



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

## OFFICIAL NOTICE AND AGENDA - AMENDED

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:	<b>COMMON COUNCIL OF THE CITY OF WAUSAU</b>
Date/Time:	<b>Tuesday, June 11, 2024 at 6:30 P.M.</b>
Location:	<b>City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers</b>
Members:	Carol Lukens, Michael Martens, Terry Kilian, Tom Neal, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Vicki Tierney, Lou Larson, Chad Henke

### Call to Order

Pledge of Allegiance / Roll Call / Proclamations

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

File #	CMT	Consent Agenda	ACT
24-0601	COUN	Approve Minutes of a previous meeting(s) (05/28/2024).	Place on file
24-0603	I&F PLAN	Joint Resolution Accepting dedication of right-of-way at 404 Franklin Street.	Approved 5-0 Approved 4-0,1
24-0604	I&F PLAN	Joint Resolution Approving Revised Green Tree Meadows Preliminary Plat.	Approved 5-0 Approved 5-0
96-0422	PH&S	Ordinance Amending Section 5.52.090 – Records required and Section 5.52.120 – Receipt required (Pawnbrokers, Secondhand Article Dealers and Secondhand Jewelry Dealers) to include the remainder of the acceptable forms of ID from the Wisconsin State Statute 134.71(8).	Approved 5-0
24-0605	ED	Approving Consent of Transfer and Waiver of Right of First Refusal for Property at 2105 N. 2nd Street (Thrive Properties, LLC).	Approved 4-0
24-0606	ED	Resolution Approving the Sale of 1717 Arlington Lane by the City of Wausau to Ghidorzi Investment I, LLC.	Approved 4-0
24-0609	PARK	Resolution Approving Contract with Travis Bellman Home and Trail for the 2024 Sylvan Hill Mountain Bike Park Flow Tech Downhill Mountain Bike Trail Addition.	Approved 5-0.
24-0108	PH&S	Resolution Approving Various Licenses as Indicated.	Approved 5-0

File #	CMT	Resolutions and Ordinances	ACT
24-0602	MAYOR	Mayor's Appointments	Placed on file
24-0514	ED	Vetoed Resolution Approving the Authorization for Request For Proposal for the North Riverfront Redevelopment Plan.	Approved 7-4 Vetoed 6/3/24
23-1109P	FIN	Resolution Approving 2024 Budget Modifications - Additional Soil Sampling and Soil Removal for the Riverside Rail Corridor and Park Remediation, BRRRTS # 02-37-584785.	Approved 3-0
23-1109Q	FIN	Resolution Approving 2024 Budget Modification – Able Stormwater Lift Station Rehabilitation.	Approved 5-0
23-1109R	FIN	Resolution Approving and Adopting a Budget Modification for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects - Supplement Existing Lead Line Replacement Study.	Approved 3-0
24-0607	FIN	Resolution Authorizing the Issuance and Sale of Up to \$12,420,999 Water System Revenue Bonds, Series 2024, and Providing for Other Details and Covenants with Respect Thereto.	Approved 3-0

### Suspend Rule 6(B) Filing and 12(A) Referral of Resolutions (2/3 vote required)

03-0311	WWW	Resolution Reviewing the 2023 Compliance Maintenance Annual Report for the Wastewater Plant.	Approved 3-0
19-0409	COUN	Resolution Terminating Liberation & Freedom Committee.	Pending
08-0917	FIN	Resolution Approving Parking Lot land Lease North First Street Holding Company LLC and First Wausau Tower Parking Stall Lease Agreement for the Properties 520 and 614 N 1st Street – Parking Lot 15.	Pending

Public Comment & Suggestions

Adjournment

Signed by Mayor Doug Diny

Members of the public who do not wish to appear in person may view the meeting live on the Internet, by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail [kaitlyn.bernarde@ci.wausau.wi.us](mailto: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 06/06/2024 @ 12:00 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](mailto:ADAServices@ci.wausau.wi.us) to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

**OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL**  
held on Tuesday, May 28, 2024, in Council Chambers, beginning at 6:30 p.m.,  
Mayor Doug Diny presiding.

**Roll Call**

**05/28/2024**

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, Terry	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	YES
10	Larson, Lou	YES
11	Henke, Chad	YES

**Consent Agenda**

**05/28/2024**

Motion by Watson, seconded by Tierney, to adopt all the items on the Consent Agenda as follows:

**24-0501** from the Common Council to Approve Minutes of a previous meeting(s) (05/14/2024).

**24-0513** Resolution from the Finance Committee Approving the 2024 Community Development Block Grant Program Allocation.

**24-0515** Resolution from the Infrastructure & Facilities Committee Accepting Permanent Easement with Sarah Thompson and Laura Fitzsimmons Revocable Trust of 2022 at 1937-1939 Milwaukee Avenue for Access to the Northwestern Lift Station.

**24-0516** Resolution from the Infrastructure & Facilities Committee Accepting Easement with Wisconsin Public Service for the installation of gas facilities at 144 West Washington Street.

**24-0518** Resolution from the Infrastructure & Facilities Committee Approving the Adoption of the Safe Routes To School Plan as prepared by North Central Wisconsin Regional Planning Commission.

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

**24-0502**

**05/28/2024**

Motion by Lukens, seconded by Watson, to approve Mayor's Appointments of Brian Fox to the Business Improvement District Board; Veronica Hope to the Transit Commission.

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

**02-0433**

**05/28/2024**

Nominations for Wausau Water Works Commission were opened.

Rasmussen nominated Sarah Watson. Watson accepted the nomination.

Larson nominated Chad Henke. Henke did not accept the nomination.

*Without objection*, a unanimous ballot was cast for Sarah Watson to the Wausau Water Works Commission for the remainder of the 2024-2026 term.

**24-0514**

**05/28/2024**

Motion by Lukens, seconded by Neal, to adopt the Resolution from the Economic Development Committee Approving the Authorization for Request For Proposal for the North Riverfront Redevelopment Plan.

Larson stated opposition in that the funds could be used on other city needs and expressed confidence in the Economic Development Department's capability to redevelop this area without an outside consultant.

Gisselman questioned clarity on the need for redevelopment. It was stated that a number of previously industrial sites have moved out of the area leaving space for redevelopment and the site is challenging for redevelopment because of geographical constraints and the potential for a negative impact on the surrounding neighborhood. It was further stated the Economic Development Department did not have expertise in redevelopment of industrial superfund sites that require remediation. Gisselman further stated a need for public space on the river edge which should be a priority and stated support to ensure that priority.

Rasmussen stated agreement with Gisselman in support to balance between active public spaces and economic development for taxable purposes. It was stated a broad base of knowledge was needed to ensure that projects are weighted with the plan.

Kilian stated that planning is important and that city spending is an identified issue of residents in light of the recent property reevaluation. It was further stated that the passage of this request for proposal could spur future spending and that the needs of the residents are far more important than moving ahead on this request for proposal.

Henke stated the challenges with navigating the current location as it currently stands and stated that this was just a request for proposals and not an authorization for spending on a consultant at this time. It was further stated that a long-term plan that can be amended was needed as opposed to rushing through a new plan as development continues.

Neal stated this property is a prime piece of real estate and if a process is not started then the redevelopment of this area will be delayed.

Tierney questioned if a plan can be developed if portions of the industrial sites are not remediated and stated opposition for that reason.

Rasmussen stated the identified issues of residents are homelessness, affordable housing, and economic development and growth which is a part of this proposal and that not proceeding with projects funded in the current budget was not an identified issue. It was further stated that residents are asking for what will happen in this area prompting competent analysis of what should go here. It was stated that economic development prompts tax-base growth which provides the most taxpayer relief.

Lukens stated support for the request for proposal as it was needed to find out what could be developed in this area and that the request does not obligate the spending of funds.

Martens questioned if there was a master plan on the north river front. It was stated that a university student project created a plan as part of a graduate assignment. Martens stated the lack of a plan may impede development and echoed Gisselman's statements of balancing public space and development.

Larson questioned why the Economic Development Department was not able to produce a redevelopment plan themselves. It was stated that the department lacked the staffing capacity and expertise on particular challenges of this site as a previous industrial area.

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

Yes Votes: 7

No Votes: 4

Abstain: 0

Not Voting: 0

Result: PASSED

**Suspend the Rules**

**05/28/2024**

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

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

**23-11090**

**05/28/2024**

Motion by Rasmussen, seconded by Larson, to adopt the Resolution from the Finance Committee Approving 2024 Budget Modifications – Purchase of 10 Portable Motorola Radios.

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

**24-0519**

**05/28/2024**

Motion by Rasmussen, seconded by Henke, to adopt the Resolution from the Common Council Approving Intergovernmental Agreement for Weights and Measures Inspection with the Wisconsin Department of Agriculture, Trade and Consumer Protection.

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

**Closed Session**

**05/28/2024**

Motion by Lukens, seconded by Watson, to go into closed session pursuant to Section 19.85(1)(g) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved regarding Marathon County Case No. 24CV40 Green Acres at Greenwood Hills, LLC vs. City of Wausau.

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

**Adjourn**

**05/28/2024**

Motion by Larson, seconded by Neal, to adjourn the meeting. Motion carried. Meeting adjourned at 7:58 p.m.

Doug Diny, Mayor  
Kaitlyn Bernarde, City Clerk

**JOINT RESOLUTION OF THE INFRASTRUCTURE AND FACILITIES COMMITTEE AND PLAN COMMISSION**

Accepting dedication of right-of-way at 404 Franklin Street.

Committee Action: CISM: Approved 5-0; Plan: Approved 4-0, 1 Abstention

Fiscal Impact: Dedicating this right-of-way will allow for the creation of angled parking stalls along Franklin Street and 4<sup>th</sup> Street and installation of new sidewalk.

File Number: 24-0603

Date Introduced: June 11, 2024

**FISCAL IMPACT SUMMARY**

<b>COSTS</b>	<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>
<b>SOURCE</b>	<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> <span style="float: right;"><i>Annual Retirement</i></span>
	<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 Woodson YMCA Foundation Inc. is proposing the installation of angled parking stalls along Franklin Street and 4<sup>th</sup> Street at 404 Franklin Street; and

**WHEREAS**, installation of the proposed angled parking stalls would require the removal of the existing sidewalk; and

**WHEREAS**, in order to construct new sidewalk to maintain a public walk, the Woodson YMCA Foundation Inc. is proposing to dedicate the necessary right-of-way; and

**WHEREAS**, your Infrastructure and Facilities Committee reviewed the proposed dedication on May 9, 2024; and your Plan Commission reviewed the proposed dedication on May 21, 2024; and recommended approval;

**NOW, THEREFORE, BE IT RESOLVED** the Common Council of the City of Wausau does accept the dedication of right-of-way as shown on the accompanying Certified Survey Map, and the City Clerk is hereby instructed to have this resolution recorded in the office of the Marathon County Register of Deeds.

Approved:

---

Doug Diny, Mayor



**REI**

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING  
4080 N. 20TH AVENUE, WAUSAU, WI 54401  
(715) 675-9784

