Green Acres at Greenwood Hills, LLC filed with the city clerk on January 31, 2024, for unlawful tax on their real estate property located at 3115 Townline Road and private road at Green Acres (PIN 291.2808.052.0142 and 291.2808.052.0144) is hereby approved.

Approved:

Katie Rosenberg, Mayor

Claim for Recovery of Unlawful Tax (74.35)

REAL ESTATE PARCEL 291-2808-052-0142 & 291-2808-052-0144

3115 TOWNLIN RD

AND

PRIVATE ROAD AT GREEN ACRES

GREEN ACRES AT GREENWOOD HILLS LLC

1. In December 2022, the Assessment Department was made aware of property that was not owned by the city through an internal staff meeting at which the terms of the original Agreement between the City of Wausau, Wausau Water Works, and Greenwood Hills Subdivision, made May 12, 2005, were reviewed. It was discovered that property was not conveyed to and accepted by the City of Wausau. Making the gate house on parcel (2808-052-0142) and the private roads on parcel (2808-052-0144) taxable and not legally owned by the city.
2. On January 18, 2023, a county lister created out lot parcel 2808-052-0144 for the private roads of Bent Stick Dr and part of Green Vistas Dr for the 2023 assessment roll. The gate house was assessed to the common element parcel 2808-052-0142 for the Green Acres condominium parcel.
3. On April 19, 2023, all Notice of Changed Assessments were mailed indicating an assessment for Green Acres at Greenwood Hills LLC as follows.

	<u>2023 Assessment (052-0142)</u>	<u>2023 Assessment (052-0144)</u>
Land	\$0	\$324,500
Improvement	<u>\$26,700</u>	<u>\$ 48,000</u>
Total	\$ 26,700	\$ 372,500

4. On April 19, 2023, Omitted Change in Assessment Notices were also mailed to the owner for the assessment years of 2022 and 2021, as allowed by statute. Wisconsin Statutes 70.44 (1), *Assessment; property omitted. "Real or personal property omitted from assessment in any of the 2 next previous years, unless previously reassessed for the same year or years, shall be entered once additionally for each previous year of such omission, designation each such additional entry as omitted for the year of omission and affixing a just valuation to each entry for a former year as the same should then have been assessed according to the assessor's best judgment, and taxes shall be apportioned, using the net tax rate as provided in s. 70.43, and collection on the tax roll for such entry.."*
5. On January 30, 2024, a 2023 Claim for Recovery of Unlawful Tax was filed with the City Clerk, Kaitlyn Bernarde. Requesting a refund of \$9,422.93, stating Green Acres does not own the property and is not responsible for paying property taxes, claiming the property is owned by the city.
6. Wisconsin State Statute 70.109 - Presumption of Taxability declares, "Exemptions under this chapter shall be strictly construed in every instance with a presumption that the property in question is taxable, and the burden of proof is on the person who claims the exemption."

The assessor recommends the Claim for Recovery of Unlawful Tax to be disallowed, for failure to prove their claim that the property assessed was conveyed to the City of Wausau and the City of Wausau holds title.

Respectfully Submitted,

Rick Rubow - City Assessor
City of Wausau



City of Wausau, Marathon County
2023 Notice of Changed Assessment
THIS IS NOT A TAX BILL

04/19/2023

Under state law (Sec. 70.365, Wis. Stats.), your property assessment for the current year is listed below.

Property Owner

GREEN ACRES AT GREENWOOD HILLS LLC
 ATTN JAMES E WANSERSKI
 1809 GREEN VISTAS DR
 WAUSAU, WI 54403

Parcel Information

Parcel no: 291 2808 052 0144
 Address:
 Legal Description: VISTAS AT GREENWOOD
 HILLS SUBDIV OUTLOT 1

General Information

Open Book 9:00 AM - 4:00 PM. MAY 1st & 2nd, 2023 in the Wausau Assessment Department
Board of Review 9:00 AM - 11:00 AM. on MAY 10, 2023 in the Wausau Council Chambers
Meeting Location Wausau City Hall (Council Chambers)
 407 Grant St,
 Wausau ,WI 54403

Contact Information

Assessor - Rick Rubow
 For Appointments call: 715-261-6600 or complete an appointment request form online:
www.ci.wausau.wi.us/Departments/Assessme nt/PreAppointmentQuestionnaire.aspx
Municipal Clerk - Kaitlyn Benarde
 715-261-6622

Assessment Information

State law (sec.70.32, Wis. Stats.) requires the assessment of taxable property (except agricultural, agricultural forest and undeveloped) at full value as of January 1 each year. Assessments at a percentage of full value are acceptable when applied uniformly. To determine if your assessment is fair, you must analyze it in relation to full value. This is done by dividing your assessment by the general level of assessment for your municipality.

Under state law, generally, the assessor may not change the assessment of property based solely on the recent arm's length sale of the property without adjusting the assessed value of comparable properties in the same market area. For information on the assessment of properties that have recently sold, visit the Wisconsin Department of Revenue website <https://www.revenue.wi.gov/Pages/ERETR/data-home.aspx>

Year	Assessment Change General Property			PFC / MFL
	Land	Improvement	Total	Bldgs. on Leased Land
2022	\$ 0	\$ 0	\$ 0	\$
2023	\$ 324,500	\$ 48,000	\$ 372,500	\$
Total Assessment Change			\$ 372,500	\$
Reason for change(s)				
160	+ Market Adjustment			
Preliminary General Level of Assessment		83%		
Note: If an Agricultural Land Conversion Charge Form PR - 298 is enclosed, you must pay a conversion charge under state law (sec. 74.485, Wis. Stats.).				

To Appeal Your Assessment

First, discuss with your local assessor - questions can often be answered by the assessor and not require an appeal to Board of Review (BOR).

To file a formal appeal - give notice of your intent to appeal by contacting the BOR clerk at least 48 hours before the BOR begins. Complete and file your appeal form with the BOR clerk no later than the first two hours of the BOR's first meeting. Make sure you file a completed form or the BOR may not review your appeal.

For more information on the appeal process:

- Contact your municipal clerk listed above
- Review the "Guide for Property Owners" (<https://www.revenue.wi.gov/Pages/HTML/govpub.aspx>). Contact DOR for a paper copy at bapdor@wisconsin.gov or (608) 266-7750.



**City of Wausau, Marathon County
2023 Notice of Changed Assessment for
Omitted Years of 2021 and 2022**

THIS IS NOT A TAX BILL

Under state law (Sec. 70.365, Wis. Stats.), your property assessment for the current year is listed below.

Property owner	Parcel information
<p>GREEN ACRES AT GREENWOOD HILLS LLC ATTN JAMES E WANSERSKI 1809 GREEN VISTAS DR WAUSAU, WI 54403</p>	<p>Date: APRIL 19, 2023 Parcel #: 291-2808-052-0144 Address: Private Roads, Green Vista Dr and Bent Stick Dr</p>

General information	Contact information
<p>Open Book: 9:00 a.m. – 4:00 p.m. on May 1–2, 2023 City Hall, Assessment Dept. 1st Floor</p> <p>Board of Review: 9:00 a.m. on May 10, 2023 City Hall, Council Chambers 1st Floor</p> <p>Meeting Location: Wausau City Hall 407 Grant Street Wausau, WI 54403</p>	<p>Assessor – Richard L. Rubow For Appointments call: 715-261-6600 or complete an appointment request form online: www.ci.wausau.wi.us/Departments/Assessment/PreAppointmentQuestionnaire.aspx</p> <p>Municipal Clerk – Kaitlyn Benarde 715-261-6620</p>

Omitted Property Assessment			
Year	Omitted Real Property		
Omitted	Land	Improved	Total
2021	324,500	48,000	\$372,500
2022	324,500	48,000	\$372,500
Change Reasons	Property was Omitted from Rolls		
Level of Assessment	90%		
Note: If an Agricultural Land Conversion Charge Form PR-298 is enclosed, you must pay a conversion charge under state law (sec. 74.485, Wis. Stats.).			

Assessment information

In 2022 we were made aware of real property which was omitted from the previous year(s) assessment roll(s). The Wisconsin Statutes require the assessor to assess any of the two previous years omitted property. We will be placing the omitted real property value for the year(s) indicated below onto the 2023 Assessment Roll.

Wisconsin Statutes 70.44 (1) Assessment; property omitted. (1) Real or personal property omitted from assessment in any of the 2 next previous years, unless previously reassessed for the same year or years, shall be entered once additionally for each previous year of such omission, designating each such additional entry as omitted for the year of omission and affixing a just valuation to each entry for a former year as the same should then have been assessed according to the assessor's best judgment, and taxes shall be apportioned, using the net tax rate as provided in s. 70.43, and collected on the tax roll for such entry...

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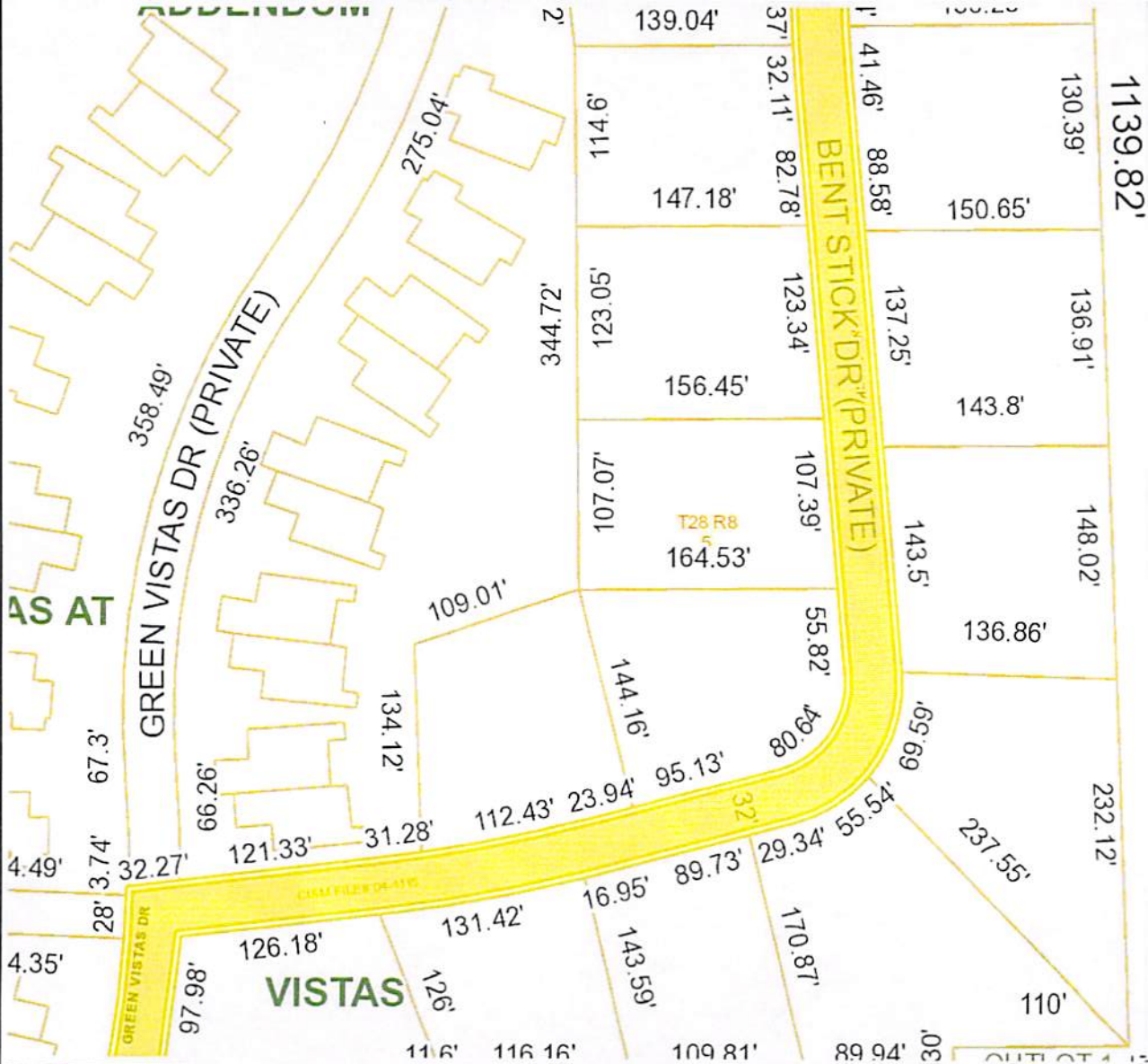
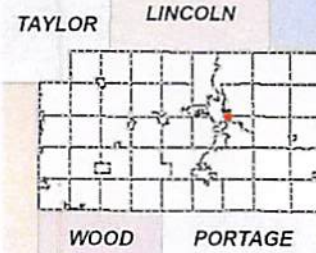
To file a formal appeal – complete and file your appeal form with the Municipal Clerk as listed above - at least 48 hours before the Board of Review's (BOR) first meeting on May 10, 2023 at 9:00 a.m. Make sure you file a completed form or the BOR may not review your appeal.

For more information on the appeal process:

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 - » Visit revenue.wi.gov and search keyword "Assessment Appeal"
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Land Information Mapping System



Legend

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



52.25 0 52.25 Feet



NAD_1983_HARN_WISCRS_Marathon_County_Feet

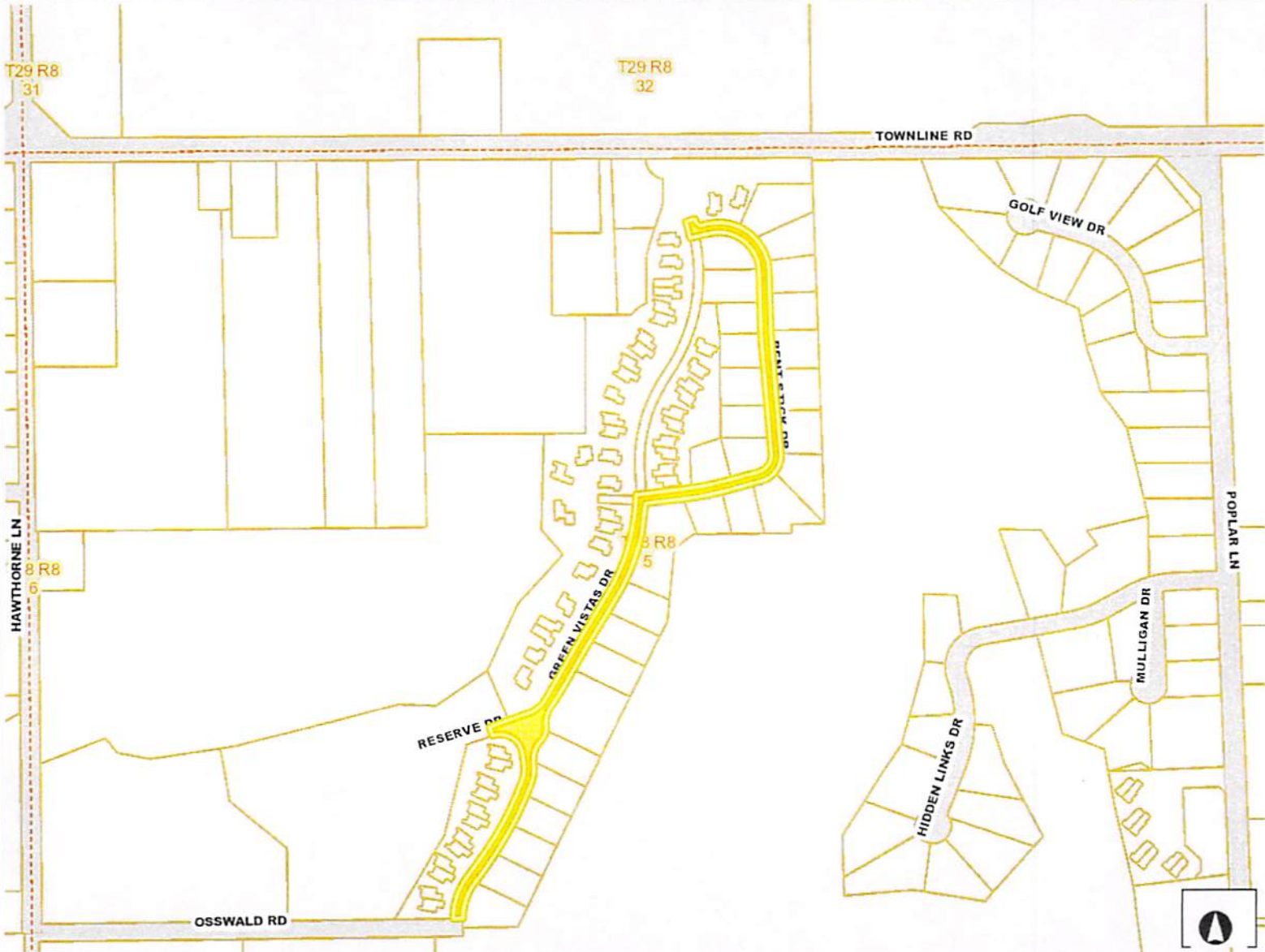
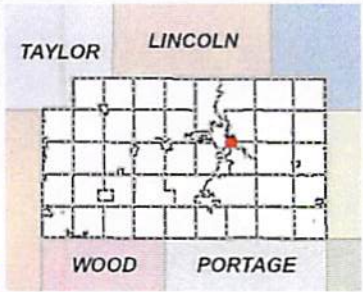
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



Land Information Mapping System



Legend

- Road Names
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Notes

250.00 0 250.00 Feet



NAD_1983_HARN_WISCRS_Marathon_County_Feet

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City of Wausau, Marathon County
2023 Notice of Changed Assessment
THIS IS NOT A TAX BILL

04/19/2023

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Property Owner

GREEN ACRES AT GREENWOOD HILLS LLC
 1809 GREEN VISTAS DR
 WAUSAU, WI 54403

Parcel Information

Parcel no: 291 2808 052 0142
 Address: 3115 TOWNLINE RD
 Legal Description: SECOND ADDENDUM TO
 VISTAS
 AT GREENWOOD HILLS

General Information

Open Book 9:00 AM - 4:00 PM. MAY 1st & 2nd, 2023 in the Wausau Assessment Department
Board of Review 9:00 AM - 11:00 AM. on MAY 10, 2023 in the Wausau Council Chambers
Meeting Location Wausau City Hall (Council Chambers)
 407 Grant St,
 Wausau, WI 54403

Contact Information

Assessor - Rick Rubow
 For Appointments call: 715-261-6600 or complete an appointment request form online:
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Municipal Clerk - Kaitlyn Benarde
 715-261-6622

Assessment Information

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		Assessment Change General Property			PFC / MFL
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2023	\$ 0	\$ 26,700	\$ 26,700	\$	
Total Assessment Change			\$ 26,700	\$	
Reason for change(s)					
160	+ Market Adjustment				
Preliminary General Level of Assessment		83%			
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2023 Notice of Changed Assessment for
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Property owner	Parcel information
-----------------------	---------------------------

**GREEN ACRES AT GREENWOOD HILLS
ATTN: JAMES WANSERSKI
1809 GREEN VISTAS DR
WAUSAU, WI 54403**

Date: APRIL 19, 2023
Parcel #: 291-2808-052-0142
Address: 3115 TOWNLINE RD – GATE HOUSE

General information	Contact information
----------------------------	----------------------------

Open Book: 9:00 a.m. – 4:00 p.m. on May 1–2, 2023
City Hall, Assessment Dept. 1st Floor

Board of Review: 9:00 a.m. on May 10, 2023
City Hall, Council Chambers 1st Floor

Meeting Location: Wausau City Hall
407 Grant Street
Wausau, WI 54403

Assessor – Richard L. Rubow
For Appointments call: 715-261-6600 or complete
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Municipal Clerk – Kaitlyn Benarde
715-261-6620

Omitted Property Assessment

Year	Omitted Real Property		
	Land	Improved	Total
2021	0	26,700	\$26,700
2022	0	26,700	\$26,700
Change Reasons		Property was Omitted from Rolls	
Level of Assessment		90%	
Note: If an Agricultural Land Conversion Charge Form PR-298 is enclosed, you must pay a conversion charge under state law (sec. 74.485, Wis. Stats.).			