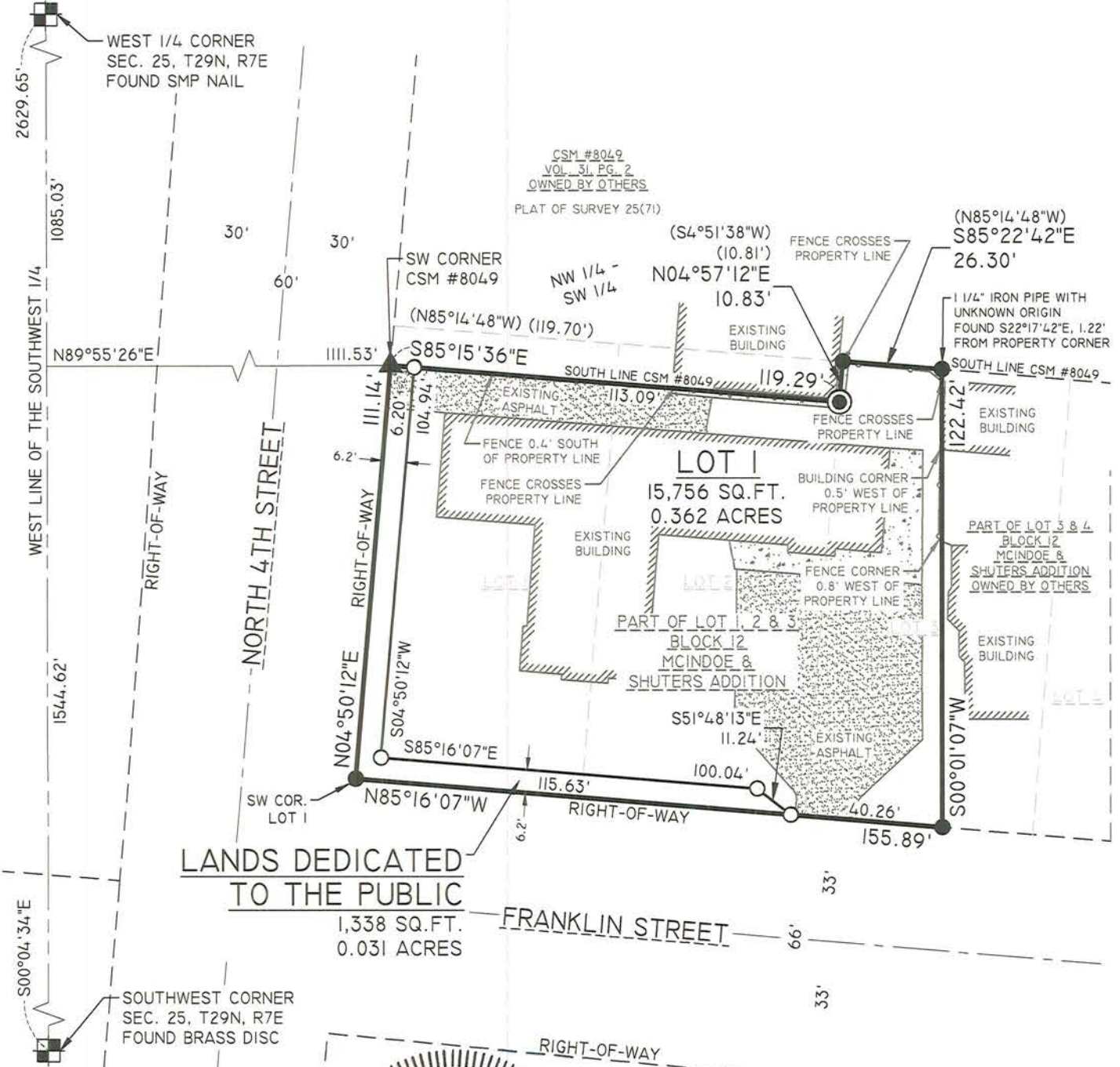
# MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. \_\_\_\_\_

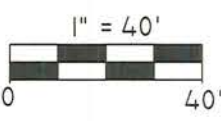
PREPARED FOR: WOODSON YMCA FOUNDATION INC.

LANDOWNER: WOODSON YMCA FOUNDATION INC.

PART OF LOT 1, 2, AND 3 OF BLOCK 12 OF MCINDOE & SHUTERS ADDITION,  
RECORDED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; LOCATED  
IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 29  
NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.



**LANDS DEDICATED TO THE PUBLIC**  
1,338 SQ. FT.  
0.031 ACRES



LEGEND	
	- 3/4 IN. IRON BAR FOUND
	- 1-1/4 IN. O.D. IRON PIPE FOUND
	- MAG NAIL FOUND
	- 1-1/4 IN. O.D. X 18 IN. IRON PIPE WEIGHING 1.68 LBS/LIN. FT. SET
(126')	- RECORDED BEARING/LENGTH
126.00'	- MEASURED BEARING/LENGTH

- NOTES:
1. FIELD SURVEY WAS COMPLETED ON 04-08-2024.
  2. BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM, NAD 83(2011) DATUM AND REFERENCED TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 29 NORTH, RANGE 7 EAST, MEASURED TO BEAR SOUTH 00°04'34" EAST.
  3. RIGHTS-OF-WAY SHOWN ARE BASED ON SURVEYS OF RECORD.



**REI**

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING  
4080 N. 20TH AVENUE, WAUSAU, WI 54401  
(715) 675-9784

# MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. \_\_\_\_\_

PREPARED FOR: WOODSON YMCA FOUNDATION INC.

LANDOWNER: WOODSON YMCA FOUNDATION INC.

PART OF LOT 1, 2, AND 3 OF BLOCK 12 OF MCINDOE & SHUTERS ADDITION, RECORDED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

### SURVEYOR'S CERTIFICATE

I JOSHUA W. PRENTICE, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2852, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF: THAT I HAVE SURVEYED, DIVIDED, AND MAPPED PART OF LOT 1, 2, AND 3 OF BLOCK 12 OF MCINDOE & SHUTERS ADDITION, RECORDED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 25; THENCE SOUTH 00°04'34" EAST, COINCIDENT WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 1085.03 FEET; THENCE NORTH 89°55'26" EAST, 1111.53 FEET TO THE SOUTHWEST CORNER OF CERTIFIED SURVEY MAP NUMBER 8049, RECORDED IN VOLUME 31, ON PAGE 2, AS DOCUMENT NUMBER 1027775, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE, THE EAST RIGHT-OF-WAY LINE OF NORTH 4TH STREET, AND THE POINT OF BEGINNING; THENCE SOUTH 85°15'36" EAST, COINCIDENT WITH THE SOUTH LINE OF SAID CERTIFIED SURVEY MAP NUMBER 8049, 119.29 FEET; THENCE NORTH 04°57'12" EAST, COINCIDENT WITH SAID SOUTH LINE OF CERTIFIED SURVEY MAP NUMBER 8049, 10.83 FEET; THENCE SOUTH 85°22'42" EAST, COINCIDENT WITH SAID SOUTH LINE OF CERTIFIED SURVEY MAP NUMBER 8049, 26.30 FEET; THENCE SOUTH 00°01'07" WEST, 122.42 FEET TO THE NORTH RIGHT-OF-WAY LINE OF FRANKLIN STREET; THENCE NORTH 85°16'07" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, 155.89 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 OF BLOCK 12 AND SAID EAST RIGHT-OF-WAY LINE OF NORTH 4TH STREET; THENCE NORTH 04°50'12" EAST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, 111.14 FEET TO SAID SOUTHWEST CORNER OF CERTIFIED SURVEY MAP NUMBER 8049 AND THE POINT OF BEGINNING.

THAT SAID PARCEL CONTAINS 17,094 SQUARE FEET, 0.392 ACRES, MORE OR LESS.

THAT I HAVE MADE THIS SURVEY AND MAP THEREOF AT THE DIRECTION OF WOODSON YMCA FOUNDATION INC., OWNER OF SAID PARCEL.

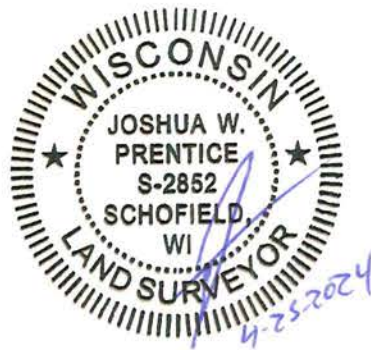
THAT SAID PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 236.34 OF THE WISCONSIN STATUTES, WISCONSIN ADMINISTRATIVE CODE A-E7, AND THE SUBDIVISION REGULATIONS OF THE CITY OF WAUSAU.

THAT THIS MAP IS A CORRECT AND ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF SAID PARCEL, AND OF THE DIVISION THEREOF MADE.

DATED THIS 25<sup>TH</sup> DAY OF APRIL 2024

REI  
JOSHUA W. PRENTICE  
WI P.L.S. S-2852



CITY OF WAUSAU COMMON COUNCIL APPROVAL CERTIFICATE  
RESOLVED, THAT THIS CERTIFIED SURVEY MAP IN THE CITY OF WAUSAU, WISCONSIN,  
IS HEREBY APPROVED BY THE COMMON COUNCIL.

DATE \_\_\_\_\_ APPROVED \_\_\_\_\_

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_





## INFRASTRUCTURE AND FACILITIES COMMITTEE

---

Date of Meeting: May 9, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Tom Neal, Sarah Watson

Also Present: Mayor Diny, Eric Lindman, Allen Wesolowski, Tara Alfonso, Jill Kurtzhals, Brad Lenz, Andrew Lynch, Dustin Kraege, Chad Abbiehl, Leo Gau, Lori Wunsch

### **Discussion and possible action on approval of dedication of right-of-way at 404 Franklin Street**

This item was taken out of agenda order.

Wesolowski explained that the installation of angled parking would take away the existing sidewalk. The dedication of right-of-way would allow a public sidewalk in the right-of-way. Henke asked if this would make the right-of-way wider. Wesolowski confirmed and added it is approximately 6.2' to provide room for angled parking and keep the sidewalk. Otherwise, the sidewalk would be on private property, which we would not want.

Larson moved to approve. Seconded by Neal and the motion passed 5-0.

**STAFF REPORT TO INFRASTRUCTURE AND FACILITIES  
COMMITTEE – May 9, 2024**

**AGENDA ITEM**

Discussion and possible action on dedication of right-of-way at 404 Franklin Street

**BACKGROUND**

The YMCA foundation is proposing angled parking stalls along Franklin Street and 4<sup>th</sup> Street. The angled parking stalls would remove the existing sidewalk. In order to construct new sidewalk to maintain a public walk, the YMCA Foundation is proposing to dedicate the right-of-way shown on the attached CSM.

**FISCAL IMPACT**

The land would be dedicated with no cost to the City.

**STAFF RECOMMENDATION**

Staff recommends accepting the right-of-way dedication if this committee agrees with the angled parking concept to add additional on-street parking.

Staff contact: Allen Wesolowski 715-261-6762

**April 25, 2024**



**City of Wausau**  
Attn: Eric Lindman  
Director of Public Works  
407 Grant Street  
Wausau, WI 54403



**Subject:** The Landings Expansion Project – Proposed Angled Parking & Skywalk Easement Requests.

**Dear Eric,**

Our team is representing The Landings/YMCA regarding the proposed addition to The Landing located at 707 N. 3<sup>rd</sup> Street. Our goal is to locate additional parking accommodations near the new main entrance to The Landing to accommodate the growth of the membership and the proposed facility expansion. This growth anticipates the construction of a skywalk from the Landing to the YMCA/Landing parking field located west of 3<sup>rd</sup> Street. We request this matter be brought before the May 9, 2024, Infrastructure Committee meeting for review and approval.

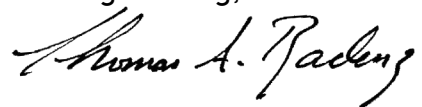
Our team has prepared the enclosed materials for review and approval:

- Preliminary Certified Survey Map depicting a suggested 20-foot Skywalk Easement over 3<sup>rd</sup> Street
  - o Accommodate the proposed construction of a skywalk from the new main entrance to The Landings to the Landings/YMCA parking field located west of 3<sup>rd</sup> Street
  - o Proposed purchase of Vacated Franklin Street to accommodate the skywalk and childcare open space needs
  - o The purchase of vacated Franklin Street will be brought before the Economic Development Committee for review and approval
- Proposed angled parking located on McIndoe, 4<sup>th</sup>, and Franklin Streets
- Preliminary Certified Survey Map to dedicate land for public sidewalk purposes along 4<sup>th</sup> Street and Franklin Street from 404 Franklin
- Dedication of 2 handicap parking stalls on 4<sup>th</sup> Street as shown in the attached drawings

The proposed angled parking will provide a valued resource to The Landing older community with mobility concerns. These parking stalls will also provide benefit to the Historical Society, local churches, and City Hall as each facility shares offsetting peak traffic hours. For this reason, we ask for a contribution from the City for the design and construction of these parking facilities.

We look forward to presenting this information to the Infrastructure Committee and a deeper conversation about how we can work together to serve our aging community. Please contact us if you need any additional information to complete the review and approval of this request. Thanks in advance for your help and cooperation with this matter.

Sincerely,  
REI Engineering, Inc.



Tom Radenz, PLS

Enclosures

cc. Bryan Bailey, YMCA, 707 N. 3<sup>rd</sup> Street, Wausau, WI 54403  
Chuck Ghidorzi, Ghidorzi Construction, Suite 300, 2100 Stewart Avenue, Wausau, WI 54401

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

<b>JOINT RESOLUTION OF THE INFRASTRUCTURE AND FACILITIES COMMITTEE AND PLAN COMMISSION</b>	
Approving Revised Green Tree Meadows Preliminary Plat.	
Committee Action:	CISM: 5-0; Plan Commission: 5-0
Fiscal Impact:	This plat, if approved, will allow for the plat process to move ahead.
<b>File Number:</b>	24-0604
<b>Date Introduced:</b>	June 11, 2024

<b>FISCAL IMPACT SUMMARY</b>			
<b>COSTS</b>	<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>
<b>SOURCE</b>	<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> <span style="float: right;"><i>Annual Retirement</i></span>
	<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 Green Tree Meadows Preliminary Plat which delineated 135 lots proposed for residential development and areas to be delineated as outlots for stormwater management areas; and

**WHEREAS**, the developer is purchasing land from the City of Wausau to incorporate in the preliminary plat that includes a cul-de-sac road with 14 residential lots and an additional outlot; and

**WHEREAS**, on May 9, 2024 your Infrastructure and Facilities Committee and on May 21, 2024 your Plan Commission reviewed the revised Green Tree Meadows Preliminary Plat and recommended approval;

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau that the revised Green Tree Meadows Preliminary Plat is hereby approved.