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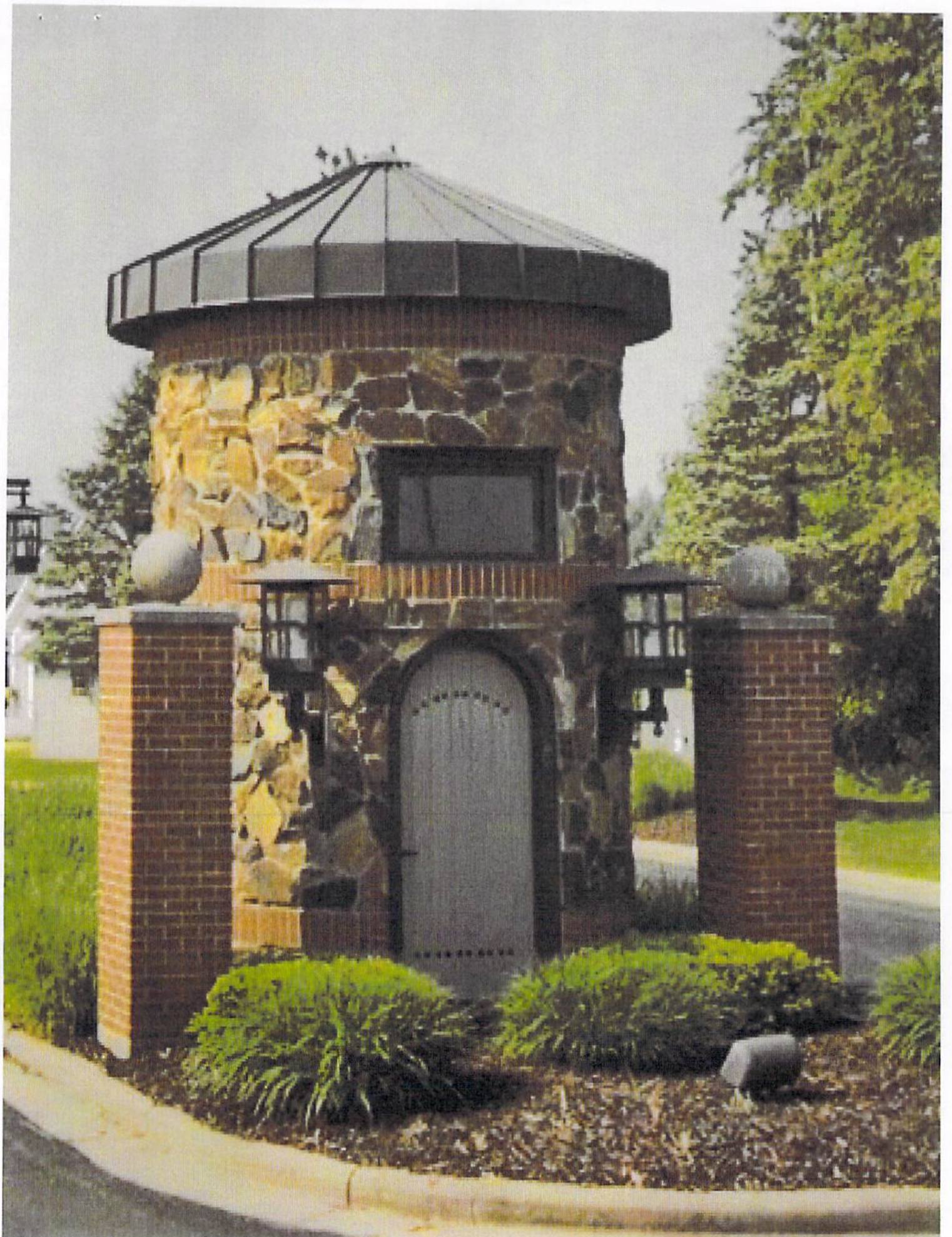
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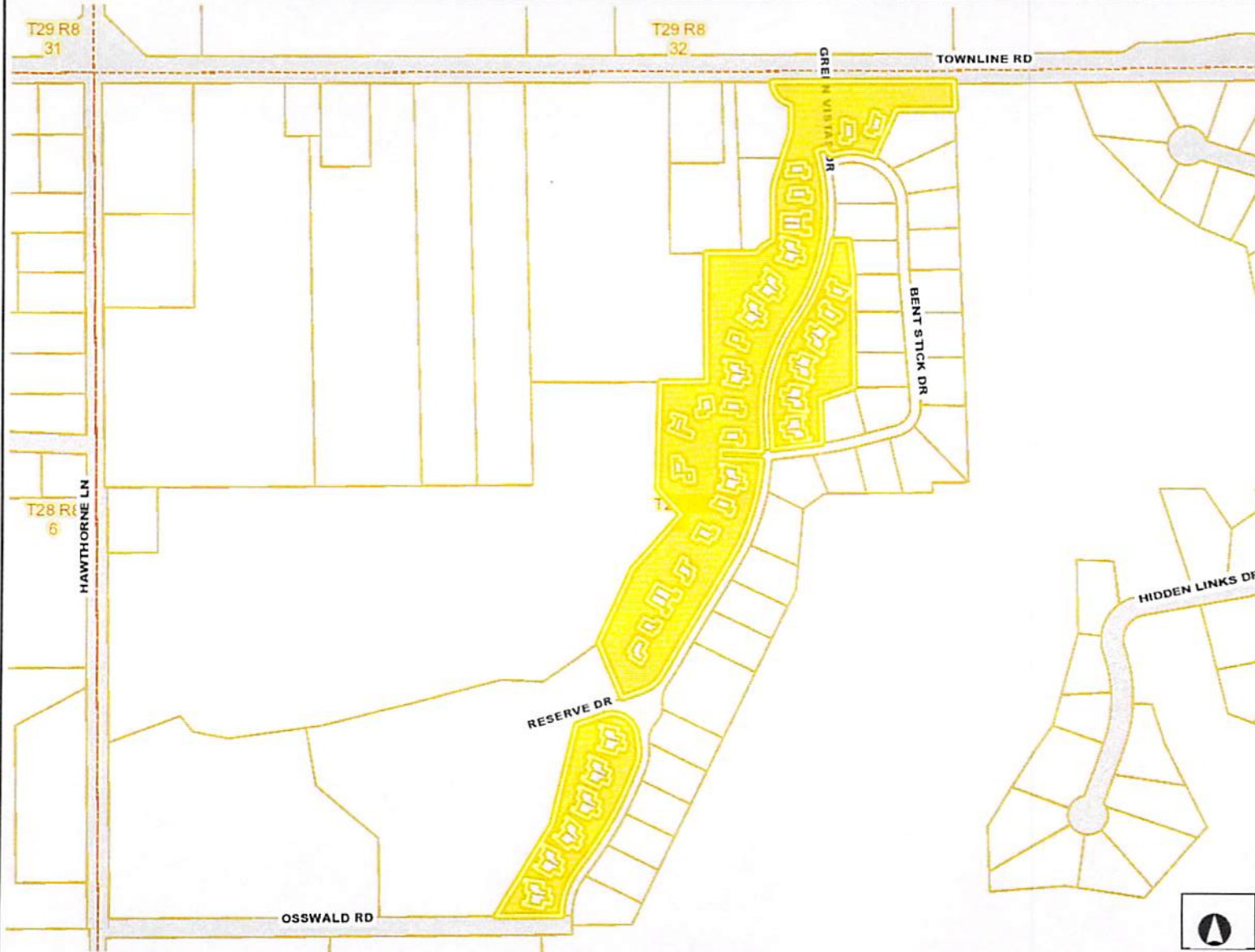
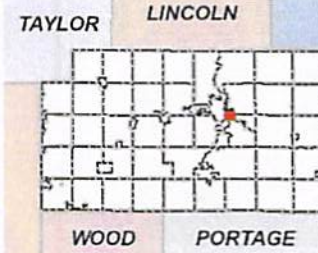
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Land Information Mapping System



Legend

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227.46 0 227.46 Feet

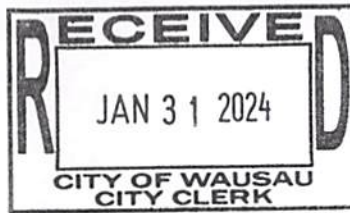


NAD_1983_HARN_WISCRS_Marathon_County_Feet

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Notes



Ruder Ware, L.L.S.C.
130 N Adams Street
Green Bay, WI 54301

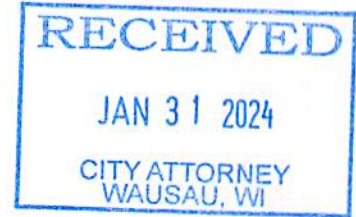
Tel 920.435.9393
Fax 920.435.8866
jsundell@ruderware.com
www.ruderware.com



January 30, 2024

VIA PERSONAL DELIVERY

City of Wausau, State of Wisconsin
Attn: Kaitlyn Bernarde
407 Grant Street
Wausau, WI 54403



Re: Notice of Claim for Recovery of Unlawful Taxes

Dear Mrs. Bernarde:

We represent Green Acres at Greenwood Hills, LLC, a Wisconsin limited liability company having an address of 1809 Green Vistas Dr, Wausau, WI 54403 (the "Green Acres") concerning Parcels 291-2808-052-0142 and 291-2808-052-0144 (collectively, the "Property").

The City of Wausau (the "City") issued 2023 property tax bills totaling \$9,422.93 for the Property. See attached Exhibit A containing the tax bills and a cover letter protesting the tax.

These tax bills were made in error. The Property is owned by the City. See Exhibit B, a September 2010 letter from the City to Green Acres acknowledging the Property's dedication. See also Exhibit C, November 2013 letters seeking partial mortgage releases for the Property because the Property had become "city-owned property."

Sending Green Acres a tax bill is odd twice over. First, Green Acres does not own the Property, so it is not responsible for paying the Property's real-estate tax bill. Second, the City owns the Property, so it is exempt from taxation. Thus, there should be no tax bill at all.

Pursuant to Section 74.33(1)(c), please refund Green Acres in the amount of \$9,422.93.

Very truly yours,

RUDER WARE

Jordan C. Sundell

Enclosures

1/31/24, 2:15P
Charlie Knapp

Green Acres at Greenwood Hills, LLC
1809 Green Vistas Drive
Wausau, Wisconsin, 54403
715-432-5258
jameswanserski@gmail.com

December 31, 2023

Emily Ley, Assistant Finance Director
City of Wausau
407 Grant Street
Wausau, WI 54403

Subject: Payment Under Protest-Parcel 291-2808-052-0142 and Parcel 291-2808-052-0144

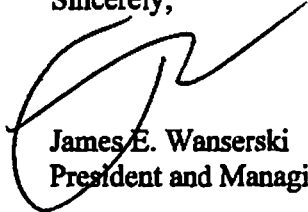
Please find enclosed a check for \$9,422.93 in payment for Parcel 291-2808-052-0142 and Parcel 291-2808-052-0144.

Please be advised that we are making this payment of \$9,422.93 to the City under protest. We do not believe that we owe this amount, but we are making the payment to avoid any late fees or penalties.

This payment does not constitute an admission of liability or a waiver of any rights. We expressly reserve all of our legal rights to dispute the amount owed, including any rights arising from or related to that Notice of Circumstances Giving Rise to Claim and Notice of Claim dated August 8, 2023 from us to the City.

Please acknowledge receipt of this payment and confirm that it is being accepted under protest.

Sincerely,



James E. Wanserski
President and Managing Member

Cc: Jordan Sundell via email @ Jsundell@ruderware.com

EXHIBIT A

REAL ESTATE

STATE OF WISCONSIN
PROPERTY TAX BILL FOR 2023
CITY OF WAUSAU
MARATHON COUNTY

Bill No. 412126

IMPORTANT: Correspondence should refer to tax number
See reverse side for Important Information
Be sure this description covers your property. This description is for
property tax bill only and may not be a full legal description.

291-2808-052-0144

GREEN ACRES AT GREENWOOD HILLS LLC

VISTAS AT GREENWOOD HILLS SUBDIV - OUTLOT 1
2.4820 ACRES

GREEN ACRES AT GREENWOOD HILLS LLC
ATTN: JAMES E WANSERSKI
1809 GREEN VISTAS DR
WAUSAU 54403



Assessed Value Land 324,500	Ass'd. Value Improvements 48,000	Total Assessed Value 372,500	Ave. Assmt. Ratio 83.41%		Net Assessed Value Rate (Does NOT reflect Credits) 0.02393884	
Est. Fair Mkt. Land 389,000	Est. Fair Mkt. Improvements 57,500	Total Est. Fair Mkt. 446,500	A Star in This Box Means Unpaid Prior Year Taxes		School taxes reduced by school levy tax credit 728.21	
Taxing Jurisdiction		2022	2023	2022	2023	% Tax Change
		Est. State Aids Allocated Tax District	Est. State Aids Allocated Tax District	Net Tax	Net Tax	
MARATHON COUNTY		2,119,478	2,389,677		1,790.47	
CITY OF WAUSAU		7,989,947	9,213,597		4,045.69	
DC EVEREST SCHOOL		2,932,305	3,111,343		2,582.89	
NORTHCENTRAL TECH		3,633,779	3,614,176		498.17	
Total		16,675,509	18,328,793	0.00	8,917.22	100.0%
			First Dollar Credit	0.00	66.73	100.0%
			Lottery & Gaming Credit	0.00	0.00	0.0%
			Net Property Tax		8,850.49	100.0%

Make Check Payable To:

CITY OF WAUSAU
PO BOX 78510
MILWAUKEE WI 53278-8510

Full Payment Due On or Before January 31, 2024

\$8,850.49

Or pay the following instalments

1/31/2024	2,950.49
4/30/2024	2,950.00
7/31/2024	2,950.00

Net Property Tax

8,850.49

FOR INFORMATIONAL PURPOSES ONLY - Voter-Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied To Property	Year Increase Ends
DC EVEREST SCHOOL	\$549,867.67	1,292.33	2038

TOTAL DUE FOR FULL PAYMENT

JANUARY 31, 2024

\$8,850.49

Warning: If not paid by due dates, installment option is lost
and total tax is delinquent subject to interest and, if applicable,
penalty. Failure to pay on time. See reverse.

GREEN ACRES AT GREENWOOD HILLS LLC
ATTN: JAMES E WANSERSKI
1809 GREEN VISTAS DR
WAUSAU 54403

REAL ESTATE

STATE OF WISCONSIN
PROPERTY TAX BILL FOR 2023
CITY OF WAUSAU
MARATHON COUNTY

Bill No. 398787

IMPORTANT: Correspondence should refer to tax number
See reverse side for Important Information
Be sure this description covers your property. This description is for
property tax bill only and may not be a full legal description.

291-2808-052-0142

GREEN ACRES AT GREENWOOD HILLS LLC
3115 TOWNLINE RD
SECOND ADDENDUM TO VISTAS AT GREENWOOD
HILLS CONDOMINIUM PLAT COMMON ELEMENT

GREEN ACRES AT GREENWOOD HILLS LLC
ATTN JAMES E WANSERSKI
1809 GREEN VISTAS DR
WAUSAU WI 54403



Assessed Value Land	Ass'd. Value Improvements	Total Assessed Value	Ave. Assmt. Ratio		Net Assessed Value Rate (Does NOT reflect Credits)
	26,700	26,700	83.41%		0.02393884
Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	A Star in This Box Means Unpaid Prior Year Taxes		School taxes reduced by school levy tax credit
	32,000	32,000			52.20
Taxing Jurisdiction	2022	2023	2022	2023	% Tax Change
	Est. State Aids Allocated Tax District	Est. State Aids Allocated Tax District	Net Tax	Net Tax	
MARATHON COUNTY	2,119,478	2,389,677	0.00	128.34	
CITY OF WAUSAU	7,989,947	9,213,597	0.00	289.99	
DC EVEREST SCHOOL	2,932,305	3,111,343	0.00	185.13	
NORTHCENTRAL TECH	3,633,779	3,614,176	0.00	35.71	
Total	16,675,509	18,328,793	0.00	639.17	100.0%
		First Dollar Credit	0.00	66.73	100.0%
		Lottery & Gaming Credit	0.00	0.00	0.0%
		Net Property Tax	0.00	572.44	100.0%

Make Check Payable To:
CITY OF WAUSAU
PO BOX 78510
MILWAUKEE WI 53278-8510

Full Payment Due On or Before January 31, 2024	
\$572.44	
Or pay the following Instalments	
1/31/2024	192.44
4/30/2024	190.00
7/31/2024	190.00

Net Property Tax 572.44

FOR INFORMATIONAL PURPOSES ONLY - Voter-Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied To Property	Year Increase Ends
DC EVEREST SCHOOL	\$549,867.67	92.63	2038

TOTAL DUE FOR FULL PAYMENT

JANUARY 31, 2024

\$572.44

Warning: If not paid by due dates, installment option is lost
and total tax is delinquent subject to interest and, if applicable,
penalty. **Failure to pay on time. See reverse.**

GREEN ACRES AT GREENWOOD HILLS LLC
ATTN JAMES E WANSERSKI
1809 GREEN VISTAS DR
WAUSAU WI 54403

Department of Public Works



Bradley J. Marquardt, P.E.
Director of Public Works & Utilities

September 28, 2010

Mr. James Wanserski
Green Acres at Greenwood Hills LLC
3102 Windflower Lane
Wausau, WI 54401

Dear Mr. Wanserski:

Following are the items I can think of that should be clarified in an addendum to the developer's agreement that was originally signed:

1. The City of Wausau, as approved by the Common Council on August 10, 2010, has accepted the streets as public right-of-way. In short, this means the City of Wausau will be responsible for all aspects of the street, including maintenance, repair, reconstruction and snow plowing. The right-of-way is based on the outside edge of the concrete edging.
2. The City of Wausau also accepted the existing street lighting system from Vistas at Greenwood Hills. In short, this means the City will maintain and replace anything associated with the street lights and will pay both electrical bills.
3. The existing ditches are outside of the right-of-way and will remain as private property. Property owners will be responsible for maintaining this area, including grass mowing and keeping the ditch area unobstructed for storm drainage. Culvert pipes across driveways remain the responsibility of the property owner.
4. The storm sewer pipes crossing the streets from ditch to ditch will be the responsibility of the City of Wausau, provided it is understood that the City of Wausau has the right to enter onto private property for the maintenance and/or replacement of these storm sewer pipes where they extend past the street.
5. Vistas at Greenwood Hills will be responsible for all planting material in the islands including planting, maintaining and removing.
6. Vistas at Greenwood Hills' property owners will install mailboxes such that they are not across from any islands/medians located within the street.
7. Due to the lack of a true curb and gutter, there is no true definition to the edge of the concrete border. This can be problematic with plowing snow until a snow bank is formed to help delineate the street edge. Because of this, the property owner will be responsible for any lawn restoration resulting from damage due to routine snow plowing.
8. All easements for sanitary sewer and water main dedicated with the plat shall remain intact. This is to ensure there is ample room in the future for any necessary maintenance or repair.
9. Vistas at Greenwood Hills will still be responsible for maintaining and repair of the stormwater detention ponds and appurtenances as outlined in the long term maintenance agreement already on file. This includes the stormwater main which discharges into the stormwater detention pond from Green Vistas Drive and any other storm sewer pipe which does not cross any street.

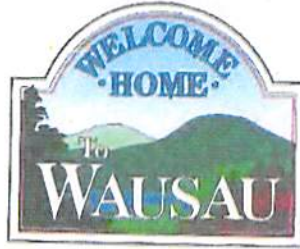
One question I have is if "Vistas at Greenwood Hills" is the correct name to use. Please contact me with any questions, changes or additions you may have. Once we have these worked out, I will work with our City Attorney to draft the agreement.

Thank you,

Bradley J. Marquardt, P.E.
Director of Public Works & Utilities

ENGINEERING • CONSTRUCTION & MAINTENANCE • PLANNING • GIS • PARKING
CITY OF WAUSAU • CITY HALL • 407 GRANT STREET • WAUSAU, WI 54403-4783 • 715.261.6740 • FAX 715.261.6759 • TDD 715.261.6770
WWW.CITYOFWAUSAU.WI.US

EXHIBIT B



*Mailed
12-5-13*

Office of the City Attorney

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

November 19, 2013

Green Acres at Greenwood Hills, LLC
c/o Mr. James Wanserski
1809 Green Vistas Drive
Wausau WI 54403

Dear Mr. Wanserski:

Please find enclosed on behalf of your mortgagor, Kevin Matzke and Monica Matzke, an original Partial Release of Mortgage, which we ask that you sign before a notary and return to us in the envelope provided.

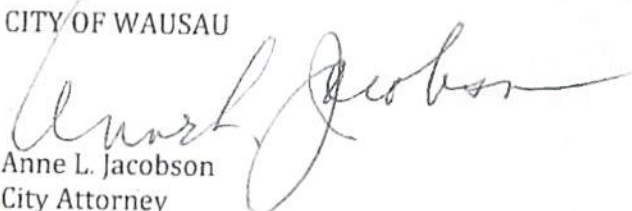
The Vistas at Greenwood Hills Development has requested the conversion of private streets to city-owned streets. This matter was approved by the Common Council in 2010, and we are now proceeding with the legal aspects of this action.

The purpose of the partial release is to partially release from your mortgage, that portion of the premises, described therein, that now encompasses city-owned property. A map showing the streets in question is also enclosed.

We will take care of the recording of the partial release. We appreciate your expedited cooperation in this matter. If you have any questions, please feel free to call our office.

Very truly yours,

CITY OF WAUSAU


Anne L. Jacobson
City Attorney

ALJ:lp
Enclosures

EXHIBIT C

*Yellow = road incl. in a crease for
condo cars. →*

State Bar of Wisconsin Form 28-2003
PARTIAL RELEASE OF MORTGAGE

Document Number _____ Document Name _____

The undersigned certifies that Green Acres at Greenwood Hills, LLC, a Wisconsin Limited Liability Company is the present owner of a Mortgage executed by Kevin Matzke and Monica Matzke, husband and wife to Green Acres at Greenwood Hills, LLC, a Wisconsin Limited Liability Company to secure payment of \$83,500.00, dated September 28, 2005, recorded on October 5, 2005, in the Office of the Register of Deeds for Marathon County, Wisconsin, in (Reel) (Vol.) of Records, at _____ and has the right to release the same, and hereby releases from the lien of the above-described Mortgage the following described real estate located in said county ("Property") (if more space is needed, please attach addendum).

See attached for legal description

Recording Area
Name and Return Address
Office of the City Attorney
407 Grant Street
Wausau WI 54403
Charge: City of Wausau
Parcel Identification Number (PIN)
291 2808 052 0010

The undersigned retains a lien on the balance of the real estate (not heretofore released) described in said Mortgage.
Dated 12-04-2013

James E. Wanserski (SEAL)
GREEN ACRES AT GREENWOOD HILLS, LLC
James E. Wanserski, Member (SEAL)

ACKNOWLEDGMENT

STATE OF WISCONSIN)
MARATHON COUNTY) ss.
Personally came before me on 12/4/2013
the above-named James E. Wanserski,
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

Mark A. Lashak
Notary Public, State of Wisconsin
My Commission (is permanent) (expires) 1/22/2017

THIS INSTRUMENT DRAFTED BY:
Anne L. Jacobson, City Attorney
City of Wausau, 407 Grant St., Wausau, WI 54403

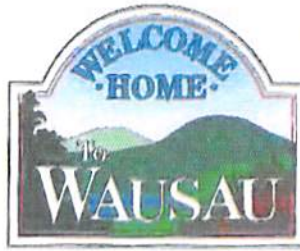
(Signatures may be authenticated or acknowledged, both are not necessary.)
NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
© 2003 STATE BAR OF WISCONSIN
FORM NO. 28-2003
* Type name below signatures



CITY OF WAUSAU
MARATHON COUNTY, WI

PROPOSED RIGHT OF WAY

SCALE IN FEET
0 75 150 300
MAP DATE: DECEMBER 17, 2012



*Mailed
12-5-13*

Office of the City Attorney

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

November 19, 2013

Wanserski Revocable Trust
c/o Mr. James Wanserski
1809 Green Vistas Drive
Wausau WI 54403

Dear Mr. Wanserski:

Please find enclosed on behalf of your mortgagor, Royalty Custom Homes, LLC, an original Partial Release of Mortgage, which we ask that you sign before a notary and return to us in the envelope provided.

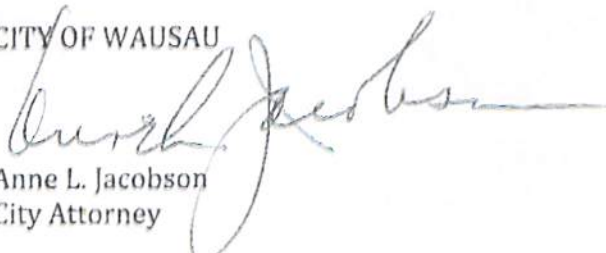
The Vistas at Greenwood Hills Development has requested the conversion of private streets to city-owned streets. This matter was approved by the Common Council in 2010, and we are now proceeding with the legal aspects of this action.

The purpose of the partial release is to partially release from your mortgage, that portion of the premises, described therein, that now encompasses city-owned property. A map showing the streets in question is also enclosed.

We will take care of the recording of the partial release. We appreciate your expedited cooperation in this matter. If you have any questions, please feel free to call our office.

Very truly yours,

CITY OF WAUSAU


Anne L. Jacobson
City Attorney

ALJ:lp

Enclosures

State Bar of Wisconsin Form 28-2003
PARTIAL RELEASE OF MORTGAGE

Document Number

Document Name

The undersigned certifies that Wanserski Revocable Trust dated November 18, 2009
 is the present owner of a Mortgage executed by Royalty Custom Homes, LLC
 to Wanserski Revocable Trust dated November 18, 2009

to secure payment of \$ 45,000.00, dated November 1, 2012,
 recorded on December 10, 2012, in the Office of the Register of Deeds
 for Marathon County, Wisconsin, in (Reel) (Vol.) _____ of Records, at
 (Images) (Pages) _____, as Document No. 1636785

_____, and has the right to release the same, and hereby releases from the lien of
 the above-described Mortgage the following described real estate located in said
 county ("Property") (if more space is needed, please attach addendum):

See attached for legal description

Recording Area

Name and Return Address
 Office of the City Attorney
 407 Grant Street
 Wausau WI 54403

Charge City of Wausau

291.2808.052.0005

Parcel Identification Number (PIN)

The undersigned retains a lien on the balance of the real estate (not heretofore released) described in said Mortgage.

Dated 12-4-2013

(SEAL) James E. Wanserski, Trustee (SEAL)
 * Wanserski Revocable Trust dated November 18, 2009

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____
 authenticated on _____

STATE OF WISCONSIN)
) ss.
MARATHON COUNTY)

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

Personally came before me on _____
 the above-named JAMES E. WANSERSKI,
Trustee
 to me known to be the person(s) who executed the foregoing
 instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:
Anne L. Jacobson, City Attorney
City of Wausau, 407 Grant St., Wausau, WI 54403

Mack A. Tushkowsky
 * Mack A. TUSHKOWSKY
 Notary Public, State of Wisconsin
 My Commission (is permanent) (expires: 4/22/2017)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
PARTIAL RELEASE OF MORTGAGE © 2003 STATE BAR OF WISCONSIN FORM NO. 28-2003

* Type name below signatures.



Office of the City Attorney

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

November 19, 2013

Peoples State Bank
1905 Stewart Avenue
Wausau WI 54401

Dear Sir or Madam:

Please find enclosed on behalf of your mortgagor, Wanserski Revocable Trust Dated November 18, 2009, an original Partial Release of Mortgage, which we ask that you sign before a notary and return to us in the envelope provided.

The Vistas at Greenwood Hills Development has requested the conversion of private streets to city-owned streets. This matter was approved by the Common Council in 2010, and we are now proceeding with the legal aspects of this action.

The purpose of the partial release is to partially release from your mortgage, that portion of the premises, described therein, that now encompasses city-owned property. A map showing the streets in question is also enclosed.

We will take care of the recording of the partial release. We appreciate your expedited cooperation in this matter. If you have any questions, please feel free to call our office.

Very truly yours,

CITY OF WAUSAU

Anne L. Jacobson
City Attorney

ALJ:lp

Enclosures

cc Wanserski Revocable Trust c/o Jim Wanserski

**State Bar of Wisconsin Form 28-2003
PARTIAL RELEASE OF MORTGAGE**

Document Number

Document Name

The undersigned certifies that Peoples State Bank
 is the present owner of a Mortgage executed by Wanserski Revocable Trust Dated November 18, 2009
 to Peoples State Bank
 to secure payment of \$ 275,000.00, dated March 4, 2013,
 recorded on March 8, 2013, in the Office of the Register of Deeds
 for Marathon County, Wisconsin, in (Reel) (Vol.) _____ of Records, at
 (Images) (Pages) _____, as Document No. 1643542
 _____, and has the right to release the same, and hereby releases from the lien of
 the above-described Mortgage the following described real estate located in said
 county ("Property") (if more space is needed, please attach addendum):

See attached for legal description

Recording Area

Name and Return Address

Office of the City Attorney
 407 Grant Street
 Wausau WI 54403

Charge City of Wausau

291.2808.052.0010

Partial Identification Number (PIN)

The undersigned retains a lien on the balance of the real estate (not heretofore released) described in said Mortgage.

Dated _____,

(SEAL)

(SEAL)

* Peoples State Bank

AUTHENTICATION

Signature(s) _____

authenticated on _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
 authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

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

ACKNOWLEDGMENT

STATE OF WISCONSIN)

MARATHON COUNTY) ss.

Personally came before me on _____
 the above-named _____

to me known to be the person(s) who executed the foregoing
 instrument and acknowledged the same.

 Notary Public, State of Wisconsin
 My Commission (Is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
 PARTIAL RELEASE OF MORTGAGE © 2003 STATE BAR OF WISCONSIN FORM NO. 28-2003

* Type name below signatures

PLAT

Part of Vistas at Greenwood Hills, being part of the NE ¼ of the NW ¼, and part of the SE ¼ of the NW ¼, Section 5, Township 28 North, Range 8 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Outlot 1 (Private Road), said Vistas at Greenwood Hills;

CONDO PLAT

Part of Vistas at Greenwood Hills Condominium Plat, being part of the NE ¼ of the NW ¼, part of the SW ¼ of the NW ¼, and part of the SE ¼ of the NW ¼, Section 5, Township 28 North, Range 8 East, City of Wausau, Marathon County, Wisconsin, described as follows:

That portion shown as "Green Vistas Drive (Private Road)", being part of the Common Elements, said Vistas at Greenwood Hills Condominium Plat;

and also;

The Easterly 10 feet of the "26' Utility Easement" running adjacent to and Westerly of Green Vistas Drive, being part of the Common Elements, said Vistas at Greenwood Hills Condominium Plat;

and also;

Part of the Ingress Egress Common Elements, said Vistas at Greenwood Hills Condominium Plat, described as follows:

Commencing at the NE corner of said NE ¼ of the NW ¼; thence S01°28'07"E, along the East line of said NE ¼ of the NW ¼, 33.00 feet to the North line of said Vistas at Greenwood Hills Condominium Plat; thence N89°51'04"W, along said North line, 376.00 feet to the point of beginning;

Thence along the arc of a curve to the left having a chord bearing of S22°54'26"W and a chord distance of 22.71 feet and a radius of 30 feet; thence S00°40'00"W, 91.92 feet; thence along the arc of a curve to the right having a chord bearing of S07°17'20"W and a chord distance of 28.83 feet and a radius of 125 feet; thence S13°54'40"W, 11.11 feet; thence along the arc of a curve to the left having a chord bearing of S01°20'47"E and a chord distance of 50.00 feet and a radius of 95 feet, to the Easterly line of Outlot 1 (Private Road), Vistas at Greenwood Hills, said Section 5; thence S73°27'45"W, along the North line of said Outlot 1 (Private Road), 32.00 feet; thence S73°17'11"W, along the Southerly line of said Ingress Egress Common Elements, 10.00 feet; thence N16°59'59"W, 17.00 feet; thence along the arc of a curve to the left having a chord bearing of N26°06'45"E and a chord distance of 10.98 feet and a radius of 7.52 feet; thence N20°46'31"W, 39.42 feet; thence along the arc of a curve to the right having a chord bearing of N10°03'15"W and a chord distance of 37.21 feet and a radius of 100 feet; thence N00°40'00"E, 74.29 feet; thence along the arc of a curve to the left having a chord bearing of N26°11'03"W and a chord distance of 45.17 feet and a radius of 50.00 feet, to said North line of the Vistas at Greenwood Hills Condominium Plat; thence S89°51'04"E, along said North line, 95.00 feet to the point of beginning;