Approved:

---

Doug Diny, Mayor

## INFRASTRUCTURE AND FACILITIES COMMITTEE

---

Date of Meeting: May 9, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Tom Neal, Sarah Watson

Also Present: Mayor Diny, Eric Lindman, Allen Wesolowski, Tara Alfonso, Jill Kurtzhals, Brad Lenz, Andrew Lynch, Dustin Kraege, Chad Abbiehl, Leo Gau, Lori Wunsch

### **Discussion and possible action on approval of revised Green Tree Meadows Preliminary Plat**

This committee and Council approved the original Green Tree Meadows Preliminary Plat. There was one concern with the preliminary plat where there were 4 long lots off 72<sup>nd</sup> Avenue, each with driveways onto 72<sup>nd</sup> Avenue. The City has agreed to sell land to Green Tree which allows enough room for the developer to put a road in with one entry onto 72<sup>nd</sup> Avenue. There is another minor change to straighten Cherrywood Drive. Minor changes can be made from the preliminary plat to the final plat. The City Surveyor felt that since land was being added to the plat, the preliminary plat should be revised.

Neal moved to accept the revised preliminary plat. Seconded by Larson and the motion passed 5-0.

Agenda Item No.

13

***STAFF REPORT TO INFRASTRUCTURE AND FACILITIES  
COMMITTEE – May 9, 2024***

**AGENDA ITEM**

Discussion and possible action on approval of revised Green Tree Meadows Preliminary Plat

**BACKGROUND**

The City previously approved the preliminary plat for Green Tree Meadows. The approved preliminary plat is attached. The developer is purchasing land from the City of Wausau and is proposing to amend the preliminary plat to include a cul-de-sac road off 72<sup>nd</sup> Avenue. See the attached revised preliminary plat.

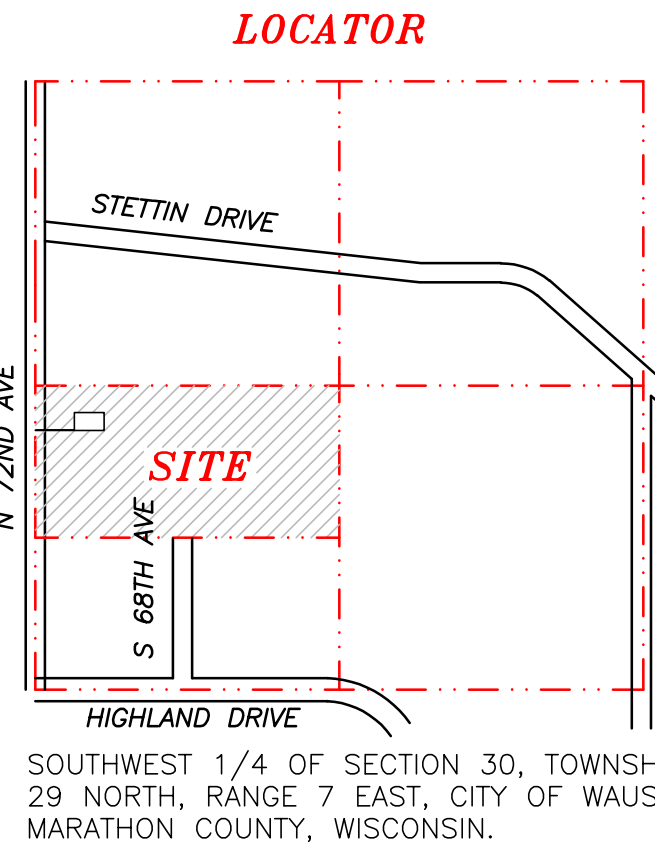
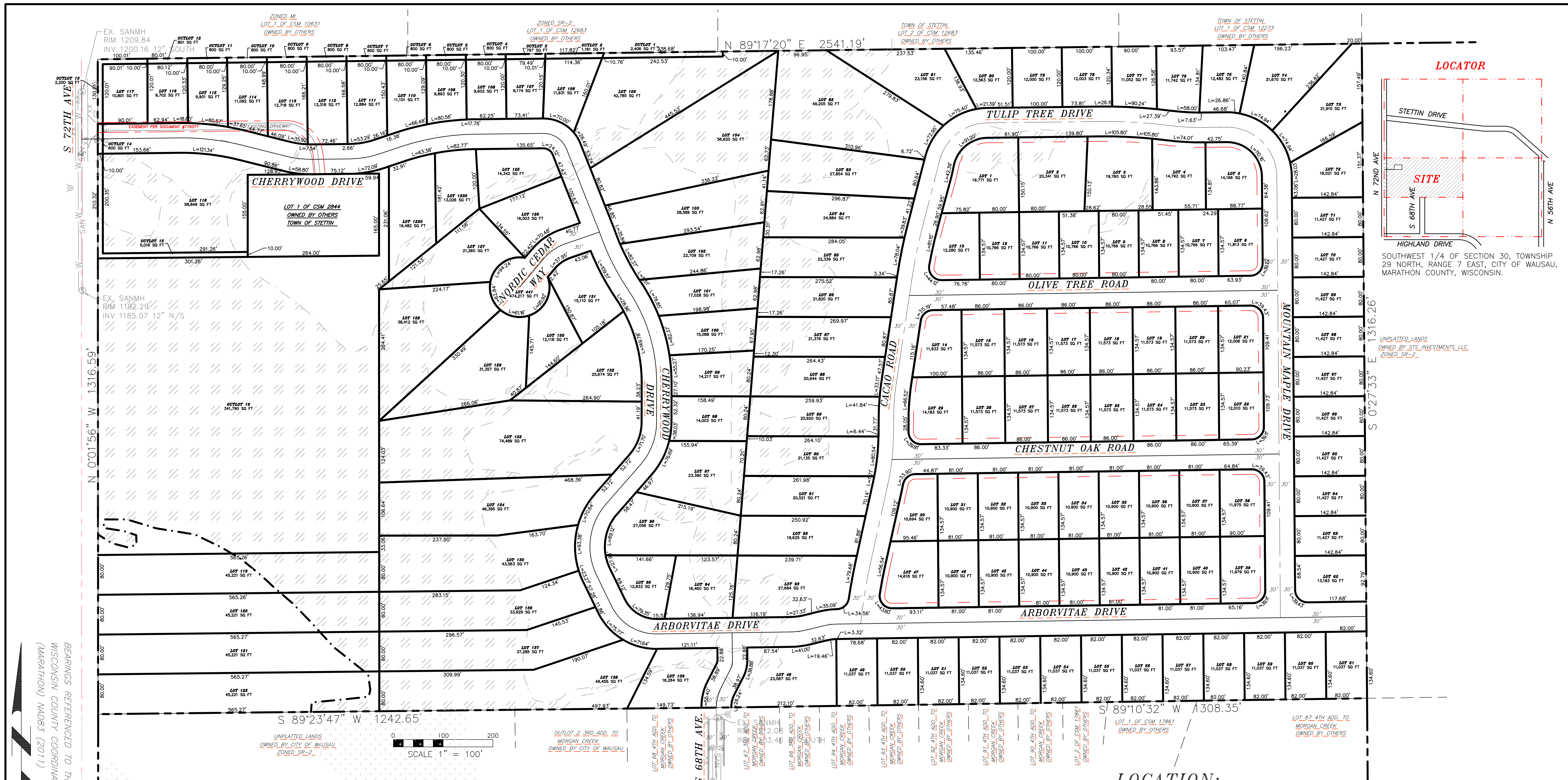
**FISCAL IMPACT**

Approving the revised preliminary plat would create more lots and increased tax base.

**STAFF RECOMMENDATION**

Staff recommends approving the revised Green Tree Meadows Preliminary Plat.

Staff contact: Allen Wesolowski 715-261-6762



SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

UNPLATTED LANDS OWNED BY STS INVESTMENTS, LLC ZONED SR-2

BEARINGS REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM (MARATHON) NAD83 (2011)

- LEGEND**
- - - PROPOSED 10' UTILITY EASEMENT
  - - - EXISTING WATERMAIN
  - - - EXISTING SANITARY SEWER
  - ⊙ EXISTING HYDRANT
  - ⊙ EXISTING TELEPHONE PEDESTAL
  - ⊙ EXISTING POWERPOLE
  - ⊙ EXISTING STORM MANHOLE
  - ⊙ EXISTING CATCH BASIN
  - ⊙ EXISTING SANITARY MANHOLE

**WETLAND NOTE**  
WETLANDS SHOWN HEREON WERE PROVIDED BY STAR ENVIRONMENTAL WETLAND DELINEATION.

**OUTLOT RESTRICTION**  
OUTLOTS OF THIS PLAT BEING DEDICATED TO THE PUBLIC FOR STORM WATER MANAGEMENT

**ZONING NOTE**

DR-8 LOTS 1-39 FRONT YARD SETBACK 17 FEET SIDE YARD SETBACK 8 FEET REAR YARD SETBACK 30 FEET MINIMUM LOT SIZE 9,600 SQ.FT.	SR-5 LOTS 39-131 FRONT YARD SETBACK 17 FEET SIDE YARD SETBACK 8 FEET REAR YARD SETBACK 25 FEET MINIMUM LOT SIZE 7,000 SQ.FT.
---	---

**OWNER**  
BLENKER DEVELOPMENTS LLC  
JASON BLENKER  
PO BOX 40  
AMHERST, WI 54406

**DEVELOPER**  
GREEN TREE CONSTRUCTION  
THOMAS UMLAUF  
2579 BEAR CREEK ROAD  
STEVENS POINT, WI 54481

**SURVEYOR & ENGINEER**  
TIMOTHY VREELAND - PROFESSIONAL LAND SURVEYOR  
DUSTIN VREELAND - PROFESSIONAL ENGINEER  
6103 DAWN STREET  
WESTON, WI 54476

**SCALE NOTE:**  
IF YOU ARE VIEWING THESE PLANS IN AN 11"x17" SIZE THEY MAY BE HALF SCALE FROM THE ORIGINAL 22"x34" SIZE DRAWING AND THE DRAWING SCALE IS HALF OF THAT STATED. CHECK SCALE.

**STAMP/SIGNATURE:**

BY	DATE	DESCRIPTION

**REVISIONS**

BY	DATE	DESCRIPTION

**TITLE PAGE:**  
**PRELIMINARY PLAT**

**PROJECT:** GREEN TREE MEADOWS

**LOCATION:** CITY OF WAUSAU  
MARATHON COUNTY, WISCONSIN



**VREELAND ASSOCIATES LAND SURVEYORS & ENGINEERS**  
6103 DAWN STREET WESTON, WI. 54476  
PHONE NO.: (715) 241-0947  
EMAIL: [dustin@vreelandassociates.us](mailto:dustin@vreelandassociates.us)  
WEBSITE: [www.vreelandlandsurveying.com](http://www.vreelandlandsurveying.com)  
COPYRIGHT © 2022 BY VREELAND ENTERPRISES, INC. ALL RIGHTS RESERVED. DUPLICATION BY WRITTEN PERMISSION ONLY.