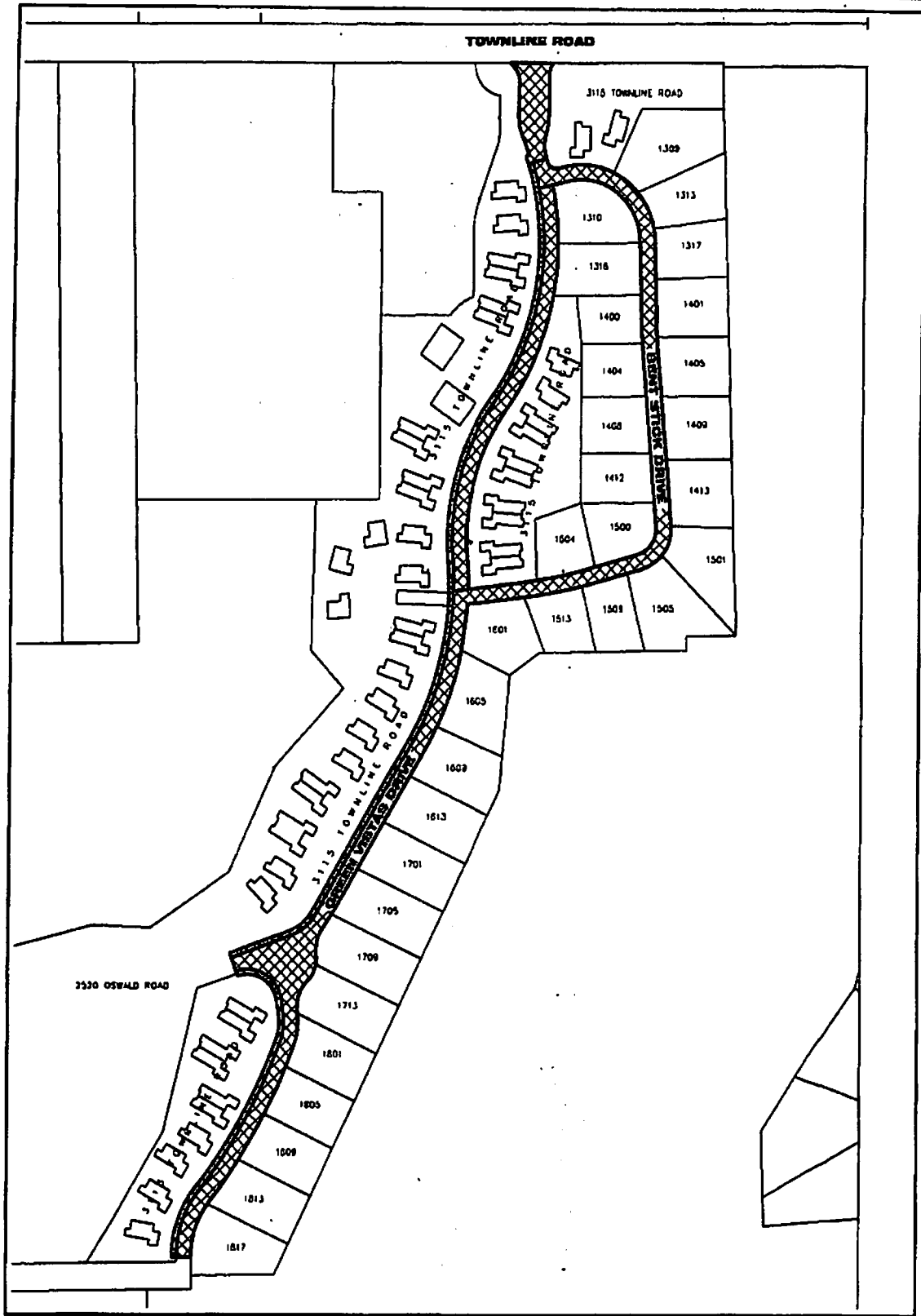
FUTURE CONDO AREA

Part of said SE ¼ of the NW ¼, Section 5, Township 28 North, Range 8 East, City of Wausau, Marathon County, Wisconsin, described as follows:


Commencing at the NW corner of Lot 27, Vistas at Greenwood Hills, said Section 5; thence N74°21'37"W, 128.11 feet to the Westerly line of Outlot 1 (Private Road), said Vistas at Greenwood Hills, the point of beginning;

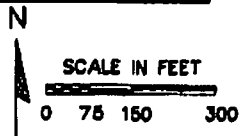
Thence S70°42'34"W, along said Westerly line, 68.86 feet; thence N19°17'26"W, 10.00 feet; thence N70°42'34"E, 68.24 feet to the Westerly line of Vistas at Greenwood Hills Condominium Plat, said Section 5; thence S22°51'38"E, along said Westerly line, 10.02 feet to said Westerly line of Outlot 1 (Private Road), the point of beginning.

Q:\Engineering\2012\20121212\1223-35-DM1-City of Wausau - Engineering Department - Planned by - J.A. UmaRivas



CITY OF WAUSAU
MARATHON COUNTY, WI

PROPOSED RIGHT OF WAY 



MAP DATE: DECEMBER 17, 2012



Office of the City Attorney

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

November 19, 2013

Peoples State Bank
1905 Stewart Avenue
Wausau WI 54401

Dear Sir or Madam:

Please find enclosed on behalf of your mortgagor, Green Acres at Greenwood Hills, LLC, an original Partial Release of Mortgage, which we ask that you sign before a notary and return to us in the envelope provided.

The Vistas at Greenwood Hills Development has requested the conversion of private streets to city-owned streets. This matter was approved by the Common Council in 2010, and we are now proceeding with the legal aspects of this action.

The purpose of the partial release is to partially release from your mortgage, that portion of the premises, described therein, that now encompasses city-owned property. A map showing the streets in question is also enclosed.

We will take care of the recording of the partial release. We appreciate your expedited cooperation in this matter. If you have any questions, please feel free to call our office.

Very truly yours,

CITY OF WAUSAU

Anne L. Jacobson
City Attorney

A handwritten signature in black ink, appearing to read "Anne L. Jacobson", written over the typed name.

ALJ:lp

Enclosures

cc Green Acres at Greenwood Hills, LLC

Document No.	PARTIAL RELEASE OF MORTGAGE
	Document Title

The undersigned certifies that Peoples State Bank is the present owner of a mortgage executed by Green Acres at Greenwood Hills, LLC, to Peoples State Bank, to secure payment not to exceed \$2,000,000.00, dated June 8, 2005, recorded on June 16, 2005, in the Office of the Register of Deeds for Marathon County, Wisconsin, as Document No. 1413012, and has the right to release the same, and hereby releases from the lien of the above described mortgage the following described real estate located in said county:

See attached for legal description

This space is reserved for recording data

Return to

Office of the City Attorney
 City Hall - 407 Grant Street
 Wausau, WI 54403

Charge City of Wausau

Parcel Identification Number/Tax Key Number

291.2808.052.0984

The undersigned retains a lien upon the balance of the real estate (not heretofore released) described in said mortgage.

Dated this _____ day of _____, 2013.

PEOPLES STATE BANK BY:

By: _____

By: _____

STATE OF WISCONSIN)
) ss.
 COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2013, the above-named _____ and _____ of Peoples State Bank, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

 Notary Public, Wisconsin
 My commission expires _____

This instrument was drafted by Anne L. Jacobson, City Attorney for the City of Wausau, 407 Grant Street, Wausau, WI 54403.

TOWNLINER ROAD

3115 TOWNLINER ROAD

3115 TOWNLINER AVENUE

3115 TOWNLINER ROAD

2570 OSWALD ROAD

T.A. HERRICK

1309
1313
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CITY OF WAUSAU

MARATHON COUNTY, WI

PROPOSED RIGHT OF WAY



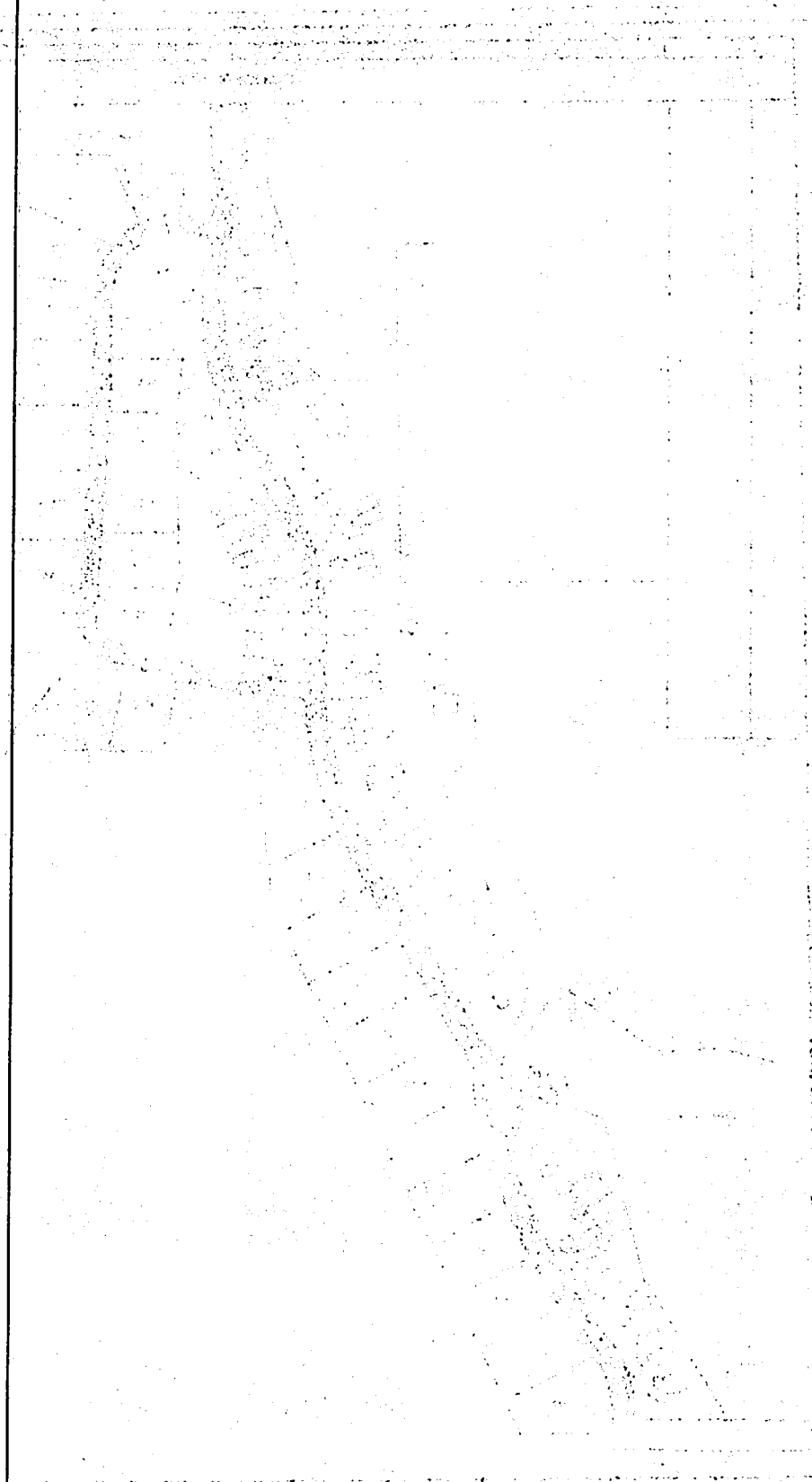
SCALE IN FEET

0 75 150 300

MAP DATE: DECEMBER 17, 2012

C:\Engineering\Project\Growth\Matrix\ROMA\GrowthMatrix_map.dwg - 12/17/2012 1:23:36 PM City of Wausau - Engineering Department Printed by: J.D. MacGibbon

100



PROPELLER FOR VESSEL
BY ENGINEER JAMES H. HARRIS

FINANCE COMMITTEE

Date and Time: Tuesday, March 12, 2024 @ 5:00 P.M., Council Chambers

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

Others Present: Mayor Rosenberg, MaryAnne Groat, Anne Jacobson, Matthew Barnes, Benjamin Graham, Luis Lopes-Serrão, Jeremy Kopp, Eric Lindman, Dustin Kraege, Rick Rubow, James Henderson, Jamie Polley, Kody Hart, Alder Gisselman

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 5:00 P.M.

Discussion and possible action on alleged claim for recovery of unlawful tax – Leigh Yawkey Woodson Art Museum – 601 N. 12th Street.

Rasmussen questioned what the staff recommendation was and the recommendation is to disallow by voting against the motion to approve the claim.

Motion by Watson, seconded by Lukens, to approve the claim. Motion failed 0-5.

Discussion and possible action on alleged claim for recovery of unlawful tax – Vistas at Greenwood Hills Subdivision - Outlot 1 and 3115 Townline Road.

Rasmussen questioned what the staff recommendation was and the recommendation is to disallow by voting against the motion to approve the claim.

Motion by Watson, seconded by Lukens, to approve the claim. Motion failed 0-5.

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

**JOINT RESOLUTION OF THE
ECONOMIC DEVELOPMENT AND FINANCE COMMITTEES**

Approving Purchase and Development Agreement with Gorman & Company, LLC and Riverview Lofts Wausau, LLC for a 56-Unit Affordable Multi-Family Housing Project at 415 S First Avenue.

Committee Action: Approved by Economic Development (4-1), Finance (5-0)

Fiscal Impact: Analysis contained within Agreement

File Number: 21-1204

Date Introduced: March 26, 2024

FISCAL IMPACT SUMMARY

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

WHEREAS, the City previously acquired both the L&S Printing and Westside Battery properties to facilitate their redevelopment into a use more appropriate for the continued redevelopment of the east and west riverfront areas; and

WHEREAS, the City released a Request for Proposal (RFP) on September 17, 2021 and the Common Council selected the proposal for affordable housing submitted by Gorman & Company (Developer) on December 14, 2021; and

WHEREAS, Developer has proposed an affordable multifamily housing development, as hereinafter described, to be located on the Property, which will be undertaken and owned by Owner; and

WHEREAS, pursuant to the authority granted in Wisconsin Statutes, Section 66.1105(6)(g), the City has adopted a resolution extending the life of the City of Wausau Tax Increment District Six (“TID 6”) in order to finance affordable housing projects and other permitted uses throughout the City using positive tax increment from TID 6 (the “Affordable Housing Extension Funds”), and the City has determined to provide assistance to affordable housing projects through grants or other assistance from the Affordable Housing Extension Funds and other actions, as hereinafter set forth, to permit development to proceed; and

WHEREAS, in connection with such development, Owner desires to purchase the Property as determined in accordance with the terms and conditions of this Agreement; and

WHEREAS, Developer's ability to develop the Property requires certain financial incentives from the City as set forth herein, and despite the Property being located in TID 8, the City has determined to use Affordable Housing Extension Funds in order to provide such incentives; and

WHEREAS, the City has determined that the proposed development by Developer (i) will promote and carry out the development objectives of the City, (ii) furthers the purposes of the Affordable Housing Extension Funds, and (iii) would not occur at the Property without the assistance of the City.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Common Council of the City of Wausau hereby approves the Purchase and Development Agreement with Gorman & Company, LLC and Riverview Lofts Wausau, LLC for a 56-Unit Affordable Multi-Family Housing Project at 415 S First Avenue and directs City Staff to execute the appropriate documents.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, March 12, 2024 @ 5:00 P.M., Council Chambers

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

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

Others Present: Mayor Rosenberg, MaryAnne Groat, Anne Jacobson, Matthew Barnes, Benjamin Graham, Luis Lopes-Serrão, Jeremy Kopp, Eric Lindman, Dustin Kraege, Rick Rubow, James Henderson, Jamie Polley, Kody Hart, Alder Gisselman

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 5:00 P.M.

JOINT AGENDA ITEM FOR CONSIDERATION WITH THE ECONOMIC DEVELOPMENT COMMITTEE - Discussion and possible action regarding the Purchase and Development Agreement with Gorman & Company, LLC and Riverview Lofts Wausau, LLC for a 56-Unit Affordable Multi-Family Housing Project at 415 S First Avenue.

Noting the presence of a quorum Chairperson Watson called the meeting to order at 5:33 P.M.

Motion by Martens, seconded by Watson, to approve for the Finance Committee. Motion carried 5-0.

Henke stated that there were questions at the Werle Park Neighborhood meeting on this project and that seeing this progress was promising.

Kilian questioned how the city selling the land for \$1 was helpful to move this project forward and if this developer would have been interested in the project without the selling of the land for that price. The funding mechanism to build this project required the land to be donated by the municipality and made the developer project profitable. Kilian stated support for affordable housing but opposition to the city selling land to developers for \$1.

Motion by Henke, seconded by Lukens, to approve for the Economic Development Committee. Motion carried 4-1, with Kilian opposed.

To: Economic Development & Finance Committees
From: Randy Fifrick, Economic Development Manager
Date: March 12, 2024
Re: Riverview Lofts Development Agreement Key Terms



Project Name: Riverview Lofts

Developer: Gorman & Company / Riverview Lots Wausau, LLC

Location: 415 S. First Avenue (Former Westside Battery and L&S Printing Property) in TID #8

Project Description: 56-Unit Affordable Multi-Family Housing Project (4% LIHTC)

Commencement Deadline: September 30, 2024

Completion Deadline: April 30, 2026

Property Purchase Price: \$1.00

Minimum Construction Spend: \$12 Million

City Gap Funding Contribution: Wausau CDA 3% Loan - \$650,000, Affordable Housing Extension Fund Grant – Up to \$650,000.

Utility Relocation: The sanitary sewer service line for 150 E Wausau Ave (Mandarin Restaurant) currently runs through the development property. Gorman has contracted with Becher Hoppe to design a new sewer service line that would connect at Stewart Ave. The City is assisting the Developer by seeking a temporary construction easement for the construction work.

Demolition: City will complete demolition of the existing structure by July 1, 2024. The Developer will reimburse the City for all costs at the time of closing.

Lookback: Generally, when it comes to development of a Low-Income Housing Tax Credit project, there are two financing phases – construction and permanent. A construction mortgage is secured initially to finance the costs of construction. Developers receive installments, commonly referred to as draws, throughout the construction process and only pay interest on the amount of the construction mortgage they have drawn upon.

Once the project is constructed and the developer achieves a certain occupancy rate, commonly referred to as “stabilization” (which typically means an average of 95% occupancy for three consecutive months) the construction mortgage lender will require the developer to convert the construction mortgage into a permanent mortgage. It is at this time; the permanent mortgage lender will underwrite the amount they are willing to provide as a permanent mortgage and the developer will begin to pay principal and interest.

Since the public assistance from the City is not required until the second financing phase, a lookback provision has been negotiated into the Development Agreement. This allows the City to confirm, based on future market conditions after the project is constructed, that the grant of \$650,000 is warranted. The lookback will function as follows:

Calculation Date: 60 days prior to the developer closing on its permanent mortgage with its lender, the developer shall provide the City with financial information including but not limited to, the total development costs, operating proforma, and a 15-year cashflow projection to determine if the grant is warranted.

Reduction Amount: The grant will be reduced if three circumstances occur – 1) the permanent mortgage underwritten by the lender is greater than the estimated permanent mortgage assumed today, 2) there are no offsetting total development cost increases from estimated to actual, and 3) the deferred developer fee is reduced below \$250,000.

If these circumstances occur, the grant will equal the amount of the loan increase, minus the total development cost increase, minus the amount needed to reduce the deferred developer fee to \$250,000.

PURCHASE AND DEVELOPMENT AGREEMENT
(Riverview Lofts)

THIS PURCHASE AND DEVELOPMENT AGREEMENT (Riverview Lofts) (this “Agreement”) is made as of [_____], 2024 (the “Effective Date”), by and among the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”), and GORMAN & COMPANY, LLC, a Wisconsin limited liability company (“Gorman”), and RIVERVIEW LOFTS WAUSAU, LLC, a Wisconsin limited liability company (“Owner”) (Gorman and Owner are sometimes referred to herein, collectively, as “Developer”).

RECITALS

WHEREAS, the City is the owner of certain real property in the City of Wausau, County of Marathon, State of Wisconsin, with a street address of 415 S. First Avenue, and more particularly described on Exhibit A attached hereto (the “Property”); and

WHEREAS, the City has, pursuant to the authority granted in Wisconsin Statutes, Section 66.1105, created the City of Wausau Tax Increment District Eight (“TID 8”) and the Property is located in TID 8; and

WHEREAS, Developer has proposed an affordable multifamily housing development, as hereinafter described, to be located on the Property, which will be undertaken and owned by Owner; and

WHEREAS, pursuant to the authority granted in Wisconsin Statutes, Section 66.1105(6)(g), the City has adopted a resolution extending the life of the City of Wausau Tax Increment District Six (“TID 6”) in order to finance affordable housing projects and other permitted uses throughout the City using positive tax increment from TID 6 (the “Affordable Housing Extension Funds”), and the City has determined to provide assistance to affordable housing projects through grants or other assistance from the Affordable Housing Extension Funds and other actions, as hereinafter set forth, to permit development to proceed; and

WHEREAS, in connection with such development, Owner desires to purchase the Property as determined in accordance with the terms and conditions of this Agreement; and

WHEREAS, Developer’s ability to develop the Property requires certain financial incentives from the City as set forth herein, and despite the Property being located in TID 8, the City has determined to use Affordable Housing Extension Funds in order to provide such incentives; and

WHEREAS, the City has determined that the proposed development by Developer (i) will promote and carry out the development objectives of the City, (ii) furthers the purposes of the Affordable Housing Extension Funds, and (iii) would not occur at the Property without the assistance of the City.

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

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:
 - a. “Affordable Housing Extension Funds” is defined in the Recitals above.
 - b. “Agreement” is defined in the introductory paragraph to this Agreement.
 - c. “Calculation Date” means the date that is sixty days (60) days prior to the date of the Permanent Financing Closing.
 - d. “City” is defined in the introductory paragraph of this Agreement.
 - e. “Closing” means the execution of the Deed and sale and conveyance of the Property to Owner in exchange for the Purchase Price, as contemplated by and subject to the terms and conditions of this Agreement.
 - f. “Closing Date” means the date that Closing occurs, which shall be a date mutually agreed to by the City and Developer but in no event shall the Closing Date be earlier than the date on which the City completes the Demolition, and no later than the Closing Deadline.
 - g. “Closing Deadline” means the date that is thirty (30) days after the termination (or earlier waiver by Developer) of the Due Diligence Period, but in no event later than the Project Commencement Deadline.
 - h. “Deed” means a special warranty deed of the Property from the City to Owner.
 - i. “Default” is defined in Section 6 below.
 - j. “Demolition” means the demolition and disposal of the existing buildings located on the Property, as determined by the City in its reasonable discretion.
 - k. “Developer” is defined in the introductory paragraph to this Agreement.
 - l. “Due Diligence Period” means the time period commencing on the Effective Date and terminating on the date that is thirty (30) days prior to the Project Commencement Deadline, or such earlier date that Owner waives the remainder of the Due Diligence Period.
 - m. “Effective Date” is defined in the introductory paragraph of this Agreement.
 - n. “Estimated Permanent First Mortgage Loan Amount” means Three Million, Six Hundred Eighty Five Thousand and No/100 Dollars (\$3,685,000.00).
 - o. “Gorman” is defined in the introductory paragraph to this Agreement.

- p. “Memorandum” means a short form memorandum of this Agreement recorded in the real estate records against the Property. The parties agree that the form of memorandum attached hereto as Exhibit C is acceptable to both parties.
- q. “Minimum Construction Cost” means at least Twelve Million and no/100s Dollars (\$12,000,000.00).
- r. “Mortgage Lender(s)” means individually, or collectively, as applicable, the lenders referenced on Schedule A or such other lending institutions or other lenders reasonably acceptable to the City.
- s. “Mortgage Loan(s)” means the construction/permanent mortgage loan(s) from the Mortgage Lender(s) in amounts consistent with the City-approved Project Cost Breakdown.
- t. “Owner” is defined in the introductory paragraph to this Agreement.
- u. “Permanent Financing Closing” means the first date upon which all of the following shall have occurred: (i) Project Completion shall have occurred; (ii) each permanent Mortgage Loan shall have converted to its permanent phase in accordance with the terms of the agreements with the Mortgage Lender making such Mortgage Loan; (iii) Stabilization shall have been achieved; and (iv) all other Third-Party Financing (Permanent) shall have been fully-funded.
- v. “Permanent First Mortgage Loan” means the permanent first priority Mortgage Loan from the Mortgage Lender described as the primary permanent Mortgage Lender on Schedule A attached hereto.
- w. “Plans” means final detailed plans and specifications for the Project in form and substance acceptable to the City, which shall include, without limitation, the following: all improvements now located or to be located on the Property, the footprint of all improvements and the square footage of all improvements, all easements, pathways, exterior boundary lines, walkways, parking and circulation areas, adjoining public streets and alleys, utilities, exits and entrances, all signage, sidewalks, landscaping, all materials to be used in construction, all interior and exterior finishes, building sections, description of room and space sizes, plan arrangement of rooms and functional spaces, exterior elevations, the stacking of floors and all construction elements, a narrative description of all structural systems, mechanical systems, electrical systems and any specialty systems. The Plans shall also include a detailed landscaping plan and a detailed landscape maintenance plan. A preliminary site plan for the Project, which is subject to further revisions and approvals, is attached hereto as Exhibit D.
- x. “Project” means the construction of a 56 unit Low Income Housing Tax Credit (“LIHTC”), affordable multifamily housing development and the additional redevelopment of the Property for the operation of the housing development, and construction and installation of all other improvements as may be required in order to comply with applicable zoning and building laws, rules, regulations, codes and ordinances

and in order to develop and operate the Property in substantial conformity with the Plans and the Proposal and this Agreement.

y. “Project Commencement” means the occurrence of all of the following: (i) Closing has occurred; (ii) all building permits and other permits for the commencement of construction of the Project have been obtained; (iii) the Third-Party Financing has closed; and (iv) mobilization and commencement of construction of the Project at the Property has occurred (as reasonably determined by the City).

z. “Project Commencement Deadline” means September 30, 2024.

aa. “Project Completion” means the occurrence of all of the following: (i) a certificate of occupancy is issued by the appropriate governmental authorities for Project, as applicable; and (ii) the Project architect has issued a certificate stating that the Project has been substantially completed in accordance with the Plans.

bb. “Project Completion Deadline” means April 30, 2026.

cc. “Project Cost Breakdown” means a current cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying development, engineering, construction, furnishing, equipping, financing, contingency and all other direct and indirect costs of development, construction and installation of the Project in accordance with the Plans for the Project. The Project Cost Breakdown shall also include the Developer’s proposed source of funds for each line-item and shall specify which line items Developer proposes be used when calculating whether the Minimum Construction Cost requirement herein is satisfied. The Project Cost Breakdown shall also include details regarding: the amount of the Third-Party Financing (Construction); the estimated amounts of the Third-Party Financing (Permanent) the Project will carry after Project Completion; and all Third-Party Sources. The Project Cost Breakdown as of the Effective Date is attached hereto as Exhibit B.

dd. “Property” is defined in the Recitals above.

ee. “Proposal” is Gorman’s response, dated October 14, 2021, to the City’s request for proposal for the redevelopment of the Property, as supplemented by Gorman’s TIF Application submitted on November 14, 2023. In the event of a conflict between the Proposal and this Agreement, this Agreement shall control.

ff. “Purchase Price” means One Dollar (\$1.00).

gg. “Stabilization” means the calendar month-end on which the Project achieves 90% physical occupancy of all of the LIHTC units for three consecutive calendar months

hh. “Tax Credit Equity” means Owner’s equity sources derived from State of Wisconsin LIHTC equity financing and/or federal LIHTC equity financing, each in an amount consistent with the City-approved Project Cost Breakdown

- ii. “Tax Increment Grant” means a one time grant to Lutheran Social Services of Wisconsin and Upper Michigan, Inc. (“LSS”), a member of the managing member of Owner, in an amount not to exceed a maximum amount of Six Hundred Fifty Thousand and no/100s Dollars (\$650,000.00), as described in more detail in Section 3 below.
- jj. “Third-Party Financing” means collectively, the Third-Party Financing (Construction) and the Third-Party Financing (Permanent).
- kk. “Third-Party Financing (Construction)” means the funding from the Third-Party Sources for the purpose of financing the construction costs of the Project, each in an amount consistent with the City-approved Project Cost Breakdown and identified in Schedule A.
- ll. “Third-Party Financing (Permanent)” means the loans, grants, or other types of funding from the Third-Party Sources (Permanent) for the purpose of financing the permanent take-out financing, if any, of the initial construction financing, each in an amount consistent with the City-approved Project Cost Breakdown and identified in Schedule A.
- mm. “Third-Party Sources” means, collectively, the Third-Party Sources (Construction) and the Third-Party Sources (Permanent).
- nn. “Third-Party Sources (Construction)” means the sources of the Third-Party Financing (Construction) and the sources of the Tax Credit Equity which are necessary to achieve Project Completion as contemplated in the City-approved Project Cost Breakdown and identified in Schedule A.
- oo. “Third-Party Sources (Permanent)” means the sources of the Third-Party Financing (Permanent) and the sources of the Tax Credit Equity which are contemplated at Permanent Financing Closing in the City-approved Project Cost Breakdown and identified in Schedule A.
- pp. “TID 6” is defined in the Recitals above.
- qq. “TID 8” is defined in the Recitals above.
- rr. “Total Development Costs” means the aggregate cost to construct the Project, including, but not limited to, construction and non-construction cost items, including without limitation engineering, construction, furnishing, equipping, financing, contingency and all other direct and indirect costs of development (including developer fee, deferred or not), construction and installation of the Project in accordance with the Plans for the Project including, but not limited to, the funding of reserve accounts for the Project required by Owner’s investor or any Third-Party Source.

2. Commitments of Developer. Developer agrees and covenants with the City as follows:

a. *Purchase of the Property.*

i. Subject to the terms and conditions of this Agreement, including the satisfaction of the various conditions precedent to Owner's obligations in this Agreement, Owner agrees to purchase the Property in its "AS-IS" condition for the Purchase Price on the Closing Date. The transfer of the Property shall be subject to all matters of record other than monetary liens. Developer agrees to execute the Memorandum, and that the Memorandum shall be recorded immediately after the Deed and prior to any mortgage including any mortgage to any Third-Party Source. All title insurance fees, transfer fees, title company closing fees, and recording fees for the purchase shall be at Owner's sole cost and expense. The City and Developer hereby agree that the transfer of the Property to Owner hereunder is exempt from the Wisconsin Real Estate Transfer Fee pursuant to Wis. Stats. § 77.25(2) and the Wisconsin Real Estate Transfer Receipt filed in conjunction with the recording of the Deed will reflect that fact. Owner agrees that it shall not receive a proration for real estate taxes for the year of Closing.

ii. DEVELOPER ACKNOWLEDGES AND AGREES THAT DEVELOPER HAS HAD AND/OR WILL HAVE SUFFICIENT OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO CLOSING AND THAT THE CITY IS CONVEYING AND OWNER IS ACCEPTING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS AND THAT DEVELOPER IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE CITY OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE PROPERTY, EXCEPT FOR TITLE. AS A PART OF ITS AGREEMENT TO ACCEPT THE PROPERTY IN ITS "AS IS" CONDITION, DEVELOPER, FOR ITSELF AND ITS SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, CONTRACTORS AND INVITEES, HEREBY WAIVES, DISCHARGES AND RELEASES THE CITY FROM ANY AND ALL DEMANDS, CLAIMS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, DAMAGES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES WHATSOEVER, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH OR RELATED TO THE PHYSICAL, GEOLOGICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY PAST OR PRESENT CONDITION OF OR ACTION ON OR ABOUT THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF HAZARDOUS OR TOXIC MATERIAL AT, UNDER OR IN THE GENERAL VICINITY OF THE PROPERTY) OR THE CURRENT OR PREVIOUS VIOLATION OF ENVIRONMENTAL LAWS AT THE PROPERTY, IF ANY; provided, however, that the above release of the City shall not apply to any claims against the City

related to fraud, intentional misrepresentation, and the enforcement of this Agreement.

iii. As noted above, Owner is taking the Property in its current condition, without any express or implied warranties by the City as to its physical condition. Accordingly, during the Due Diligence Period, Developer shall have the right to complete, at Developer's sole cost, all due diligence activities with respect to the Property and feasibility analysis of the Project desired by Developer (including, without limitation, a title search, environmental review or land survey), provided that Developer complies with the terms of this Agreement. Developer shall have the right to terminate this Agreement, for any reason or no reason, during the Due Diligence Period by providing written notice to the City. It shall be Developer's responsibility to determine the condition of the Property during the Due Diligence Period; provided, however, that the City agrees to provide Developer at Developer's request, with any documentation relating to the Property's condition that is in the City's possession and reasonable control but without any representation or warranty that such documentation is complete or accurate. Further, it shall be Developer's responsibility to determine the state of title of the Property, including any recorded covenants or restrictions, during the Due Diligence Period through a title search and other due diligence; provided, however, that the City agrees to provide Developer, at Developer's request, with any title documentation relating to the Property that is in the City's possession and reasonable control but without any representation or warranty that such documentation is complete or accurate.

iv. Prior to the Closing Date, in advance of any entry onto the Property, Developer shall provide the City with evidence that Developer (and any agents or contractors performing work on the Property) has in force such insurance policies and coverage in compliance with the City's requirements and other agreements as set forth on Exhibit E attached hereto (the terms, conditions and agreements set forth on such exhibit are hereby incorporated herein by this reference). When completing its due diligence activities, Developer shall not have any right to conduct any soil, soil gas, or groundwater testing or sampling or any drilling, boring or other intrusive, invasive or destructive due diligence testing of the Property ("Invasive Testing") without the prior written consent of the City, which shall not be unreasonably withheld. If Developer desires to conduct any Invasive Testing, Developer shall request such consent in writing (via email to the parties discussed below) with a detailed proposed plan of investigation, and the City shall respond within five (5) business days of receiving such request either by approving or disapproving such request, and the City's failure to timely respond shall be deemed a disapproval of Developer's request. Developer and the City agree to cooperate in good faith in the scheduling, rescheduling and implementation of any approved Invasive Testing to allow the City, at the City's option, to arrange for its consultants to observe such Invasive Testing. With respect to consents by the City in this subsection relating to Invasive Testing, such consent shall be determined by the then-current Directors (or their designees) of the City's Department of Community Development and the City's Department of Public Works, after consultation with other appropriate City staff and departments. Unless otherwise directed by the City,

Developer should send such Invasive Testing requests and information via e-mail to such department directors (currently Liz.Brodek@ci.wausau.wi.us and Eric.Lindman@ci.wausau.wi.us, respectively), with a copy to the City's Environmental Engineer (currently kevin.fabel@ci.wausau.wi.us). Without limiting the other obligations of Developer in this Agreement, (A) Developer shall hold harmless, indemnify and defend the City, and its employees, officers, volunteers, and elected and appointed officials, from and against any and all claims, liability and losses, and expenses related thereto (including reasonable attorneys' fees), which the City incurs arising or asserted to arise out of, any activity (act, omission, fault or negligence) of Developer, or any of Developer's agents or contractors, conducted on the Property prior to Closing, and Developer shall be responsible to require and confirm that such agent or contractor has contractually agreed to indemnify the City and its employees, officers, volunteers, and elected and appointed officials for any such activity, and (B) in the event Developer exercises its right to terminate this Agreement during the Due Diligence Period or otherwise elects not to or fails to purchase the Property from the City, Developer shall, at its sole cost and expense, promptly restore any physical damage or alteration of the physical condition of the Property that results from any Invasive Testing or other due diligence activities conducted by or on behalf of Developer. The obligations of Developer in this subsection shall survive termination of this Agreement.

b. *Project.* Developer, at its cost and expense, agrees to construct, install, furnish, equip and maintain the Project pursuant to the terms and conditions set forth herein. Except as provided for herein, Developer shall pay all costs and expenses associated with construction and installation of the Project. Developer will cause the Project to be constructed in a good and workmanlike manner and substantially in accordance with the Plans for the Project. Project Commencement shall occur not later than the Project Commencement Deadline, and Developer will continue construction of the Project diligently and shall achieve Project Completion no later than the Project Completion Deadline.

c. *Replacement Sewer Facilities.* City and Developer agree that the existing sanitary sewer line on the Property needs to be relocated to facilitate the development of the Project (the "Existing Sanitary Sewer Line"). The Existing Sanitary Sewer Line currently serves the Property and a building on the real property located at 150 E. Stewart Ave. (the "150 Property"). Developer, at Developer's sole cost and expense, shall design and build new sanitary sewer infrastructure to serve the 150 Property (the "Replacement Sewer Facilities"). It is anticipated that the Replacement Sewer Facilities will be located on the 150 Property and certain adjacent real property located at 303 S. First Ave., 213 S. First Ave., and 111 S. First Ave. (collectively and together with the 150 Property, the "Relocation Property"). Developer shall obtain all necessary approvals and permits for the construction of the Replacement Sewer Facilities, except for the Rights Agreements (as defined below), and will construct the Replacement Sewer Facilities in a good and workmanlike manner in accordance with all applicable laws. Prior to commencing the construction of the Replacement Sewer Facilities, Developer shall have the plans and specifications for the Replacement Sewer Facilities approved in writing by the City, which

approval shall not be unreasonably withheld, conditioned, or delayed. Upon completion of the Replacement Sewer Facilities, Developer shall request that the City inspect the completed Replacement Sewer Facilities and obtain the City's written approval of the completed Replacement Sewer Facilities, which approval shall not be unreasonably withheld, conditioned, or delayed. Upon receipt of the City's written approval, Developer shall quit claim any and all interest Developer may have in and to the Replacement Sewer Facilities to the City and Developer shall have no further obligations with respect to the Replacement Sewer Facilities.