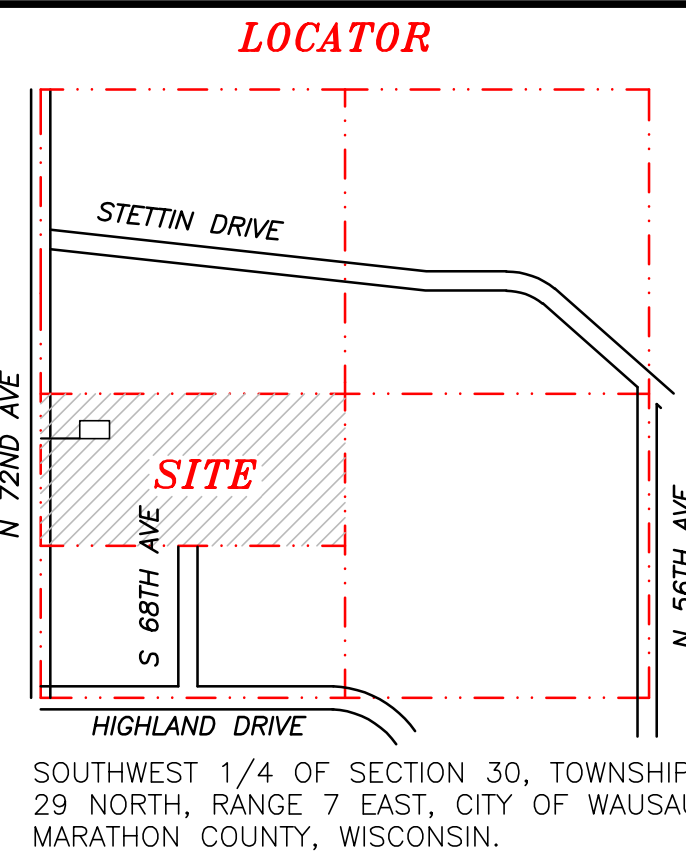
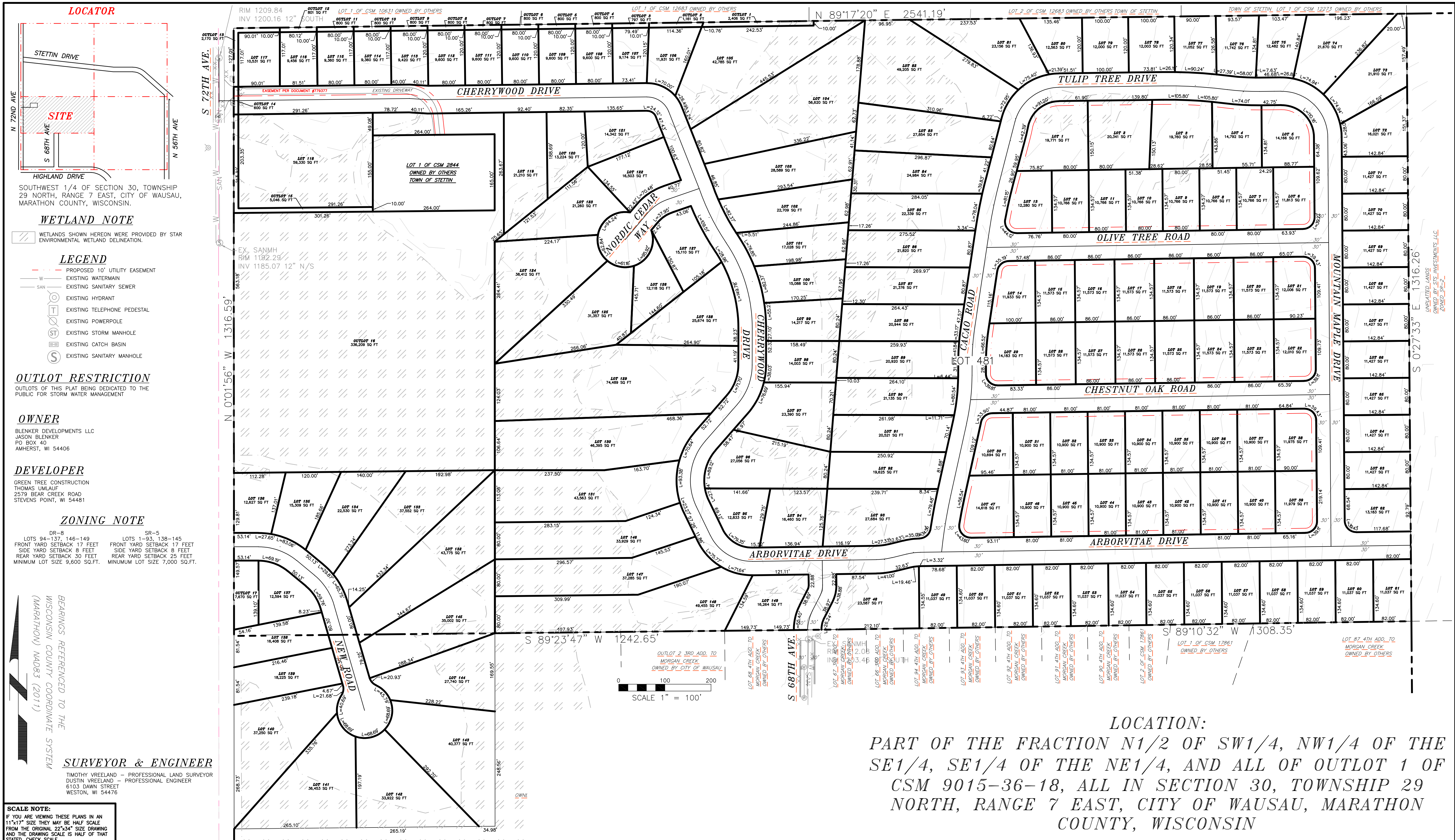
**PREPARED FOR:**  
**GREEN TREE CONSTRUCTION**

**PLAN DATE:**  
**MARCH 25TH, 2024**

**DESIGNER:** DUSTIN VREELAND  
**SURVEYED BY:** CB & TV  
**FILE NO.:** 23-0360 ENGINEERING  
**DATE:** SEPTEMBER 20TH, 2023  
**SCALE:** 1" = 100'  
**SHEET**  
**PRELIM**

**LOCATION:**  
PART OF THE FRACTION N1/2 OF SW1/4, NW1/4 OF THE SE1/4, SE1/4 OF THE NE1/4, AND ALL OF OUTLOT 1 OF CSM 9015-36-18, ALL IN SECTION 30, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN





- LEGEND**
- PROPOSED 10' UTILITY EASEMENT
  - EXISTING WATERMAIN
  - EXISTING SANITARY SEWER
  - EXISTING HYDRANT
  - EXISTING TELEPHONE PEDESTAL
  - EXISTING POWERPOLE
  - EXISTING STORM MANHOLE
  - EXISTING CATCH BASIN
  - EXISTING SANITARY MANHOLE

**OUTLOT RESTRICTION**

OUTLOTS OF THIS PLAT BEING DEDICATED TO THE PUBLIC FOR STORM WATER MANAGEMENT

**OWNER**

BLENKER DEVELOPMENTS LLC  
 JASON BLENKER  
 PO BOX 40  
 AMHERST, WI 54406

**DEVELOPER**

GREEN TREE CONSTRUCTION  
 THOMAS UMLAUF  
 2579 BEAR CREEK ROAD  
 STEVENS POINT, WI 54481

**ZONING NOTE**

DR-8 LOTS 94-137, 146-149  
 FRONT YARD SETBACK 17 FEET  
 SIDE YARD SETBACK 8 FEET  
 REAR YARD SETBACK 30 FEET  
 MINIMUM LOT SIZE 9,600 SQ.FT.

SR-5 LOTS 1-93, 138-145  
 FRONT YARD SETBACK 17 FEET  
 SIDE YARD SETBACK 8 FEET  
 REAR YARD SETBACK 25 FEET  
 MINIMUM LOT SIZE 7,000 SQ.FT.

BEARINGS REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM (MARATHON) NAD83 (2011)

**SURVEYOR & ENGINEER**

TIMOTHY VREELAND - PROFESSIONAL LAND SURVEYOR  
 DUSTIN VREELAND - PROFESSIONAL ENGINEER  
 6103 DAWN STREET  
 WESTON, WI 54476

**SCALE NOTE:**

IF YOU ARE VIEWING THESE PLANS IN AN 11"x17" SIZE THEY MAY BE HALF SCALE FROM THE ORIGINAL 22"x34" SIZE DRAWING AND THE DRAWING SCALE IS HALF OF THAT STATED. CHECK SCALE.

STAMP/SIGNATURE:		
BY	DATE	DESCRIPTION

**TITLE PAGE:**

**PRELIMINARY PLAT**

**PROJECT:** GREEN TREE MEADOWS

**LOCATION:** CITY OF WAUSAU  
 MARATHON COUNTY, WISCONSIN



**VREELAND ASSOCIATES LAND SURVEYORS & ENGINEERS**  
 6103 DAWN STREET WESTON, WI. 54476  
 PHONE NO.: (715) 241-0947  
 EMAIL: [dustin@vreelandassociates.us](mailto:dustin@vreelandassociates.us)  
 WEBSITE: [www.vreelandlandsurveying.com](http://www.vreelandlandsurveying.com)  
 COPYRIGHT © 2022 BY VREELAND ENTERPRISES, INC. ALL RIGHTS RESERVED. DUPLICATION BY WRITTEN PERMISSION ONLY.

**PREPARED FOR:**  
**GREEN TREE CONSTRUCTION**

**PLAN DATE:**  
**APRIL 25TH, 2024**

**DESIGNER:** DUSTIN VREELAND  
**SURVEYED BY:** CB & TV  
**FILE NO.:** 23-0360 ENGINEERING  
**DATE:** SEPTEMBER 20TH, 2023  
**SCALE:**  
**1" = 100'**  
**SHEET**  
**PRELIM**

**LOCATION:**  
 PART OF THE FRACTION N1/2 OF SW1/4, NW1/4 OF THE SE1/4, SE1/4 OF THE NE1/4, AND ALL OF OUTLOT 1 OF CSM 9015-36-18, ALL IN SECTION 30, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN

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

ORDINANCE OF THE PUBLIC HEALTH & SAFETY COMMITTEE	
Amending Section 5.52.090 – Records required and Section 5.52.120 – Receipt required (Pawnbrokers, Secondhand Article Dealers and Secondhand Jewelry Dealers) to include the remainder of the acceptable forms of ID from the Wisconsin State Statute 134.71(8).	
Committee Action: Approved 5-0	<b>Ordinance Number:</b> 61-5964
Fiscal Impact: None	
<b>File Number:</b> 96-0422	<b>Date Introduced:</b> June 11, 2024

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

Add ( )  
Delete (—)

Section 1. That Section 5.52.090 – Records required, is hereby amended to read as follows:

5.52.090 - Records required.

At the time of any reportable transaction other than renewals, extensions, redemptions or confiscations, every licensee must immediately record, in English, the following information by using ink or other indelible medium on forms or in a computerized record approved by the Police Department:

....

(f) The identification number and state of issue from any of the following forms of identification of the seller:

....

- (6) ~~Any current valid photo identification card or motor vehicle operator's license issued by a tribal or foreign government, if the pawnbroker, secondhand article dealer or secondhand jewelry dealer obtains a clear imprint of the customer's right index finger.~~ Current county identification card;
- (7) Current alien registration card;
- (8) Current senior citizen's identification card containing a photograph;
- (9) Current identification document issued by a state or federal government, whether or not containing a picture, if the pawnbroker, secondhand dealer or secondhand jewelry dealer obtains a clear imprint of the customer's right index finger;
- (10) Current tribal identification card, as defined in Wis. Stat. 134.695(1)(cm)

Section 2. That Section 5.52.120 – Receipt required, is hereby amended to read as follows:

5.52.120 - Receipt required.

Every licensee must provide a receipt to the party identified in every reportable transaction and must maintain a duplicate of that receipt for three years. The receipt must include at least the following information:

....

- (j) The identification number and state of issue from any of the following forms of identification of the seller:
  - (1) Current valid Wisconsin driver's license;
  - (2) Current valid Wisconsin identification card;
  - (3) Current valid photo driver's license or identification card issued by another state or province of Canada;
  - (4) Current valid military identification;
  - (5) Current valid passport;
  - (6) Current county identification card;
  - (7) Current alien registration card;
  - (8) Current senior citizen's identification card containing a photograph;
  - (9) Current identification document issued by a state or federal government, whether or not containing a picture, if the pawnbroker, secondhand dealer or secondhand jewelry dealer obtains a clear imprint of the customer's right index finger;
  - (10) Current tribal identification card, as defined in Wis. Stat. 134.695(1)(cm)

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

Section 4. This ordinance shall be in full force and effect on the day after its publication.

Adopted:  
Approved:  
Published:  
Attest:

Approved:

\_\_\_\_\_  
Doug Diny, Mayor

Attest:

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



---

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: Public Health and Safety Committee Members

FROM: Anne Jacobson, City Attorney 

DATE: April 11, 2024

RE: Amending Section 5.52.090 – Records Required and Section 5.52.120 – Receipt Required

---

Purpose: Amend Section 5.52.090 – Records Required and Section 5.52.120 - Receipt Required relative to pawn shops.

Background: I was contacted by an alder regarding a constituent who was not able to pawn an item using his federally issued tribal ID. After review of the Wausau Municipal Code and the state statutes, it was determined that the ordinance did not mirror the statutes to allow for the use of a federally issued tribal ID as an acceptable form of identification.

Recommendation

I am recommending a revision to the code to mirror the state statutes relative to the use of proper identifications as an acceptable form of identification.

134.71 Pawnbrokers and secondhand article and jewelry dealers.

(8) Pawnbroker and dealer requirements.

(a) Identification. No pawnbroker, secondhand article dealer or secondhand jewelry dealer may engage in a transaction of purchase, receipt or exchange of any secondhand article or secondhand jewelry from a customer without first securing adequate identification from the customer. At the time of the transaction, the pawnbroker, secondhand article dealer or secondhand jewelry dealer shall require the customer to present one of the following types of identification:

1. A county identification card.
2. A state identification card.
3. A valid Wisconsin motor vehicle operator's license.
4. A valid motor vehicle operator's license, containing a picture, issued by another state.
5. A military identification card.
6. A valid passport.
7. An alien registration card.
8. A senior citizen's identification card containing a photograph.
9. Any identification document issued by a state or federal government, whether or not containing a picture, if the pawnbroker, secondhand article dealer or secondhand jewelry dealer obtains a clear imprint of the customer's right index finger.
10. A tribal identification card, as defined in s. 134.695 (1) (cm).