d. *Construction Spend.* Developer shall, no later than the Project Completion Deadline, spend at least the Minimum Construction Cost in hard construction costs at the Property in connection with the Project and consistent with the approved Project Cost Breakdown. Without limitation, the following shall not be included when calculating whether such construction spend requirement has been met: (i) construction costs which are inconsistent with the approved Project Cost Breakdown (as may be amended and approved as set forth herein), or (ii) Owner's expenses from purchasing the Property (including the Purchase Price) even if included in the Project Cost Breakdown, or (iii) furnishings, decorations or other personal property installed at the Property even if included in the Project Cost Breakdown, or (iv) any soft construction costs (including architectural, engineering, and legal fees), even if included in the Project Cost Breakdown, or (v) any costs which are not permitted to be included as project costs under Wisconsin Statutes Section 66.1105, even if included in the Project Cost Breakdown. In connection with submission and review of the Project Cost Breakdown, Developer and the City shall document which line items will and which line items will not be included when determining whether the Minimum Construction Cost was achieved. On or prior to the Calculation Date, Developer shall provide to the City with written evidence, reasonably acceptable to the City, of Developer's expenditures with respect to the Minimum Construction Cost incurred by Developer with respect to the Project, together with such other documentation as the City may reasonably require.

e. *Compliance with Zoning and Building Code.* Without limiting Developer's general obligation herein to comply with all laws, Developer agrees that the Project will be constructed in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including, without limitation, all zoning and land division laws, rules, regulations and ordinances and all building codes and ordinances of the City, including those relating to parking.

f. *Compliance with DNR Requirements.* Without limiting Developer's general obligation herein to comply with all laws, Developer agrees to comply with and to be solely responsible for (at Developer's cost) completion of any Wisconsin Department of Natural Resources requirements pertaining to any preexisting environmental conditions at the Property, including, without limitation, any historic contamination in the soil. Compliance with such requirements shall be included in the Plans and the costs therefor shall be included in the Project Cost Breakdown. Notwithstanding the foregoing, the City shall be solely responsible for compliance with, and will be solely responsible for (at City's cost, but subject to Owner's reimbursement obligations set forth herein), complying with applicable law and any Wisconsin Department of Natural Resources requirements

pertaining to the Demolition. The City shall indemnify, save harmless and defend Developer and its employees, members, managers, officers and directors, 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 the City, while completing the Demolition: (i) failed to substantially comply with applicable law or any Wisconsin Department of Natural Resources requirements pertaining to the Demolition; or (ii) exacerbated any environmental condition existing on the Property prior to the commencement of the Demolition.

g. *Calculation Date.* On or prior to the Calculation Date, Developer shall provide to the City all of the following in form and substance reasonably acceptable to the City: (i) written evidence of Developer's Total Development Costs with respect to the Project as approved by the senior Mortgage Lender and Owner's investor member; (ii) a description of all Third-Party Financing (Permanent) and all Third-Party Sources (Permanent); (iii) the actual operating pro forma with respect to the operations of the Project; (iv) a 15-year projected cashflow for the Project; and (v) such other documentation as the City may reasonably require.

h. *Third Party Financing; Permanent Financing Closing.* Developer shall close on the Third-Party Financing (Construction) in substantially the amounts and timelines contemplated by the City-approved Project Cost Breakdown on or prior to the Closing Deadline, and Developer shall close on the Third-Party Financing (Permanent) or shall have firm commitments for the Third-Party Financing (Permanent) in place in substantially the amounts and timelines contemplated by the City-approved Project Cost Breakdown prior to the Closing Deadline.

i. *Demolition Costs.* The City shall initially pay for all costs of Demolition. At Closing, Owner shall reimburse the City for the City's actual costs and expenses of the Demolition. City shall provide such evidence of the City's costs for the same as Owner may reasonably request.

j. *Return of Property.*

i. If Developer fails to achieve Project Commencement on or prior to the Project Commencement Deadline, in addition to any other remedies available to the City pursuant to this Agreement or applicable law, the City, at its option as exercised in its sole discretion, may by written notice to Developer require Developer to achieve Project Commencement within ninety (90) days of the date of Developer's receipt of such notice, or if not so achieved, transfer the Property to the City pursuant to a special warranty deed ninety (90) days following Developer's receipt of such notice from the City, unless Developer achieves Project Commencement sooner, and the City shall reimburse to Developer the Purchase Price and all hard construction costs incurred by Developer prior to the Project Commencement Deadline. The City shall provide the notice to Developer

described above within sixty (60) days after the Project Commencement Deadline or the City shall be deemed to have waived its right to do so.

ii. The City's right to the return of the Property included in this Section 2 shall be explicitly stated in the Memorandum.

k. *Payment-in-Lieu of Taxes.* In the event that the Property, or any part of it, becomes exempt or partially exempt from general property taxes during the life of TID 8, Owner agrees to make to the City a payment-in-lieu-of taxes payment (a "PILOT Payment") equal to the difference between (A) the amount of taxes which would have been levied on the Property for said year by the City and other taxing jurisdictions if the Property was not exempt or partially exempt from general property taxes and (B) the actual amount of taxes levied on the Property for said year by the City and all other taxing jurisdictions. The PILOT Payment shall be due and payable in full to the City on January 31 immediately following such tax year; provided, however, that Owner may elect to pay the PILOT Payment in two equal installments by providing written notice to the City no later than January 15, with the first installment due no later than January 31 and the second installment due no later than July 31. The obligations of Owner to pay the PILOT Payment shall: (1) be referenced in the Memorandum; (2) be a lien on the Property and run with the land; and (3) bind all owners in title to the Property and their successors and/or assigns.

3. Commitments of the City.

a. *Sale of the Property.* Subject to the terms and conditions of this Agreement, the City agrees to sell to Owner the Property for the Purchase Price on the Closing Date. The City shall convey the Property to Owner by the Deed, subject to all matters of record other than monetary liens, unless the City agrees in writing, in the City's discretion, to clear any matters of record or attach a list of permitted encumbrances based on a title search by Owner's title company provided to the City by Owner. The City's sole obligation shall be to deliver the Deed to Owner at Closing; provided, however, that the City agrees to cooperate with Owner's title company's reasonable requests to execute additional closing documentation reasonably requested by Developer and provided to the City for review prior to the Closing Date, but only if such documentation does not subject the City, in the City's reasonable determination, to any additional obligations or liabilities. Notwithstanding the foregoing, the City agrees to execute and deliver to the Developer's title company on or prior to the Closing, any of the following, in form and substance reasonably acceptable to the City: (i) a customary and standard form of gap indemnity to permit the provision of a gap endorsement with respect to the title commitment issued by Developer's title company at Closing; (ii) a customary and standard form of construction work and tenants affidavit to facilitate the removal of certain so-called "standard" exceptions to title on the commitment issued by Developer's title company, other than any "standard survey exceptions"; and (iii) a customary form of broker's lien affidavit certifying that no person is entitled a commission or other fee as a result of a brokerage or similar relationship with the City. Any transfer taxes, recording fees, title insurance fees, due diligence expenses and other closing costs in connection with such conveyance shall be at Owner's expense. Developer understands and agrees that the City's conveyance is limited to the City's right, title, and interest in and to the Property. Should Owner desire

to obtain title insurance or a survey in connection with this conveyance, such items shall be at Owner's sole cost and expense. The City agrees to use commercially reasonable efforts to close in escrow with Owner's title company; provided that all fees charged by the title company for closing the transaction shall be at Owner's expense.

b. *Tax Increment Grant; Reduction in Amount.* Subject to the terms and conditions of this Agreement, the City agrees to provide the Tax Increment Grant to LSS on or before the date of the Permanent Financing Closing. City and Developer acknowledge that LSS will lend the proceeds of the Tax Increment Grant to Owner. The amount of the Tax Increment Grant may be reduced in accordance with this Section 3.b.

For purposes of this Section 3.b.:

“Actual TDC” means the Total Development Costs approved by investor(s) and the Mortgage Lender(s) as of the Calculation Date.

“Deferred Developer Fee” means the amount of deferred developer fee shown in the Project Cost Breakdown.

“Deferred Developer Fee Minimum” means \$250,000.00.

“Developer Fee” means the amount of developer fee shown in the Project Cost Breakdown (including both paid developer fee and Deferred Developer Fee).

“Estimated TDC” means the Total Development Costs included in the Project Cost Breakdown.

“Loan Increase” means the amount, if any, by which the actual amount of the Permanent First Mortgage Loan approved by investor and the Mortgage Lender(s) as of the Calculation Date, is greater the Estimated Permanent First Mortgage Loan Amount.

“TDC Increase” means the increase, if any, in the Actual TDC over the Estimated TDC, but excluding, for purposes of calculating such TDC Increase, any increase in the Developer Fee included in the Estimated TDC.

The Tax Increment Grant will only be reduced if: (1) there is a Loan Increase, and (2) no offsetting TDC Increase, and (3) the Deferred Developer Fee approved by investor(s) and the Mortgage Lender(s) as of the Calculation Date is less than the Deferred Developer Fee Minimum. If each of these things are true, the reduction in the Tax Increment Grant will be equal to (a) the amount of the Loan Increase minus (b) the TDC Increase minus (c) the amount needed to reduce the Deferred Developer Fee down to the Deferred Developer Fee Minimum. For the avoidance of doubt, a Loan Increase may be used to reduce the Deferred Developer Fee down to the Deferred Developer Fee Minimum with no impact on the size of the Tax Increment Grant.

c. *Demolition of Existing Improvements.* The City shall complete the Demolition in accordance with all applicable laws, including, but not limited to, those relating to the handling and disposal of hazardous building materials, on or prior to July 1, 2024.

d. *Rights Agreements.* The City shall be solely responsible for obtaining such easements or other agreements from the owner(s) of the Relocation Property as are necessary, in the City's sole discretion, to allow for the initial construction, and thereafter, the use, repair, replacement, and maintenance of the Replacement Sewer Facilities on the Relocation Property (the "Rights Agreements"). City will use commercially reasonable efforts to negotiate all necessary Rights Agreements with the owner(s) of the Relocation Property, the terms of which will allow for Developer to access the Relocation Property for the purpose of performing its obligations hereunder with respect to the construction of the Replacement Sewer Facilities. The failure of the City to obtain any necessary Rights Agreement shall not be a default under this Agreement and shall in no way create any obligation or liability on the part of the City for any increased costs for the Project. If the City is not able to obtain all necessary Rights Agreements on or prior to July 31, 2024, Developer shall have the option to either (i) terminate this Agreement upon written notice to the City within thirty (30) days thereafter or (ii) proceed to Closing and be responsible for completion of the Project as provided herein whether or not the Rights Agreements are ultimately secured, in which case, the City will continue to cooperate with Developer and use commercially reasonable efforts to obtain the Rights Agreements post-Closing; provided, however, that such cooperation is without expense to the City except for a reasonable amount of the City's time.

4. Conditions Precedent to the City's Obligations.

a. In addition to all other conditions and requirements set forth in this Agreement, all of the obligations of the City under this Agreement are conditioned upon the satisfaction of each and every one of the following conditions:

i. Developer shall provide the City with (A) evidence that the persons signing this Agreement on behalf of Developer are authorized to so sign this Agreement and to bind Developer to the terms and conditions of this Agreement, (B) a certified copy of the organizational documents for each entity constituting Developer, (C) a certificate of status issued by the Wisconsin Department of Financial Institutions or the applicable jurisdiction for each entity constituting Developer, and (D) resolutions or consents of the board of directors, partners or members, as the case may be, for each entity constituting Developer approving this Agreement and the transactions which are the subject of this Agreement. Developer shall provide this documentation on or before Forty-Five (45) days after the Effective Date, but in no event later than Closing.

ii. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this 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. All of Developer's representations and

warranties in this Agreement, including, without limitation, those in Section 5 below, shall remain true and correct.

iii. The City, through its City Council, shall have approved this Agreement and the transactions contemplated herein.

b. In addition to all other conditions and requirements set forth in this Agreement, the obligation of the City under this Agreement to sell the Property to Developer is conditioned upon the satisfaction of each and every one of the following conditions:

i. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this 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. All of Developer's representations and warranties in this Agreement, including, without limitation, those in Section 5 below, shall remain true and correct in all material respects.

ii. Developer, at its cost, shall provide the Project Cost Breakdown to the City, which must be acceptable in all respects to the City, provided that such acceptance may not be unreasonably conditioned, withheld or delayed.

iii. Developer shall provide the Plans to the City. The Plans must be acceptable in all respects to the City, provided that such acceptance may not be unreasonably conditioned, withheld or delayed.

iv. Developer shall provide the City with a detailed completion schedule for the Project which must be acceptable to the City, provided that such acceptance may not be unreasonably conditioned, withheld or delayed. Such schedule shall specify the timing of all material aspects of the Project. Any revisions to such completion schedule shall be subject to the City's review and approval. The parties acknowledge and agree that due to the nature of the construction industry, certain unavoidable delays may arise, from time-to-time, which may result in incidental changes to the completion schedule. In such event, the parties agree to cooperate in good faith to adjust the completion schedule to account for said delays and not to declare a default for such incidental changes.

v. Developer shall submit an executed copy of the construction contract or design-building agreement for the Project to the City. Such construction contract or design-building agreement must be reasonably acceptable to the City, provided that such acceptance shall not be unreasonably conditioned, withheld, or delayed. Among other requirements, Owner agrees, and agrees to cause its general contractor to agree, to use local subcontractors and tradespersons whenever reasonably practical.

vi. Developer shall provide financial information of the Developer to the City, which information shall be in form and content acceptable to the City,

including, without limitation, evidence that the Developer has available funds and/or financing commitments sufficient to complete the Project.

vii. Developer shall provide evidence that the closing on all of the Third-Party Sources (Construction) have closed and are available for disbursement for construction costs or will be closed simultaneously with the sale of the Property at Closing.

viii. Developer shall provide evidence that the Memorandum will be recorded, at Developer's expense, immediately after the Deed and prior to any mortgages.

ix. Developer shall have executed and delivered such other closing documentation reasonably requested by the City or Owner's title company, if any, in connection with the Closing.

x. Developer shall execute and deliver any and all other documents reasonably required by the City effect the transactions contemplated by this Agreement.

c. In addition to all other conditions and requirements set forth in this Agreement, the obligation of the City under this Agreement to provide the Tax Increment Grant is conditioned upon the satisfaction of each and every one of the following conditions:

i. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this 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. All of Developer's representations and warranties in this Agreement, including, without limitation, those in Section 5 below, shall remain true and correct.

ii. Developer shall provide the City with evidence that the Memorandum was either recorded before any mortgages, leases or any other assignment of the Property, or that such pre-existing mortgagee, lessee and/or assignee has agreed in writing to the terms and conditions of this Agreement.

iii. Project Completion and lien-free and fully-paid construction shall have occurred on or prior to the Project Completion Deadline, and Developer shall provide the City with such related documentation as the City may reasonably require to evidence the same, such as lien waivers for such work.

iv. Developer shall provide the City with written evidence of Developer's expenditures with respect to the Minimum Construction Cost requirement, together with such other related documentation as the City may reasonably require.

v. Developer shall provide the City with written evidence of Developer's expenditures with respect to the Total Development Costs, together with such other related documentation as the City may reasonably require.

vi. Developer shall provide the City with the actual operating pro forma with respect to operations of the Project to show that Stabilization has been achieved, together with such other related documentation as the city may reasonably require.

vii. Developer shall provide the City with reasonable evidence Permanent Financing Closing has occurred together with such other related documentation as the City may reasonably require.

viii. Developer shall provide the City with such other documentation as the City may reasonably require to determine whether all conditions of the Tax Increment Grant have been satisfied and to determine the amount of the Tax Increment Grant.

All submissions given to the City to satisfy the conditions contained in this Section 4 must be satisfactory in form and content to the City, in its reasonable discretion.

5. Additional Representations, Warranties and Covenants of Developer. Developer represents and warrants to the City and covenants with the City as follows:

a. No Default, or event which with the giving of notice or lapse of time or both would be a Default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument entered into in connection with the Project.

b. All copies of documents, contracts and agreements which Developer has furnished and will furnish to the City are true and correct in all material respects.

c. Developer will pay for, or cause to be paid for, all work performed and materials furnished for the Project.

d. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

e. Each entity constituting Developer is a limited liability company duly formed and validly existing and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

f. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their terms subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

g. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's organizational documents or any indenture, instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer or the Project.

h. There is no litigation or proceeding pending or, to the best of Developer's knowledge, threatened against or affecting Developer or the Project that would adversely affect the Project or Developer or the enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

i. The Project Cost Breakdown to be provided to the City accurately reflects all Project costs that will be incurred in the development, completion, construction, furnishing and equipping of the Project, and the City is entitled to rely on the Project Cost Breakdown and the financing sources for such Project costs. Developer knows of no previously undisclosed circumstances presently existing or likely to occur which would or could be expected to result in a material variation or deviation from the Project Cost Breakdown.

j. Except as otherwise set forth herein, Developer will not, without the City's prior written consent, which consent may be withheld in the City's reasonable discretion, materially change the scope of the Project or the uses of the Project. Except as otherwise set forth herein or unless otherwise agreed in writing by the City, the construction, development and operation of the Property and the Project shall be in substantial conformity with the Proposal.

k. Developer shall not materially alter the Plans approved by the City without the prior written consent of the City, which consent may be withheld in the City's reasonable discretion.

l. Developer Covenants that construction of the Project shall proceed and be completed substantially in accordance with the construction schedule approved by the City.

m. Developer will conform and comply with, and will cause the Project to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including, without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City, all environmental laws, rules, regulations and ordinances.