<b>RESOLUTION OF THE COMMON COUNCIL</b>	
Approving Consent of Transfer and Waiver of Right of First Refusal for Property at 2105 N. 2 <sup>nd</sup> Street (Thrive Properties, LLC).	
Committee Action:	4-0
Fiscal Impact:	None
<b>File Number:</b>	24-0605
<b>Date Introduced:</b>	06/11/24

<b>FISCAL IMPACT SUMMARY</b>			
<b>COSTS</b>	<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>
<b>SOURCE</b>	<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> <span style="float: right;"><i>Annual Retirement</i></span>
	<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**, Thrive Properties, LLC (“Thrive”) has received an offer to purchase the property at 2105 N. 2<sup>nd</sup> Street in Wausau for \$495,000.00; and

**WHEREAS**, pursuant to recorded mortgage restrictions on the property, Thrive seeks the City’s consent to transfer the property as set forth in the offer, on the same terms and conditions specified in the offer; and

**WHEREAS**, pursuant to the Term Loan Agreement dated June 13, 2014, Thrive seeks the City’s consent to waive its right to exercise its option to repurchase the property as set forth in the offer, on the same terms and conditions specified in the offer; and

**WHEREAS**, your Economic Development Committee, on June 4, 2024, recommended transferring the property and waiving the right to repurchase the named property.

**NOW THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau that the City hereby consents to transfer of the property to Central Wisconsin Property Management, LLC, or its assigns on the terms and conditions contained in the present offer.

**BE IT FURTHER RESOLVED** by the Common Council of the City of Wausau that the Mayor and Clerk are hereby authorized to execute all documents reasonably necessary to consummate the transaction contemplated by the accepted Offer.

Approved:

---

Doug Diny, Mayor

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

<b>RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE</b>	
Approving the Sale of 1717 Arlington Lane by the City of Wausau to Ghidorzi Investment I, LLC.	
Committee Action:	Economic Development (4-0)
Fiscal Impact:	Land Sale of \$182,000
<b>File Number:</b>	24-0606
<b>Date Introduced:</b>	June 11, 2024

<b>FISCAL IMPACT SUMMARY</b>			
<b>COSTS</b>	<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>
<b>SOURCE</b>	<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> <span style="float: right;"><i>Annual Retirement</i></span>
	<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 Ghidorzi team has approached the City to acquire the City-owned property at 1717 Arlington Lane; and

**WHEREAS**, the Ghidorzi team has been working on the vision for this area for numerous years through the acquisition of numerous surrounding parcels and the successful purchase of this parcel will continue their vision, making way for larger scale planning and development; and

**WHEREAS**, the City of Wausau purchased this property on February 19, 1993 for \$74,900; and

**WHEREAS**, the Ghidorzi team and City of Wausau previously collaborated to improve the City-owned property at 1717 Arlington Lane and the adjoining three properties owned by the Ghidorzi team via a Development Agreement on October 9, 2013; and

**WHEREAS**, City Assessor Rick Rubow provided an estimated assessment value for the property of \$181,900; and

**WHEREAS**, at its June 4, 2024 meeting, the Economic Development Committee entertained and approved the request from the Ghidorzi team to sell the property for \$182,000;



**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Wausau that the property at 1717 Arlington Lane be sold to Ghidorzi Investment I, LLC, for \$182,000, and that the proper staff is authorized to execute such documents as are necessary to effect the sale with Buyer responsible for all closing costs.

Approved:

---

Doug Diny, Mayor

To: City Council  
From: Randy Fifrick, Economic Development Manager  
Date: June 11, 2024  
Re: Sale of 1717 Arlington Lane

---



The Ghidorzi team has approached the City of Wausau to purchase the City-owned property located at 1717 Arlington Lane. The property is currently surrounded by other properties owned by the Ghidorzi team and doesn't have any direct access to a public roadway. The only legal way to access the property is via a 30' easement that extends north to Arlington Lane, making it undesirable for redevelopment without owning the adjoining properties.

City Assessor Rick Rubow provided an estimated assessment value for the property of \$181,900, and the Ghidorzi team is prepared to purchase the property for a price of \$182,000.

City Staff has reviewed the request and feels it's appropriate to move forward with the sale. The purchase of this parcel will allow them to continue their vision, making way for larger scale planning and development in this area.

Please see the attached information and request provided by Tom Radenz with REI.

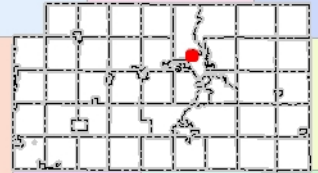
**Staff recommend approval of the sale of the property at 1717 Arlington Lane at a price of \$182,000.**



# Land Information Mapping System

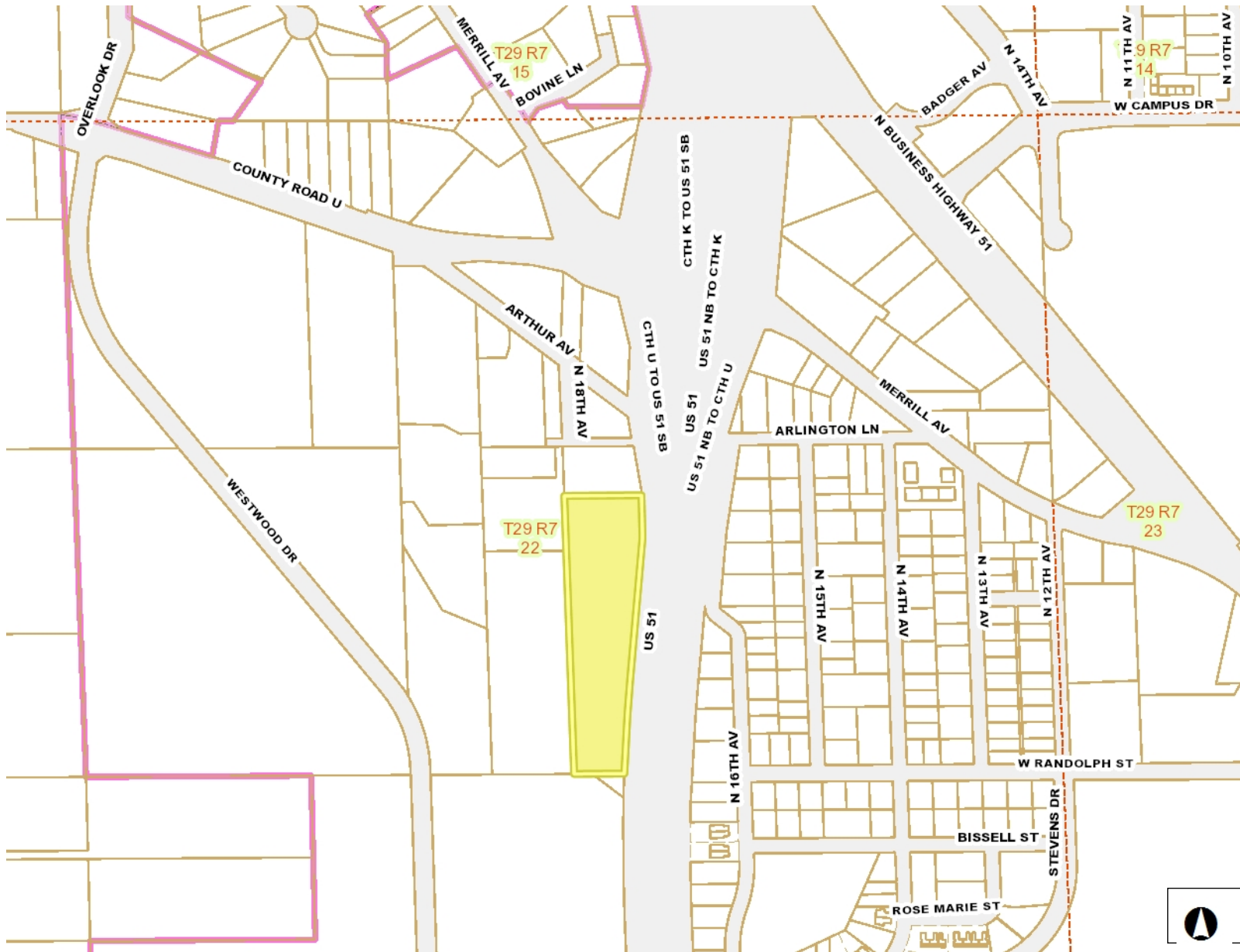
TAYLOR

LINCOLN



WOOD

PORTAGE



## Legend

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



299.46 0 299.46 Feet



NAD\_1983\_HARN\_WISCRS\_Marathon\_County\_Feet

DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Marathon County-City of Wausau will not be responsible for any damages which result from third party use of the information and depictions herein or for use which ignores this warning.

**THIS MAP IS NOT TO BE USED FOR NAVIGATION**

## Notes

May 23, 2024

**City of Wausau**  
Attn: Randy Fifrick  
Economic Development Manager  
407 Grant Street  
Wausau, WI 54403

**Subject:** Purchase of 1717 Arlington Lane, Wausau, Marathon County Tax Parcel #29129072210986.

**Dear Randy,**

The Ghidorzi team has been an active partner with the City of Wausau to foster the positive growth of our community for many years. On behalf of Ghidorzi Investment I, LLC, we request the ability to purchase the referenced parcel to continue our collective positive impacts.

The Ghidorzi team has been working on the vision for this area for numerous years through the acquisition of numerous surrounding parcels. The Ghidorzi team is prepared to purchase the property at the established price of \$182,000 by the City Assessors office. The successful purchase of this parcel will continue the vision, making way for larger scale planning and development.

Please place this matter on the June 4, 2024 Economic Development Committee agenda and the June 11, 2024 City Council agenda for review and approval. We look forward to working with the City of Wausau on this purchase.

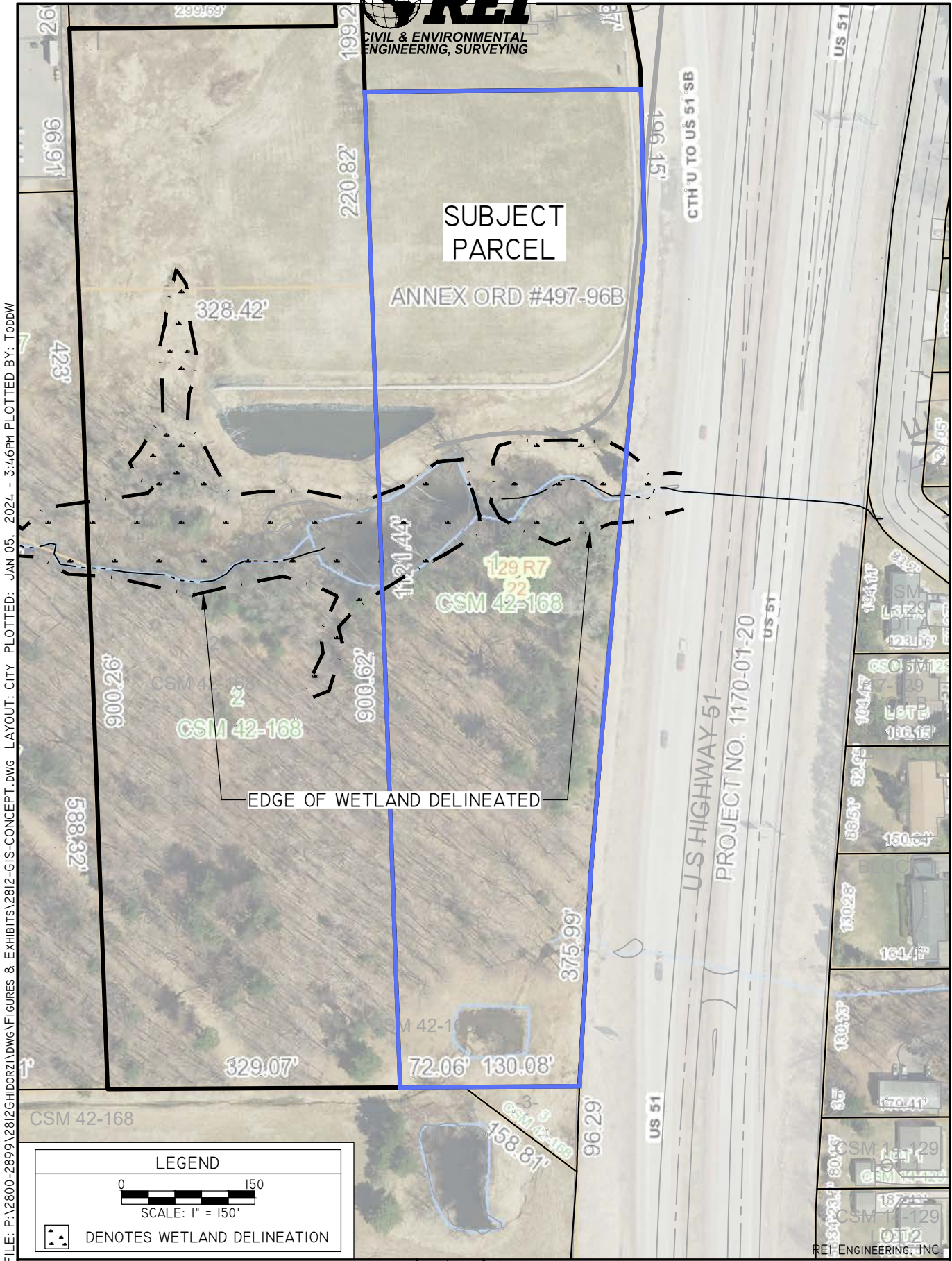
Sincerely,

*Tom Radenz*

Tom Radenz, PLS

cc. Chuck Ghidorzi, Ghidorzi Investment I, LLC, Suite 300, 2100 Stewart Avenue, Wausau, WI 54401

Enclosures



DRAWING FILE: P:\2800-2899\2812\GHDORZ\DWG\FIGURES & EXHIBITS\2812-GIS-CONCEPT.DWG LAYOUT: CITY PLOTTED: JAN 05, 2024 - 3:46PM PLOTTED BY: TODDW

**LEGEND**

0 150  
 SCALE: 1" = 150'

DENOTES WETLAND DELINEATION

1421 WESTWOOD DRIVE, LLC.  
 SUBJECT PARCEL  
 SEC 22, T29N, R7E



FIGURE 1 : CITY OWNED LANDS		DATE:	
PROJECT NO.	DRAWN BY:	TAW	
2812			1/5/2024

WARRANTY DEED

Document No.

REC-2048 1000

Charge from fee s 77.25(17)

THIS INSTRUMENT, made by Gerald R. Dvorak

grantor(s) conveys and warrants the property described below to the City of Wausau, a municipal corporation of the State of Wisconsin, grantee, for the sum of Seventy-four Thousand Nine Hundred Dollars (\$74,900)

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: None.

The space reserved for recording date

REGISTERED OFFICE  
 PUBLIC RECORDS OFFICE  
 COUNTY OF WAUSAU  
 WISCONSIN

VOLUME 619 OF RECORDS  
 PAGE 90 OF 91

*Michael J. Sydow*  
 City 124 City of Wausau  
 Notary Public  
 Office of City Attorney  
 107 Grant Street  
 Wausau, WI 54401-4783

\$12.00 Charge City of Wausau

Legal Description This (is not) homestead property.

PIN: 37-052-4-2907-221-0986  
37-052-4-2907-221-0985

SEE REVERSE FOR LEGAL DESCRIPTION

FEE

177.25 (12)  
EXEMPT

Dated this 19th day of February, 1993.

*Gerald R. Dvorak*  
\_\_\_\_\_  
(Signature)

Gerald R. Dvorak  
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

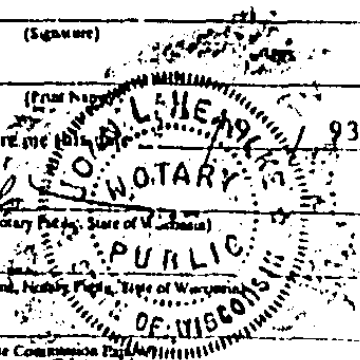
\_\_\_\_\_  
(Print Name)

Subscribed and sworn to before me this 19th day of February, 1993

*Joan L. Heahlike*  
\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

Joan L. Heahlike  
\_\_\_\_\_  
(Print or Type Name, Notary Public, State of Wisconsin)

6/27/93  
\_\_\_\_\_  
(Date Commission Expires)



WARRANTY DEED  
 (SEAL)  
 REC-2048 1000  
 Wausau, WI 54401

REC'D FOR RECORDS  
 FEB 19 1993  
 MICHAEL J. SYDOW  
 REGISTER OF DEEDS

Project \_\_\_\_\_ This instrument was drafted by the \_\_\_\_\_ for the City of Wausau \_\_\_\_\_ Parcel No. \_\_\_\_\_

DVORAK LEGAL DESCRIPTION

That part of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 22, Township 29 North, Range 7 East, Town of Maine, Marathon County, Wisconsin, described as follows: Commencing at the North 1/4 corner of said Section 22; thence S1°13'47"E, on the West line of said Northeast 1/4, 1319.21 feet; thence S89°41'41"E on the North line of said Southwest 1/4 of the Northeast 1/4, 656.26 feet; thence S1°18'37"E, 199.21 feet to the point of beginning; thence S89°41'41"E, 329.53 feet; thence S5°38'53"W on the West line of U.S.H. "51", 221.70 feet; thence N89°41'41"W, 302.66 feet; thence N1°18'37"W, 220.82 feet to the point of beginning. Parcel contains 69,776 square feet, 1.6018 acres.

37.052.4.2907.221.0026 AND

That part of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 22, Township 29 North, Range 7 East, Town of Maine, Marathon County, Wisconsin, described as follows: Commencing at the North 1/4 corner of said Section 22; thence S1°13'47"E, on the West line of said Northeast 1/4, 1319.21 feet; thence S89°41'41"E on the North line of said Southwest 1/4 of the Northeast 1/4, 656.26 feet; thence S1°18'37"E, 420.03 feet to the point of beginning; thence S89°41'41"E, 302.66 feet to the West line of U.S.H. "51"; thence S5°38'53"W, 178.30 feet; thence N89°41'41"W, 281.05 feet; thence N1°18'37"W, 177.60 feet to the point of beginning. Parcel contains 51,812 square feet, 1.1894 acres.

AND

That part of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 22, Township 29 North, Range 7 East, Town of Maine, Marathon County, Wisconsin, described as follows: Commencing at the North 1/4 corner of said Section 22, thence S1°13'47"E, on the West line of said Northeast 1/4, 1319.21 feet; thence S89°41'41"E on the North line of said Southwest 1/4 of the Northeast 1/4, 656.26 feet; thence S1°18'37"E, 597.63 feet to the point of beginning; thence S89°41'41"E, 281.05 feet to the West line of U.S.H. "51"; thence S5°38'53"W, 349.37 feet; thence on the arc of a curve whose chord bears S4°16'15"W, 375.99 feet; thence on the South line of said Southwest 1/4 of the Northeast 1/4, N89°38'12"W, 202.12 feet; thence N1°18'37"W, 723.02 feet to the point of beginning. Parcel contains 172,470 square feet, 3.9594 acres.

37.052.4.2907.221.0985

AND

Easement rights across the following land:

The West 30 feet of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 22, Township 29 North, Range 7 East, Town of Maine, Marathon County, Wisconsin, described as follows: Commencing at the North 1/4 corner of said Section 22; thence S1°13'47"E, on the West line of said Northeast 1/4, 1319.21 feet; thence S89°41'41"E, on the North line of said Southwest 1/4 of the Northeast 1/4, 656.26 feet to the point of beginning; thence continue S89°41'41"E, 30.01 feet; thence S1°18'37"E, 199.21 feet; thence N89°41'41"W, 30.01 feet; thence N1°18'37"W, 199.21 feet to the point of beginning. Parcel contains 5,976 square feet and is 30 feet wide, to be used for ingress and egress.

RECORDED FOR RECORDS  
FEB 10 1993  
MICHAEL J. SYDOW  
REGISTER OF DEEDS

REC'D FOR RECORDS  
TIME 4:22 P.M.  
FEB 10 1993  
MICHAEL J. SYDOW  
REGISTER OF DEEDS

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

<b>RESOLUTION OF THE PARKS AND RECREATION COMMITTEE</b>	
Resolution Approving Contract with Travis Bellman Home and Trail for the 2024 Sylvan Hill Mountain Bike Park Flow Tech Downhill Mountain Bike Trail Addition.	
Committee Action: 5-0	
Fiscal Impact: \$0.00	
<b>File Number:</b> 24-0609	<b>Date Introduced:</b> June 11, 2024

<b>FISCAL IMPACT SUMMARY</b>			
<b>COSTS</b>	<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>
<b>SOURCE</b>	<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> <span style="float: right;"><i>Annual Retirement</i></span>
	<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 May 9, 2023, the Common Council approved a contract with Main Line Trail Construction LLC for 2023 Maintenance Improvements using funds donated by Central Wisconsin Offroad Cycling Coalition, Inc. (CWOCC) to pay for the maintenance improvements; and

**WHEREAS**, in 2023, CWOCC received room tax funding from the Room Tax Commission to create a Flow Tech downhill trail addition to Sylvan Hills Bike Park as a final component of its Phase 2 additions from May 9, 2023; and

**WHEREAS**, the Wausau/Marathon County, Parks, Recreation and Forestry Department requested quotes be submitted by March 20, 2024, from qualified firms and published the request for quotes; and

**WHEREAS**, two quotes were received from Main Line Trail Construction, in the amount of \$14,900.00, and Travis Bellman Home and Trail, in the amount of \$17,150.00; and

**WHEREAS**, CWOCC recommended your Parks Director select Travis Bellman Home and Trail for diversity purposes; and

**WHEREAS**, your Parks and Recreation Committee met on June 3, 2024 and recommended the selection of Travis Bellman Home and Trail to construct the Flow Tech downhill trail addition to Sylvan Hills Bike Park in the amount of \$17,150.00, using funds donated to the City by CWOCC specifically for the purpose



of design and construction of the Flow Tech downhill trail addition to Sylvan Hills Bike Park; and

**NOW THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Wausau that Travis Bellman Home and Trail be selected as the contractor to design and build the Flow Tech downhill mountain bike trail(s) at Sylvan Hills Mountain Bike Park, as described in their quote, for a total of \$17,150.00, and the appropriate staff are authorized to execute a contract in substantial compliance with the foregoing terms.

Approved:

---

Doug Diny, Mayor

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

**RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE**

Approving or Denying Various Licenses as Indicated.

Committee Action:   Approved 5-0

Fiscal Impact:       None

**File Number:**       24-0108

**Date Introduced:**   June 11, 2024

**FISCAL IMPACT SUMMARY**

<b>COSTS</b>	<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>
<b>SOURCE</b>	<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"/>		

**RESOLUTION**

**WHEREAS**, your Public Health and Safety Committee considered certain license applications at its May 20, 2024, meeting, and has made recommendations that are attached hereto and recommends these actions to the Council for its approval, now therefore

**BE IT RESOLVED** by the Common Council of the City of Wausau that the City Clerk be hereby authorized to issue the licenses on the attached list, incorporated as part of this resolution, according to recommendations made by the Public Health & Safety Committee and upon successful completion and acceptable proof that all applicable state and municipal regulations and requirements have been met by the applicants.