- n. Developer covenants that it will perform and observe the covenants contained in, and the Project will conform and comply with, the covenants, restrictions, documents or instruments governing the Property.
- o. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with the development, construction, management and operation of the Project.
- p. From time to time at the request of the City, Developer shall provide financial information relating to the Project to the City, which information shall be in form and content reasonably acceptable to the City.
- q. Owner agrees to pay timely all generally applicable property taxes assessed and levied in connection with the Property under applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time (including taxes and assessments due the year of Closing, if any); provided, however, that Owner shall have the right to lawfully dispute in good faith the property taxes or assessment for the Property so long as Owner otherwise complies with this Agreement, including, without limitation, payment by Owner of any required PILOT Payment; provided further that, except for good faith protests in cases of material inaccuracies, if Owner protests the assessment of the Property, then no payments of the Tax Increment Grant shall be due during the pendency of such appeal, and the City may reduce the total maximum principal amount of the Tax Increment Grant by the City's reasonable costs (including reasonable attorneys' fees) spent in connection with such appeal. Owner understands that a lower property tax liability will likely lower its Tax Increment Grant payments, and if any grant installments were previously made based on a higher property tax liability, Owner shall promptly reimburse the City for any overpayments of the Tax Increment Grant if the property taxes are later lowered. Nothing in this Agreement shall impair any statutory rights of the City and other taxing authorities with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes.
- r. Developer understands and agrees that its use of the Property shall be subject to the terms and conditions of all recorded documentation.
- s. Developer shall comply with the requirements of all Third-Party Sources, including, without limitation, all requirements of the State of Wisconsin LIHTC program and the federal LIHTC program.

The representations and warranties contained herein shall be true and correct at all times as required by this Agreement. Developer shall comply with all covenants contained herein at all times during the term of this Agreement.

6. Defaults and Remedies.

a. *Default by Developer.* The occurrence of any one or more of the following events shall constitute a default (“Default”) hereunder:

i. Developer shall fail to pay any amounts due from it under this Agreement within ten (10) days after written notice of nonpayment from the City to Developer; or

ii. Any representation or warranty made by Developer in this Agreement, or any document or financial statement delivered by Developer pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given (or, alternatively, as of the date specified for such representation or warranty, if other than when made or given); or

iii. Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations (other than payment obligations, which is addressed in subparagraph i above, and the specific defaults listed in subparagraphs iv through x below) under this Agreement, and such failure shall continue for thirty (30) 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 30-day period, is diligently pursuing the cure of the default (any member of Owner or any lender providing financing to Owner may cure any Developer default and the City shall accept such cure as though it were tendered by Developer); or

iv. Construction of the Project shall be abandoned for more than sixty (60) consecutive days, or if Project Completion is not achieved on or before the Project Completion Deadline, or if any portion of the Project shall be damaged by fire or other casualty and not promptly repaired, rebuilt or replaced; or

v. Developer shall: (A) become insolvent or generally not pay, or be unable to pay, or admit in writing its/his inability to pay, its debts as they mature; or (B) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (C) become the subject of an “order for relief” within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (D) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it/him, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or (E) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after its/his appointment; or (F) adopt a plan of complete liquidation of its assets; or

vi. If Developer shall dissolve or shall cease to exist; or

vii. A default shall occur and remain beyond any applicable notice and cure periods on any other indebtedness of or loan to Developer, including, but not limited to, any Third-Party Financing, or a default shall occur and remain beyond any applicable notice and cure periods under any mortgage or other lien or encumbrance affecting the Property or the Project.

b. *City Remedies.* In the event of Default by Developer, the City, may take any one or more of the following actions:

i. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure its default and continue its performance under this Agreement.

ii. The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Agreement, including securing an injunction to prevent harm.

iii. The City may terminate this Agreement.

iv. Upon the occurrence of any Default, any amounts due to the City shall accrue interest at the rate of one percent (1%) per month.

c. *Indemnification.* Developer shall indemnify, save harmless and defend the City and its respective employees, officers, volunteers, and elected and appointed officials, 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 (i) because of any Default or (ii) because of any injuries or damages received or sustained by any persons or property on account of or arising out of the construction and/or operations of the Project and the Property to the extent caused by the negligence or willful misconduct on Developer's part or on the part of its agents, contractors, subcontractors, invitees or employees, at any time. Prior to the Effective Date, Developer shall provide the City with evidence that Developer has in force such insurance policies and coverage in compliance with the City's requirements and other agreements as set forth on Exhibit E attached hereto sufficient to cover its obligations under this section. This Section 6.c shall survive termination of this Agreement.

7. Termination. Except for the terms which expressly survive termination and provided no Default exists, this Agreement shall terminate upon the latest to occur of (i) Project Completion, (ii) termination of TID 8, and (iii) Developer's payment in full of all required PILOT Payments.

8. Transfers; Assignment. Prior to Permanent Financing Closing, Owner shall not, directly or indirectly, sell, assign, transfer, convey, mortgage or encumber the Property or a portion or transfer/assign any rights under this Agreement unless it first obtains the prior written consent of

the City, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that if no Default exists, (i) Owner may transfer the Property to an entity controlled by or under common control with Gorman without such consent without releasing Developer's liabilities hereunder upon (A) reasonable prior written notice to the City and (B) such transferee executing a joinder to this Agreement which is acceptable to the City, (ii) Owner may grant mortgages of the Property and collateral assignments of this Agreement to Third-Party Sources, provided such mortgages are recorded after the Memorandum, (iii) Owner may transfer equity interests in Owner to one or more parties in connection with Owner's closing of the Tax Credit Equity, upon reasonable prior written notice to the City; (iv) the investor member of Owner may remove the managing member of Owner in accordance with Owner's organizational documents; and (v) Owner may collaterally assign this Agreement to one or more lenders providing financing for the Project. From and after Permanent Financing Closing, no such City consent shall be required.

9. 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 any of the parties hereto, 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 under (1), (2) or (3) is caused

by circumstances which would otherwise constitute Force Majeure under this Agreement if such party were the affected person.

10. Miscellaneous.

a. Assignment. Developer shall not have the right to assign this Agreement to any other party without the prior written consent of the City prior to Project Completion, which consent may be withheld in the City's reasonable discretion, except for any assignment that is explicitly allowed by this Agreement without the consent of the City. Following the Project Completion, Developer shall have the right to assign this Agreement to any other party without the prior written consent of the City provided that the assignee has accepted all rights duties and obligations of the Developer under this Agreement. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties and shall run with the land.

b. Recording. Recording of this Agreement is prohibited except for the recording of the Memorandum.

c. Notices. All notices hereunder must be in writing and must be sent by either (i) United States registered or certified mail (postage prepaid), or (ii) by an independent overnight courier service, addressed to the addresses specified below:

Notices to Developer:

Gorman & Company, LLC
200 N. Main St.
Oregon, Wisconsin 53575
Attn: President

with a copy to:

Reinhart Boerner Van Deuren s.c.
1000 N. Water St. Ste. 1700
Milwaukee, Wisconsin 53202
Attn: Stephen Elliott

Notices to Owner:

Riverview Lofts Wausau, LLC
c/o Gorman & Company, LLC
200 N. Main St.
Oregon, Wisconsin 53575
Attn: President

with a copy to:

Reinhart Boerner Van Deuren s.c.
1000 N. Water St. Ste. 1700
Milwaukee, Wisconsin 53202
Attn: Stephen Elliott

Notices to the City:

City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: City Clerk

with a copy to:

City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: City Attorney

Notices given by mail are deemed delivered within (3) three business days after the party sending the notice deposits the notice in the United States Post Office. Notices delivered by courier are deemed delivered on the next business day after the party delivering the notice timely deposits the Notice with the courier for overnight (next day) delivery.

d. 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.

e. Waiver; Amendment. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and then only to the extent specifically set forth in writing. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

f. Entire Agreement. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.

g. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of Developer and the City, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by Developer or the City, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to construction of the Project.

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

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

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

k. Relationship of Parties. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between the City and Developer.

l. Captions and Interpretation. The captions of the articles and sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.

m. Counterparts/Electronic Signature. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. The exchange of copies of this Agreement and of signature pages hereto by electronic mail, or other electronic transmission of a scanned document, shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by electronic transmission of a scanned document (including, without limitation, documents in DocuSign, AdobeSign or Adobe PDF format) shall be effective as delivery of a manually executed document and shall be deemed to be their original signatures for all purposes in connection with this Agreement.

11. Joint and Several Obligations. If Developer consists of more than one entity, each such entity shall be jointly and severally liable for the payment and performance of all obligations of Developer under this Agreement and the City may bring suit against each such entity, jointly or severally, or against any one or more of them.

12. Planning Option. The parties agree that this Agreement is the only agreement between the City and Developer relating to the sale/purchase and redevelopment of the Property. To the extent not already terminated or expired, the parties agree that the Planning Option between the City and Gorman dated as of December 8, 2021 (as amended to date, the “Planning Option”) is terminated and of no further effect. The City’s obligations under this Agreement are further conditioned upon Developer providing the City with a written acknowledgment from Gorman that the Planning Option is terminated and of no further effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first printed above.

DEVELOPER:

GORMAN & COMPANY, LLC,
a Wisconsin limited liability company

By: _____
Name: Micheal Redman
Title: Secretary

RIVERVIEW LOFTS WAUSAU, LLC,
a Wisconsin limited liability company

By: Riverview Lofts Wausau MM, LLC,
a Wisconsin limited liability company,
its managing member

By: GEC Riverview Lofts Wausau, LLC,
a Wisconsin limited liability company,
its manager

By: Gorman & Company, LLC,
a Wisconsin limited liability company,
its manager

By: _____
Name: Micheal Redman
Title: Secretary

THE CITY

CITY OF WAUSAU

By: _____
Katie Rosenberg, Mayor

Attest: _____
Kaitlyn Bernarde, Clerk

*Signature Page to
Purchase and Development Agreement
(Riverview Lofts)*

Schedule A

MORTGAGE LENDERS

[Attached.]

Gorman & Company

Project & Feasibility Summary

Project Name	Riverview Lofts	Developer:	Gorman & Company	Date:	3/4/2024
Address	415 South First Avenue	Development Stage:	Initial Feasibility Model		
City	Wausau	County	Marathon	State	Wisconsin
Occupancy:	Family	Development Type	New Construction	Building Type:	Multi-story Elevator
Project Type	LIHTC only	LIHTC Type	4%	Located in QCT or otherwise eligible for basis boost:	Yes

Additional Project Information (assumption, description, notes, or version details)

Unit Mix, Rent, & Building Summary

Unit Mix Summary					Building Area Summary	
Residential	# Units	%	Sq. Ft.	%		Sq. Ft.
LIHTC/Affordable	56	100.0%	47,312	100.0%	Total Residential Living Area	47,312
Market Rate					Common Space (community room, offices, hallways)	38,862
Total Residential	56		47,312		Net Residential Area	86,174
LIHTC Applicable Fraction		100.0%			Underground Parking	_____
					Gross Floor Area (SF):	86,174

Other Income

Type	Monthly	Annual
Laundry, Vending, Application Fees, Etc.	\$933	\$11,200
Parking		

Summary by AMI

AMI	Units	%
30%	12	21%
50%	22	39%
60%		
80%	22	39%
	56	100%

LIHTC/Affordable Units

# Bed room(s)	Description (optional)	Set Aside	# Units	Area (Sq. Ft.)	Utility Allowance	Net Rent	Monthly Rent
1		30%	5	578	\$78	\$459	\$2,295
1		50%	7	578	\$78	\$760	\$5,320
1		80%	4	578	\$78	\$990	\$3,960
2	SUB HOME	30%	3	873	\$94	\$551	\$1,653
2		50%	10	873	\$94	\$917	\$9,170
2		80%	15	873	\$94	\$1,440	\$21,600
3	SUB HOME	30%	4	1,150	\$110	\$635	\$2,540
3	LOW HOME	50%	4	1,150	\$110	\$1,055	\$4,220
3		50%	1	1,150	\$110	\$1,055	\$1,055
3		80%	3	1,090	\$110	\$1,650	\$4,950
			56				\$56,763

Gross Rent	Sec 42 Limit	% of Limit	Income Limits
\$537	\$537	100.0%	\$21,480
\$838	\$895	93.6%	\$35,800
\$1,068	\$1,432	74.6%	\$57,280
\$645	\$645	100.0%	\$25,800
\$1,011	\$1,075	94.0%	\$43,000
\$1,534	\$1,720	89.2%	\$68,800
\$745	\$745	100.0%	\$29,800
\$1,165	\$1,241	93.9%	\$49,640
\$1,165	\$1,241	93.9%	\$49,640
\$1,760	\$1,986	88.6%	\$79,440

Gorman & Company

Project & Feasibility Summary

Net Operating Income, DCR, Cash Flow, & Operating Expenses					
Net Operating Income, DCR, Cash Flow			Monthly	Annual	
Gross Rental Income			\$56,763	\$681,156	
Other Income			\$933	\$11,200	
Total Gross Income			\$57,696	\$692,356	
Less Residential Vacancy	5.0%			(\$34,058)	
Less Other Vacancy	5.0%			(\$560)	
Effective Gross Income				\$657,738	
Operating Expenses				\$387,884	
Net Operating Income				\$269,854	
Total Annual Hard Debt Service				\$234,537	
Debt Service Coverage (DCR) - Year 1				1.151	
Cash Flow				\$35,316	

Operating Expenses			Annual	Per Unit
Advertising			\$5,000	\$89
Insurance			\$31,000	\$554
Legal / Accounting			\$10,000	\$179
Repairs & Maintenance			\$17,500	\$313
Administrative Costs			\$29,000	\$518
Utilities			\$55,000	\$982
Payroll			\$100,000	\$1,786
Contracted Services			\$15,000	\$268
Management Fees			\$39,464	\$705
Tax Credit Fees			\$2,520	\$45
Oper Costs/Turnover			\$5,000	\$89
Real Estate Taxes			\$61,600	\$1,100
Subtotal			\$371,084	\$6,627
Replacement Reserves			\$16,800	\$300
Total			\$387,884	\$6,927

LIHTC & PERMANENT DEBT DETAIL

Tax Credit Equity									
Credit Type	Annual Credit	Years	Pricing	Owner %	Total Equity				
LIHTC	\$911,018	X 10	X \$0.840	X 99.89%	\$7,644,133	=			
State LIHTC	\$710,764	X 6	X \$0.720	X 100.00%	\$3,078,153	=			

Permanent Debt Information					
Source	Amount	Interest	Term	Amort	Annual Pmt
WHEDA First Mortgage	\$3,310,000	6.30%	18	35	\$234,537
Wausau CDA Funds	\$650,000	3.00%	18	35	
WHEDA Housing Trust Funds	\$375,000				
AHP	\$1,000,000		16	40	
Wausau Neighborhood Investment	\$1,750,000				
City of Wausau via LSS	\$650,000	6.30%	16	16	\$65,651
Deferred Developer Fee	\$434,913				

Gorman & Company

Project & Feasibility Summary

SOURCES & USES SUMMARY			
SOURCES	FINANCING	PER UNIT	%
WHEDA First Mortgage	\$3,310,000	\$59,107	17.5%
Wausau CDA Funds	\$650,000	\$11,607	3.4%
WHEDA Housing Trust Funds	\$375,000	\$6,696	2.0%
AHP	\$1,000,000	\$17,857	5.3%
Wausau Neighborhood Investment	\$1,750,000	\$31,250	9.3%
City of Wausau via LSS	\$650,000	\$11,607	3.4%
Deferred Developer Fee	\$434,913	\$7,766	2.3%
LIHTC	\$7,644,133	\$136,502	40.5%
General Partner Equity	\$100	\$2	0.0%
State LIHTC	\$3,078,153	\$54,967	16.3%
Total	\$18,892,300	\$337,362	100.0%
USES	COST	PER UNIT	%
I. Acquisition Cost			
Land	\$260,000	\$4,643	1.4%
TOTAL ACQUISITION COST	\$260,000	\$4,643	1.4%
II. Hard Construction Costs			
New Construction	\$9,073,294	\$162,023	48.0%
Rehabilitation			
Site Work	\$2,286,112	\$40,823	12.1%
Other (Demo, Landscaping, Off-site, Personal Property)	\$150,000	\$2,679	0.8%
SUBTOTAL HARD COSTS	\$11,509,406	\$205,525	60.9%
Contractor Profit	5.0% \$581,805	\$10,389	3.1%
Contractor Overhead & General Requirements	7.0% \$867,472	\$15,491	4.6%
Contingency	5.0% \$654,269	\$11,683	3.5%
Misc. Other Hard Costs	\$181,817	\$3,247	1.0%
TOTAL HARD CONSTRUCTION COSTS	\$13,794,769	\$246,335	73.0%
III. Professional Fees			
Architect Fee - Design & Supervision	\$435,000	\$7,768	2.3%
Other (Eng, Env. Reports, Mkt Study, Appraisal, etc.)	\$368,000	\$6,571	1.9%
IV. Construction Financing Costs	\$1,148,100	\$20,502	6.1%
V. Permanent Financing Costs	\$60,000	\$1,071	0.3%
VI. Syndication & Organization Costs	\$50,000	\$893	0.3%
VII. Miscellaneous Soft Costs	\$395,000	\$7,054	2.1%
VIII. Developer's Overhead & Fees			
Developer's Fee	\$1,428,087	\$25,502	7.6%
Misc. Fees (Consultant, Co-developer, Non-profit)	\$434,913	\$7,766	2.3%
IX. Tax Credit Fees	\$132,220	\$2,361	0.7%
IX. Project Reserves			
Operating Reserves	\$311,211	\$5,557	1.6%
Other	\$75,000	\$1,339	0.4%
SUBTOTAL SOFT COSTS	\$4,837,531	\$86,384	25.6%
TOTAL DEVELOPMENT COSTS	\$18,892,300	\$337,362	100%
Gap Analysis	TOTAL		
Total Sources of Funds	\$18,892,300		
Total Development Costs	\$18,892,300		
Oversourced / (Undersourced)			

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That part of Lot 1 in Block 1 of Stewart and Alexander's 2nd Add. to Wausau; and also that part of the unplatted portion of Government Lot 4 of Section 26, Township 29 North, Range 7 East, in the City of Wausau, Marathon County, Wisconsin, bounded and described as follows: Beginning at the intersection of the South line of Stewart Avenue extended East, in the City of Wausau, with the East line of First Avenue, also called Harrison Boulevard; thence East, along said South line of Stewart Avenue extended East, 48 feet; thence Northeasterly, by an angle to the right of 113° and 59', 139 feet; thence West 102.35 feet to a point on the East line of First Avenue, also called Harrison Boulevard, which is 128.7 feet North of the point of beginning; thence South on and along the East line of First Avenue, 128.7 feet to the point of beginning; EXCEPTING therefrom, however, the rights and privileges granted to the City of Wausau for sewage purposes, by Agreement recorded in the office of Register of Deeds for Marathon County, Wisconsin, in Deed Book 305 on page 570; also Excepting therefrom the rights and privileges contained in a Warranty Deed recorded in said Register's office in Deed Book 378 on page 27.