Approved:

\_\_\_\_\_  
Doug Diny, Mayor



## Council Date 06/11/2024

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
197911	9010 - Bartender/Operator New	HENDRIKSON, ERIC	1010 S 50TH AVE #47 WAUSAU WI 54401		APPLEBEE'S NEIGHBORHOOD GRILL & BAR	05/03/2024	06/30/2025	No	No	
196358	9010 - Bartender/Operator New	ZOROMSKI, SARA	117 PARK ST SCHOFIELD WI 54476		BEST WESTERN PLUS WAUSAU TOWER INN	03/28/2024	06/30/2024	No	No	
196746	9011 - Bartender/Operator 2-Yr Renewal	KLIPPEL, BRIAN	907 1/2 S 5TH AVE WAUSAU WI 54401		M&R STATION	07/01/2024	06/30/2026	No	No	
196716	9020 - Public Transport Driver Renewal	BORTH, JEFFREY	1078 CEDAR RD KRONENWETTE R WI 54455		NORTHWOODS CAB	05/14/2024	06/30/2025	Yes	Yes	
196722	9020 - Public Transport Driver Renewal	HANKE, MICHAEL	1036 S 15TH AVE WAUSAU WI 54401		ALL AMERICAN TAXI	05/09/2024	06/30/2025	Yes	Yes	
196701	9020 - Public Transport Driver Renewal	KOHLBECK, MICHAEL	7004 LORA LEE LN WESTON WI 54476		NORTHWOODS CAB	05/01/2024	06/30/2025	Yes	Yes	
196719	9020 - Public Transport Driver Renewal	KVATEK, ROBERT	2101 NEHRING ST WAUSAU WI 54401		NORTHWOODS CAB	05/14/2024	06/30/2025	Yes	Yes	
196712	9020 - Public Transport Driver Renewal	LOKA, VINCENT	W4466 POPE RD MERRILL WI 54452		NORTHWOODS CAB	05/14/2024	06/30/2025	Yes	Yes	
196717	9020 - Public Transport Driver Renewal	RICK, COURTNEY	2270 SUMMERSET CT MOSINEE WI 54455		NORTHWOODS CAB	05/14/2024	06/30/2025	Yes	Yes	
196707	9020 - Public Transport Driver Renewal	SCHREIBER, SCOTT	5207 SCOTT ST WESTON WI 54476		NORTHWOODS CAB	04/30/2024	06/30/2025	Yes	Yes	
196626	9022 - Public Transport Business	SCHLOEMER, AARON	5207 SCOTT ST WESTON WI 54476		NORTHWOODS CAB LLC	05/30/2024	06/30/2025	Yes		
196627	9022 - Public Transport Business	SCHLOEMER, AARON	5207 SCOTT ST WESTON WI 54476		NORTHWOODS TRANSPORT	05/30/2024	06/30/2025	Yes		



## Council Date 06/11/2024

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
197848	9026 - Class I	WOLFGRAM, HOLLY	613 N 5TH ST WAUSAU WI 54403	COMMUNITY CULTURE FESTIVAL on 06/08/2024 Organized by MOSAIC OF NORTH CENTRAL WISCONSIN					Yes	Yes
197438	9061 - "Class A" Beer & Liquor	RAMIREZ, GONZALO	1616 N 6TH ST WAUSAU WI 54403		TIENDA	05/15/2024	06/30/2025	Yes	Yes	
196584	9048 - Pawn Broker / 2nd Hand Dealer	,	531 JEFFERSON ST WAUSAU WI 54403		DOWNTOWN PAWN					
196151	9080 - Public Transport Driver New	MCGUIRK, CHRISTOPHER	200836 SUNSET SR MOSINEE WI 54455		NORTHWOODS CAB	03/18/2024	06/30/2024	No	No	
197267	9080 - Public Transport Driver New	OXENDINE, KELLY	2801 THIELMAN ST LOT 105 MERRILL WI 54452		NORTHWOODS CAB	04/12/2024	06/30/2024	No	No	
198035	9080 - Public Transport Driver New	VAN ALLEN, MAGDALENA	160 SCHOOL ST SCHOFIELD WI 54476		NORTHWOODS CAB LLC	05/09/2024	06/30/2024	Yes	Yes	

**Total Licenses**



## Council Date Establishment Renewal

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
196625	9022 - Public Transport Business	HAMANN, KURT	WI		ALL AMERICAN TAXI	05/01/2024	06/30/2025	Yes	Yes	
196644	9036 - Garbage Hauler	,	1372 STATE HIGHWAY 34 MOSINEE WI 54455		GFL SOLID WASTE MIDWEST	04/19/2024	06/30/2025		Yes	
196646	9036 - Garbage Hauler	,	5509 FULLER ST WESTON WI 54476		ADVANCED DISPOSAL	04/30/2024	06/30/2025		Yes	
196645	9036 - Garbage Hauler	KROENING, TERRY	231706 GUINNESS RD WAUSAU WI 54403		IDEAL DUMPSTER SERVICE	04/18/2024	06/30/2025		Yes	
196527	9077 - Dance Hall	,	307 N 3RD ST WAUSAU WI 54403		CIAO	05/14/2024	06/30/2025		Yes	
196528	9077 - Dance Hall	,	PO BOX 224 SCHOFIELD WI 54476		AFTER SHOCK BAR & GRILL	05/14/2024	06/30/2025		Yes	
196529	9077 - Dance Hall	,	401 N 4TH ST WAUSAU WI 54403		GRAND THEATER/ GREAT HALL	05/14/2024	06/30/2025		Yes	
196530	9077 - Dance Hall	,	123 E DOTY ST MADISON WI 53703		THE GREAT DANE PUB & BREWING CO.	06/04/2024	06/30/2025		Yes	
196531	9077 - Dance Hall	,	2002 POPLAR LN WAUSAU WI 54403		GREENWOOD HILLS	06/03/2024	06/30/2025		Yes	
196532	9077 - Dance Hall	,	1502 N 3RD ST WAUSAU WI 54403		LOPPNOW'S SPORTS BAR	04/25/2024	06/30/2025		Yes	
196533	9077 - Dance Hall	,	1703 S 3RD AVE WAUSAU WI 54401		EAGLE'S CLUB	05/14/2024	06/30/2025		Yes	
196534	9077 - Dance Hall	,	828 N 2ND AVE WAUSAU WI 54401		WAUSAU LABOR TEMPLE				Yes	
196536	9077 - Dance Hall	,	414 SCOTT ST WAUSAU WI 54403		WAUSAU ELKS LODGE #248	05/15/2024	06/30/2025		Yes	



## Council Date Establishment Renewal

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
197440	9060 - Class "A" Beer	MYERS-IERULLI, SARA	1231 E KING RD TOMAHAWK WI 54487		MODERN GENTS OF WAUSAU	05/15/2024	06/30/2025	Yes	Yes	
197439	9060 - Class "A" Beer	PATEL, PRAFUL	1809 LENARD ST WAUSAU WI 54401		FAST BREAK MOBIL	05/14/2024	06/30/2025	Yes	Yes	
197348	9061 - "Class A" Beer & Liquor	BLUHM, REBECCA	204 ROSS AVE WAUSAU WI 54403		KWIK TRIP #735	04/29/2024	06/30/2025	Yes	Yes	
197350	9061 - "Class A" Beer & Liquor	BLUHM, REBECCA	204 ROSS AVE WAUSAU WI 54403		KWIK TRIP #1723	04/29/2024	06/30/2025	Yes	Yes	
197338	9061 - "Class A" Beer & Liquor	BRANDT, MELODY	1020 S 25TH ST APT 5 WAUSAU WI 54403		KWIK TRIP #728	04/29/2024	06/30/2025	Yes	Yes	
197353	9061 - "Class A" Beer & Liquor	DUBERSTEIN, STEPHANIE	115 N 5TH AVE WAUSAU WI 54401		WAGNER SHELL 4611	05/07/2024	06/30/2025	Yes	Yes	
197346	9061 - "Class A" Beer & Liquor	EVANS, HEATHER	1723 LENARD ST WAUSAU WI 54401		TOBACCO OUTLET PLUS #501	04/29/2024	06/30/2025	Yes	Yes	
197336	9061 - "Class A" Beer & Liquor	GAICHE, MARY	226602 THRUSH AVE WAUSAU WI 54401		CROSSROADS COUNTY MARKET	05/14/2024	06/30/2025	Yes	Yes	
197358	9061 - "Class A" Beer & Liquor	GIGUERE, MELINDA	2308 SHERWOOD AVE SCHOFIELD WI 54476		KWIK TRIP #601	04/29/2024	06/30/2025	Yes	Yes	
197342	9061 - "Class A" Beer & Liquor	HEARLEY, HEIDI	132413 COUNTRYSIDE DR EDGAR WI 54426		THE STORE #62	05/06/2024	06/30/2025	Yes	Yes	
197343	9061 - "Class A" Beer & Liquor	HER, LEE	7320 WHITESPIRE RD, #2 SCHOFIELD WI 54476		KOHLMAN'S INC	05/07/2024	06/30/2025	Yes	Yes	
197345	9061 - "Class A" Beer & Liquor	JAGLER, DAVID	1400 BENT STICK DR WAUSAU WI 54403		TOWNLINE MARKET			Yes	Yes	



## Council Date Establishment Renewal

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
197333	9061 - "Class A" Beer & Liquor	JOSLIN, JACOB	156550 WHISPERING PINE AVE WAUSAU WI 54403		KWIK TRIP #188	04/29/2024	06/30/2025	Yes	Yes	
197340	9061 - "Class A" Beer & Liquor	KUEHL, ALLEN	206 N PARK ST MERRILL WI 54452		KWIK TRIP #322	04/29/2024	06/30/2025	Yes	Yes	
197356	9061 - "Class A" Beer & Liquor	LAMB, JAMES	201 GREENWOOD DRIVE ROTHSCHILD WI 54474		LAMB'S FRESH MARKET	05/14/2024	06/30/2025	Yes	Yes	
197359	9061 - "Class A" Beer & Liquor	LENZNER, AUSTIN	2230 TRACY CT KRONENWETTE R WI 54455		KWIK TRIP #1033	04/29/2024	06/30/2025	Yes	Yes	
197357	9061 - "Class A" Beer & Liquor	LIBBY, ARTHUR	1215 SYLVAN STREET WAUSAU WI 54403		PICK 'N SAVE #405	05/08/2024	06/30/2025	Yes	Yes	
197334	9061 - "Class A" Beer & Liquor	MOUA, NICOLE	1127 HOLUB ST WAUSAU WI 54401-4304		HAMPTON INN	05/07/2024	06/30/2025	Yes	Yes	
197347	9061 - "Class A" Beer & Liquor	NOWAK, LINDA	110870 MILAN AVE MILAN WI 54411		TOBACCO OUTLET PLUS #559	04/29/2024	06/30/2025	Yes	Yes	
197362	9061 - "Class A" Beer & Liquor	OYER, NICHOLAS	5507 RAE JAMES ST WESTON WI 54476		KWIK TRIP #851	04/29/2024	06/30/2025	Yes	Yes	
197344	9061 - "Class A" Beer & Liquor	PLEVAK, TIMOTHY	4303 E RAYBELLE DR WESTON WI 54476		FESTIVAL FOODS	04/30/2024	06/30/2025	Yes	Yes	
197349	9061 - "Class A" Beer & Liquor	SHARMA, SARASWATI	3571 DRISCOLL RD, APT 6 RHINELANDER WI 54501		FAST FUEL WAUSAU	05/09/2024	06/30/2025	Yes	Yes	
197354	9061 - "Class A" Beer & Liquor	STENCIL, LISA	2211 RADTKE AVE APT B WESTON WI 54476		KRIST FOOD MART #89	05/07/2024	06/30/2025	Yes	Yes	



## Council Date Establishment Renewal

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
197335	9061 - "Class A" Beer & Liquor	STENCIL, LISA	2211 RADTKE AVE APT B WESTON WI 54476		KRIST FOOD MART #61	05/07/2024	06/30/2025	Yes	Yes	
197339	9061 - "Class A" Beer & Liquor	SUBEDI, SURESH	1906 N 10TH AVE, APT 6 WAUSAU WI 54401		FAST FUEL MART	05/10/2024	06/30/2025	Yes	Yes	
197355	9061 - "Class A" Beer & Liquor	SUBEDI, SURESH	1906 N 10TH AVE, APT 6 WAUSAU WI 54401		GANDAKI MART	05/10/2024	06/30/2025	Yes	Yes	
197364	9061 - "Class A" Beer & Liquor	SUBEDI, SURESH	1906 N 10TH AVE, APT 6 WAUSAU WI 54401		GANDAKI MART 1	05/10/2024	06/30/2025	Yes	Yes	
197337	9061 - "Class A" Beer & Liquor	TIMPER, ALAN	1926 N. 10TH AVE #6 WAUSAU WI 54401		CVS/PHARMACY #10172	05/07/2024	06/30/2025	Yes	Yes	
197341	9061 - "Class A" Beer & Liquor	URLAUB, RHONDA	118927 TRAILVIEW ST STRATFORD WI 54484		RSTORE #4475	05/07/2024	06/30/2025	Yes	Yes	
197332	9061 - "Class A" Beer & Liquor	URLAUB, RHONDA	118927 TRAILVIEW ST STRATFORD WI 54484		RSTORE #4495	05/07/2024	06/30/2025	Yes	Yes	
197363	9061 - "Class A" Beer & Liquor	URLAUB, RHONDA	118927 TRAILVIEW ST STRATFORD WI 54484		RSTORE #4474	05/07/2024	06/30/2025	Yes	Yes	
197360	9061 - "Class A" Beer & Liquor	URLAUB, RHONDA	118927 TRAILVIEW ST STRATFORD WI 54484		RSTORE #4476	05/07/2024	06/30/2025	Yes	Yes	
197352	9061 - "Class A" Beer & Liquor	URLAUB, RHONDA	118927 TRAILVIEW ST STRATFORD WI 54484		RSTORE #4477	05/07/2024	06/30/2025	Yes	Yes	
197361	9061 - "Class A" Beer & Liquor	WALTER, TAMMI	5220 NAUGART DR MERRILL WI 54452		HOLIDAY GAS	05/14/2024	06/30/2025	Yes	Yes	





## Council Date Establishment Renewal

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
197365	9062 - "Class A" Liquor	PHILLIPSON, JENNIFER	222 STURGEON EDDY RD WAUSAU WI 54403		GRAND AVE ARTIFACTORY	05/06/2024	06/30/2025	Yes	Yes	
197441	9063 - Class "B" Beer	DYKSTRA, PAUL	1225 WASHINGTON ST WAUSAU WI 54403		WAUSAU AREA SOFTBALL ASSOCIATION	05/08/2024	06/30/2025	Yes	Yes	
197453	9063 - Class "B" Beer	GONZALEZ, SANTOS	3836 LEVER ST EAU CLAIRE WI 54701		NORTENITA GROCERY Y PANADERIA	05/14/2024	06/30/2025	Yes	Yes	
197447	9063 - Class "B" Beer	HOELTER, LEAH	943 SINGLE AVE WAUSAU WI 54403		GLASS & GRAIN HOUSE	05/14/2024	06/30/2025	Yes	Yes	
197452	9063 - Class "B" Beer	JUSUFI, ZENEL	707 S 3RD AVE WAUSAU WI 54401		RED APPLE SOCIAL CLUB	04/24/2024	06/30/2025	Yes	Yes	
197446	9063 - Class "B" Beer	LOR, JASON	406 N 8TH AVE WAUSAU WI 54401		CW FLY BAGS	04/26/2024	06/30/2025	Yes	Yes	
197451	9063 - Class "B" Beer	POLITO, SAM	4686 DUBAY DR MOSINEE WI 54455		POLITO'S PIZZA	05/03/2024	06/30/2025	Yes	Yes	
197448	9063 - Class "B" Beer	RADTKE, RACHEL	411 S 7TH AVE WAUSAU WI 54401		KIN & KIND	05/15/2024	06/30/2025	Yes	Yes	
197444	9063 - Class "B" Beer	RODRIGUEZ-NIETO, ALEJANDRA	609 N 13TH ST WAUSAU WI 54403		EL ZEBAS LLC	05/14/2024	06/30/2025	Yes	Yes	
197449	9063 - Class "B" Beer	SERWE, ZACHARY	8810 S WOODCREEK DR OAK CREEK WI 53154		WAUSAU CYCLONES	05/14/2024	06/30/2025	Yes	Yes	
197442	9063 - Class "B" Beer	XIONG , CHONG	705 JEFFERSON ST WAUSAU WI 54403		C & B SUPER MARKET	05/15/2024	06/30/2025	Yes	Yes	
197445	9063 - Class "B" Beer	ZHENG, KANGNING	1405 GOLDEN MEADOW ST WAUSAU WI 54401		KING BUFFET	04/30/2024	06/30/2025	Yes	Yes	



## Council Date Establishment Renewal

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
197370	9064 - "Class B" Beer & Liquor	,	1800 WESTWOOD CENTER BLVD WAUSAU WI 54401		WESTWOOD CONFERENCE CENTER	05/17/2024	06/30/2025	Yes	Yes	
197382	9064 - "Class B" Beer & Liquor	BANASZEK, CASIMIR	829 E SYLVAN AVE WHITEFISH BAY WI 53217		APPLEBEE'S NEIGHBORHOOD GRILL & BAR	05/06/2024	06/30/2025	Yes	Yes	
197396	9064 - "Class B" Beer & Liquor	BARTNIK, JESSE	205269 HWY 49 WITTENBERG WI 54499		VELVETEEN PLUM	05/13/2024	06/30/2025	Yes	Yes	
197402	9064 - "Class B" Beer & Liquor	BREWER, MATT	226020 DEERTAIL LN WAUSAU WI 54401		MATT'S 101 PUB	05/14/2024	06/30/2025	Yes	Yes	
197425	9064 - "Class B" Beer & Liquor	BRIDENHAGEN, DANIELLE	415 MYSTERIA LN HATLEY WI 54440		GREENWOOD HILLS	06/03/2024	06/30/2025	Yes	Yes	
197392	9064 - "Class B" Beer & Liquor	CASARRUBIAS, JUAN ANTONIO	630 N 3RD ST WAUSAU WI 54403		VENADO CRAFT BEER			Yes	Yes	
197424	9064 - "Class B" Beer & Liquor	CHAGALA COBIX, DAVID	821 E THOMAS ST WAUSAU WI 54403		MANDARIN	05/13/2024	06/30/2025	Yes	Yes	
197403	9064 - "Class B" Beer & Liquor	DADABO, DAN	802 FULTON ST WAUSAU WI 54403		PREGAME PUB	05/03/2024	06/30/2025	Yes	Yes	
197383	9064 - "Class B" Beer & Liquor	DALBEC, MARY	810 ADAMS ST WAUSAU WI 54403		WAUSAU ELKS LODGE #248	05/15/2024	06/30/2025	Yes	Yes	
197405	9064 - "Class B" Beer & Liquor	DASSOW, LINDSEY	421 ALLEN ST ATHENS WI 54411		BUFFALO WILD WINGS	05/08/2024	06/30/2025	Yes	Yes	
197376	9064 - "Class B" Beer & Liquor	DAY, DEAN	1401 ELM ST, # 225 WAUSAU WI 54401		DAY'S BOWL-A-DOME	04/19/2024	06/30/2024	Yes	Yes	
197401	9064 - "Class B" Beer & Liquor	EICHELBERGER, KEVIN	911 STEUBEN ST WAUSAU WI 54403		RED EYE BREWING COMPANY	05/10/2024	06/30/2025	Yes	Yes	



## Council Date Establishment Renewal

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
197428	9064 - "Class B" Beer & Liquor	ELLENBECKER, THEODORA	5810 BIRCHWOOD DR WAUSAU WI 54401		THRIVE FOODERY			Yes	Yes	
197411	9064 - "Class B" Beer & Liquor	FUST, JAMES	150240 OWL LN WAUSAU WI 54401		JIM'S CORNER PUB	05/08/2024	06/30/2025	Yes	Yes	
197427	9064 - "Class B" Beer & Liquor	GALLAGHER, MARY	226919 BOULDER RIDGE WAUSAU WI 54401		THE MILK MERCHANT	04/25/2024	06/30/2025	Yes	Yes	
197420	9064 - "Class B" Beer & Liquor	GLAMAN, LOREEN	5004 KRAMER LN WESTON WI 54476		VINO LATTE	05/09/2024	06/30/2025	Yes	Yes	
197380	9064 - "Class B" Beer & Liquor	GORDON, RICHARD	818 S 3RD AVE WAUSAU WI 54401		M&R STATION	05/13/2024	06/30/2025	Yes	Yes	
197384	9064 - "Class B" Beer & Liquor	HEILMEIER, ROY	7106 VONKANEL WESTON WI 54476		2510 RESTAURANT	05/08/2024	06/30/2025	Yes	Yes	
197389	9064 - "Class B" Beer & Liquor	HOEHN, DANIEL	232 GREENWOOD DRVE ROTHSCHILD WI 54474		4 FATHER'S PUB	05/15/2024	06/30/2025	Yes	Yes	
197374	9064 - "Class B" Beer & Liquor	HOLM, CORY	821 STARK ST WAUSAU WI 54403		LIMERICKS PUBLIC HOUSE	05/13/2024	06/30/2025	Yes	Yes	
197419	9064 - "Class B" Beer & Liquor	HOWE, TIMOTHY	3109 HILLTOP AVE WAUSAU WI 54401		GASLIGHT TAVERN					
197387	9064 - "Class B" Beer & Liquor	HUBERT, HEATHER	613 LEUBNER ST WAUSAU WI 54403		MILWAUKEE BURGER COMPANY	05/01/2024	06/30/2025	Yes	Yes	
197393	9064 - "Class B" Beer & Liquor	HUTCHISON, STEVE	5506 LINDA ST WESTON WI 54476		HUTCH'S STUMBLE INN	05/14/2024	06/30/2025	Yes	Yes	
197408	9064 - "Class B" Beer & Liquor	JAMGOCHIAN, ADAM	709 N 6TH AVE WAUSAU WI 54401		CIAO	05/14/2024	06/30/2025	Yes	Yes	



## Council Date Establishment Renewal

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
197385	9064 - "Class B" Beer & Liquor	JOHNSON, ELLIOTT	220 DROTT ST SCHOFIELD WI 54476		TUESDAY'S BAR	05/15/2024	06/30/2025	Yes	Yes	
197410	9064 - "Class B" Beer & Liquor	JOHNSON, MONTAVIS	307 1/2 NORTH 3RD STREET WAUSAU WI 54403		JEFFERSON STREET INN	05/14/2024	06/30/2025			
197418	9064 - "Class B" Beer & Liquor	JONES, WILLIAM	N8159 COUNTY V IRMA WI 54442		OZ NIGHT CLUB	04/18/2024	06/30/2025	Yes	Yes	
197395	9064 - "Class B" Beer & Liquor	KINGSTON, SHARON	PO BOX 224 SCHOFIELD WI 54476		AFTER SHOCK BAR & GRILL	05/14/2024	06/30/2025	Yes	Yes	
197378	9064 - "Class B" Beer & Liquor	KLEKAMP, BRANDI	427 LAZY BRANCH DRIVE WAUSAU WI 54401		BEST WESTERN PLUS WAUSAU TOWER INN	04/26/2024	06/30/2025			
197415	9064 - "Class B" Beer & Liquor	KNUDSON, CAMILLE	2305 COOLIDGE STREET MADISON WI 53704		THE GREAT DANE PUB & BREWING CO.	06/04/2024	06/30/2025	Yes	Yes	
197404	9064 - "Class B" Beer & Liquor	KORPELA, KEVIN	1221 STEUBEN ST WAUSAU WI 54403		DOWNTOWN GROCERY	05/13/2024	06/30/2025	Yes	Yes	
197368	9064 - "Class B" Beer & Liquor	KRAHN, CASEY	151630 ROBIN LN WAUSAU WI 54401		CHELLIS ST PUB	04/17/2024	06/30/2024	Yes	Yes	
197400	9064 - "Class B" Beer & Liquor	KRUESEL, JAMES	614 PLUMER ST WAUSAU WI 54403		INTERMISSION	05/10/2024	06/30/2025	Yes	Yes	
197375	9064 - "Class B" Beer & Liquor	LITTLE, MERRY	H12092 TRAPPE RD WAUSAU WI 54403		GRAND THEATER/ GREAT HALL	05/14/2024	06/30/2025	Yes	Yes	
197432	9064 - "Class B" Beer & Liquor	LOPPNOW, MARK	1311 STARK ST WAUSAU WI 54403		LOPPNOW'S SPORTS BAR	04/25/2024	06/30/2025	Yes	Yes	
197371	9064 - "Class B" Beer & Liquor	LOR, MAI	1751 CHERRY ST WAUSAU WI 54401		NEWCH'S EATERY					
197366	9064 - "Class B" Beer & Liquor	LUCCI, GLENN	3619 N 11TH ST WAUSAU WI 54403		BACK WHEN CAFE	05/06/2024	06/30/2025	Yes	Yes	



## Council Date Establishment Renewal

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
197373	9064 - "Class B" Beer & Liquor	MAAS, DANIEL	240581 SUNRISE RD WAUSAU WI 54403		BUNKERS/TRIBUTE GOLF	05/15/2024	06/30/2025	Yes	Yes	
197394	9064 - "Class B" Beer & Liquor	MAAS, MICHAEL	3188 PYKE RD MOSINEE WI 54455		CHATTERBOX	05/14/2024	06/30/2025	Yes	Yes	
197390	9064 - "Class B" Beer & Liquor	MALLUM, JOY	1905 EDGEWOOD DR SCHOFIELD WI 54476		DEN MAR TAVERN	04/30/2024	06/30/2025	Yes	Yes	
197406	9064 - "Class B" Beer & Liquor	MARKS, GISELA	821 ADAMS ST WAUSAU WI 54403		THE GLASS HAT	05/15/2024	06/30/2025	Yes	Yes	
197391	9064 - "Class B" Beer & Liquor	MCPAHON, CHRISTOPHER	111 N 10TH AVE WAUSAU WI 54401		HIAWATHA SPORTS BAR	05/20/2024	06/30/2025	Yes	Yes	
197369	9064 - "Class B" Beer & Liquor	MELENDEZ, LUIS	920 STARK ST WAUSAU WI 54403		LA TAQUERIA RESTAURANT	05/13/2024	06/30/2025	Yes	Yes	
197412	9064 - "Class B" Beer & Liquor	MEURETTE, MITCHELL	7615 WOODSMOKE ROAD WAUSAU WI 54401		PEKING RESTAURANT	04/23/2024	06/30/2025	Yes	Yes	
197421	9064 - "Class B" Beer & Liquor	MILBRADT, BROUGAN	2106 EAGLE VALLEY LN WAUSAU WI 54403		THE DOMINO BAR					
197377	9064 - "Class B" Beer & Liquor	MOUA, SARAH	4040 TROY ST WAUSAU WI 54403		CALLON STREET PUB	04/30/2024	06/30/2025	Yes	Yes	
197367	9064 - "Class B" Beer & Liquor	NESS, TAMI	623 GRANT ST WAUSAU WI 54403		COP SHOPPE PUB	05/02