Also, that part of Government Lot 4 of Section 26, Township 29 North, Range 7 East, in the City of Wausau, Marathon County, Wisconsin, described as follows: Commencing at the intersection of the South line of Stewart Avenue extended East, in the City of Wausau, with the East line of First Avenue, also called Harrison Boulevard; thence East, along the South line of Stewart Avenue extended East 48 feet; thence Northeasterly, by an angle to the right of 113° and 59' 139 feet; thence Northeasterly, by an angle to the left of 168° and 24', 173.3 feet; thence Northeasterly, by an angle to the left of 135° and 45', 95.2 feet; thence Northeasterly, by an angle to the right of 149° and 12', 41.3 feet to the Southerly line of the right of way of the Chicago and Northwestern Railroad Company; thence Southwesterly, along said Southerly line of said railroad right of way, 347 feet, more or less, to the intersection of said Southerly line of said railroad right of way and the Easterly line of said First Avenue; thence South along said Easterly line of Frist Avenue, 211.9 feet to the place of beginning; excepting that part described in Deed recorded in the office of the Register of Deeds from Marathon County, Wisconsin, in Deed Book 383 on page 64; and excepting the rights and privileges granted to the City of Wausau for sewage purposes by agreement recorded in said Register's office in Deed Book 305 on page 570; excepting any part thereof used for highway purposes; and subject to easements of record.

Excepting therefrom land conveyed in Quit Claim Deed recorded January 10, 2019, as Document No. 1773087 and described as Parcel 78 of Transportation Project Plat 6999-18-03-4.03, recorded as Document No. 1760657, recorded in Marathon County, Wisconsin.

For informational purposes only

Property Address: 415 S 1st Ave, Wausau, WI 54401 Tax Key Number: 291-2907-264-070

EXHIBIT B

PROJECT COST BREAKDOWN

[Attached.]

SOURCES					
Debt		Amount	Percent	Per Unit	
Debt A:	First Mortgage	3,685,000	19.3%	65,804	
Debt B:	Wausau CDA Funds	650,000	3.4%	11,607	
Debt C:	TID Grant	650,000	3.4%	11,607	
Subtotal		4,985,000	26.1%	89,018	
Other Sources			Amount	Percent	Per Unit
Category	Sources	S&U Detail			
WI_Public	AHP		1,000,000	5.2%	17,857
Local_Grant	Wausau Neighborhood Investment		1,750,000	9.2%	31,250
Deferred_Fee	Developer Fee		669,667	3.5%	11,958
Tax_Credits	Low Income Housing Tax Credits		10,698,256	56.0%	191,040
Equity	Developer Cash		100	0.0%	2
Subtotal			14,118,023	73.9%	252,108
TOTAL SOURCES			19,103,023	100.0%	341,125

USES					
		Amount	% of Cost	Per Unit	
ACQUISITION COSTS		260,000	1.4%	4,643	
Land Cost	n/a psf	260,000	1.4%	4,643	
CONSTRUCTION COSTS		13,733,226	71.9%	245,236	
Residential Building		9,196,301	48.1%	164,220	
Parking	n/a per stall	150,000	0.8%	2,679	
On-site Work		1,995,690	10.4%	35,637	
General Requirements		519,455	2.7%	9,276	
Builder's Overhead		218,171	1.1%	3,896	
Builder's Profit		556,336	2.9%	9,935	
Construction Contingency		584,153	4.6%	10,431	
Other		513,120	2.7%	9,163	
PERMITS/FEES		150,000	0.8%	2,679	
Permits/Inspection		150,000	0.8%	2,679	
PROFESSIONAL SERVICES		972,443	5.1%	17,365	
Accounting		15,000	0.1%	268	
Appraisals		6,500	0.0%	116	
Architectural & Engineering Fees		512,742	2.7%	9,156	
Cost Certification/Audit		8,500	0.0%	152	
Environmental Assessment Consultant		15,000	0.1%	268	
FF&E		75,000	0.4%	1,339	
Geotech Consultant		5,000	0.0%	89	
Legal - Development		95,000	0.5%	1,696	
Market Research		8,000	0.0%	143	
Marketing/Leasing		10,000	0.1%	179	
P&P Bond		126,701	0.7%	2,263	
Soft Cost Contingency		25,000	0.1%	446	
Survey		15,000	0.1%	268	
Other		55,000	0.3%	982	
FINANCING COSTS		1,740,256	9.1%	31,076	
Bond - Issuance Fee		139,500	0.7%	2,491	
Construction Period Interest		1,000,000	5.2%	17,857	
Insurance - Builder's Risk		75,000	0.4%	1,339	
Insurance - Hazard/Liability		51,358	0.3%	917	
Lender Legal		125,000	0.7%	2,232	
Loan Origination Fees		82,640	0.4%	1,476	
Real Estate Taxes During Construction		50,000	0.3%	893	
Syndication Fees		50,000	0.3%	893	
Tax Credit & Compliance Fees		126,758	0.7%	2,264	
Title & Recording		40,000	0.2%	714	
DEVELOPER FEE		1,863,000	9.8%	33,268	
Developer Fee		1,863,000	9.8%	33,268	
CASH ACCOUNTS/ESCROWS/RESERVES		384,098	2.0%	6,859	
Replacement Reserves		384,098	2.0%	6,859	
TOTAL USES		19,103,023	100%	341,125	

EXHIBIT C

FORM OF RECORDABLE SHORT FORM MEMORANDUM

[Attached.]

**MEMORANDUM OF
DEVELOPMENT AGREEMENT
(Riverview Lofts)**

Document Number

Document Name

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT (this “Memorandum”) is made and entered into as of the ____ day of _____, 202__ **[NTD: TO BE DATED AND RECORDED THE DATE OF THE TRANSFER OF THE PROPERTY FROM THE CITY TO OWNER]**, by and between the **CITY OF WAUSAU**, a Wisconsin municipal corporation located at 407 Grant Street, Wausau, WI 54403 (the “City”), on the one hand, and **GORMAN & COMPANY, LLC**, a Wisconsin limited liability company (“Gorman”), and **RIVERVIEW LOFTS WAUSAU, LLC**, a Wisconsin limited liability company (“Owner”), both with offices located at 200 N. Main St., Oregon, Wisconsin 53575 (“Owner” and, together with Gorman, the “Developer”), on the other hand (the City and Developer are referred to herein, collectively, as the “Parties”).

WHEREAS, the Parties entered into a certain Purchase and Development Agreement (Riverview Lofts) dated as of [REDACTED], 2024 (as may be amended from time to time, the “Development Agreement”) with respect to certain property described on Exhibit A attached hereto (the “Property”); and

WHEREAS, on even date herewith, the Owner, an affiliate of Gorman, has purchased from the City the Property pursuant to the terms of the Development Agreement; and

WHEREAS, the Parties desire to place this Memorandum of record in the real estate records for Marathon County, Wisconsin to provide notice to third parties of the Development Agreement.

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

1. Development Agreement.

a. Notice is hereby given that the Parties have entered into the Development Agreement affecting the Property. Until termination of the Development Agreement, the Development Agreement runs with the Property and is binding upon, benefits and burdens the Property, Developer and any subsequent owner and/or mortgagee of all or any portion of the Property and each of their successors and assigns. The Development Agreement imposes certain

Recording Area

Name and Return Address

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

See Exhibit A attached

Parcel Identification Number (PIN)

This is not homestead property.

obligations, liabilities and restrictions on the owners and/or mortgagees of all or any portion of the Property.

b. The term of the Development Agreement commenced as of the effective date of the Development Agreement and terminates as provided therein.

c. The Development Agreement contains certain rights of the City to require the Developer to transfer the Property back to the City if certain conditions are not satisfied, as set forth in the Development Agreement.

d. The Development Agreement contains certain rights of the City to receive a payment in lieu of taxes in the event the Property, or any part of it, becomes exempt or partially exempt from general property taxes during the term of the Development Agreement, as set forth in the Development Agreement.

2. Miscellaneous.

a. The terms, conditions and other provisions of the Development Agreement are set forth in the Development Agreement, express reference to which is made for greater particularity as to the terms, conditions and provisions thereof. A copy of the Development Agreement is available upon request from the City at the offices of the City Clerk.

b. This Memorandum is not a complete summary of the Development Agreement. Provisions in this Memorandum shall not be used to interpret the provisions of the Development Agreement. In the event of conflict between this Memorandum and the unrecorded Development Agreement, the unrecorded Development Agreement shall control.

c. This Memorandum may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the Parties.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first set forth above.

DEVELOPER:

GORMAN & COMPANY, LLC,
a Wisconsin limited liability company

By: [EXHIBIT - NOT FOR SIGNATURE]

Name: _____

Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 20____, _____, to me known to be the person who executed the foregoing instrument and to me known to be the _____ of GORMAN & COMPANY, LLC, a Wisconsin limited liability company, a Wisconsin limited liability company, and acknowledged that s/he executed the foregoing instrument as such authorized representative of said entity and with its authority.

Print Name: _____

Notary Public, State of Wisconsin

My commission: _____

OWNER:

RIVERVIEW LOFTS WAUSAU, LLC,
a Wisconsin limited liability company

By: Riverview Lofts Wausau MM, LLC,
a Wisconsin limited liability company,
its managing member

By: GEC Riverview Lofts Wausau, LLC,
a Wisconsin limited liability company,
its manager

By: Gorman & Company, LLC,
a Wisconsin limited liability company,
its manager

By: [EXHIBIT - NOT FOR SIGNATURE]

Name: _____

Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 20_____,
_____, to me known to be the person who executed the foregoing instrument
and to me known to be the _____ of Gorman & Company, LLC, a
Wisconsin limited liability company, the manager of GEC Riverview Lofts Wausau, LLC, a
Wisconsin limited liability company, the manager of Riverview Lofts Wausau MM, LLC, a
Wisconsin limited liability company, the managing member of RIVERVIEW LOFTS WAUSAU,
LLC, a Wisconsin limited liability company, and acknowledged that s/he executed the foregoing
instrument as such authorized representative of said entity and with its authority.

Print Name: _____

Notary Public, State of Wisconsin

My commission: _____

THE CITY:

THE CITY OF WAUSAU, WISCONSIN

By: [EXHIBIT - NOT FOR SIGNATURE]
Katie Rosenberg, Mayor

Attest:

By: [EXHIBIT - NOT FOR SIGNATURE]
Leslie M. Kremer, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 20____, Katie Rosenberg and Leslie M. Kremer, 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:

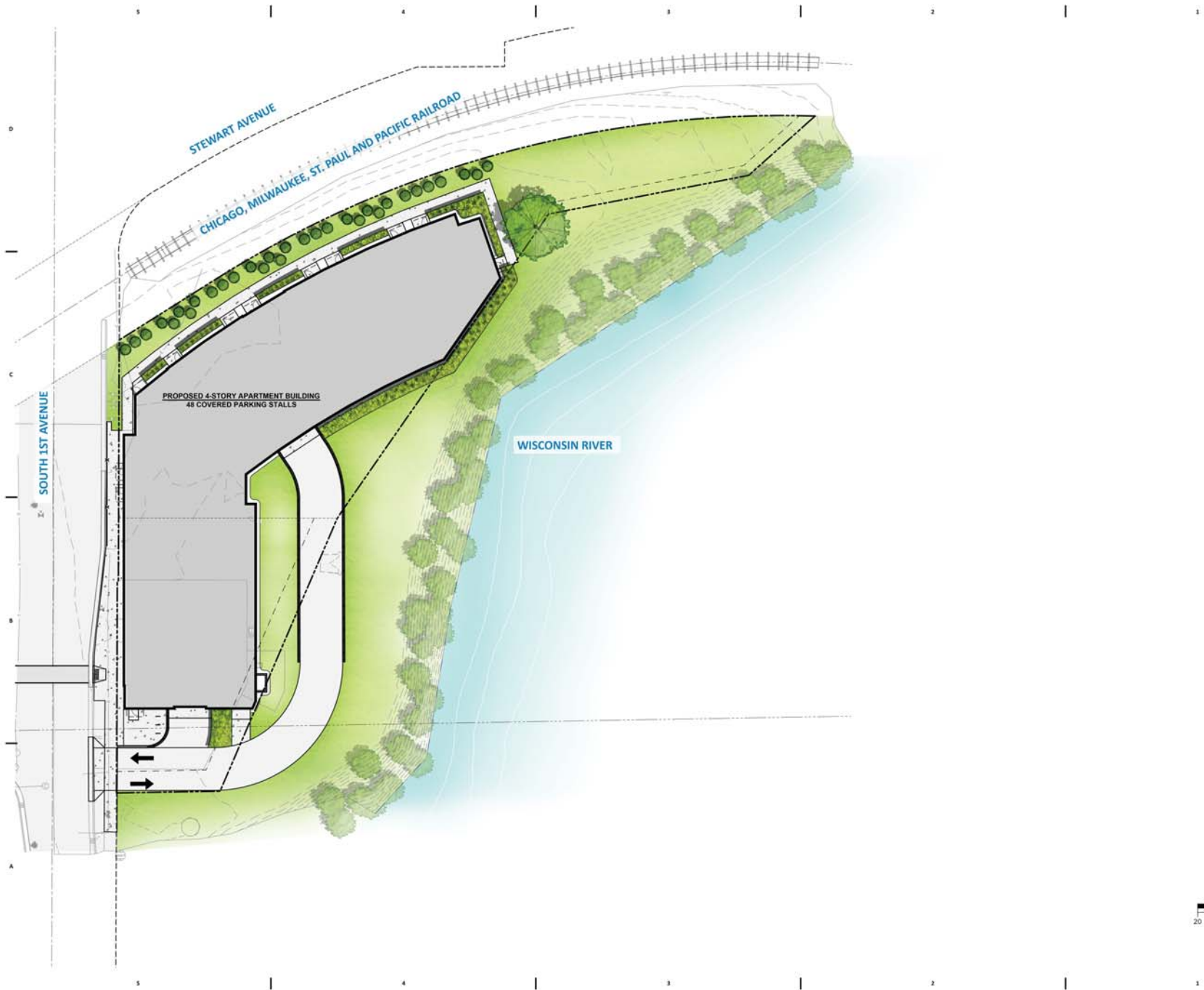
Jeffrey R. Schneider
Quarles & Brady LLP
33 East Main Street, Suite 900
Madison, Wisconsin 53703

EXHIBIT D

PRELIMINARY SITE PLAN OF THE PROJECT

[Attached.]

DESIGN DEVELOPMENT



CORPORATE OFFICE
200 N. MAIN STREET
OREGON, WI 53575



WESTSIDE COMMONS

REVIEW DRAWING
NOT TO BE USED FOR CONSTRUCTION
DATE OF ISSUE: 08-01-2024

415 SOUTH 1st AVENUE
WAUSAU, WI 54401

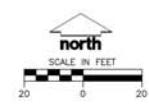
Issue Dates:

DATE	DESCRIPTION
2024.03.11	PERMIT SUBMITTAL SET

Project No.	2000-0126
Plot Date:	03/11/2024
Drawn by:	KJM
Checked by:	FMP
Approved by:	JLF

Sheet Title
SITE PLAN
RENDERING

Sheet No.



File: H:\PROJECTS\2024\01\20240111\000001.dwg, Plot Date: 03/11/2024 11:29:01 AM, User: jlf, Plot Number: 415, Location: 415 South 1st Avenue, Wausau, WI 54401, Gorman Architectural, LLC.

EXHIBIT E

CITY'S INSURANCE REQUIREMENTS

The Developer/Contractor shall not commence work until proof of insurance required has been provided in writing to the applicable department.

Developer/Contractor shall procure and maintain, during the term of this Contract, and for such length of time as is specified, if any, in the agreement or listed below, whichever is longer, insurance coverage in the following amounts and types:

- (a) 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.

- (b) 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.

- (c) 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.

- (d) 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.

- (e) Umbrella Liability Coverage at least as broad as the underlying Commercial General Liability, Automobile Liability, and Employer’s Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 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.

- (f) 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 sub-contractor of any tier.

(f) Applicable Requirements and Provisions for Liability Insurance of Developers/Sub-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.

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

ORDINANCE OF THE COMMON COUNCIL

Amending Section 9.20.030 Pickup and drop area.

Committee Action: *Pending*

Ordinance Number: 61-5958

Fiscal Impact: None

File Number: 24-0320

Date Introduced: March 26, 2024

The Common Council of the City of Wausau do ordain as follows:

Add ()

Delete ()

Section 1. That Section 9.20.030 – Pickup and drop area, is hereby amended to read as follows:

9.20.030 - Pickup and drop area.

There is designated a water ski (pickup and drop area) in the Wisconsin River on the south easterly side of ~~D.C. Everest~~ Bluegill Bay County Park for the water ski club authorized by the Park Commission to conduct water ski practices and performances.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect on the day after its publication.

Section 4. This ordinance shall sunset one year from the day after its publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk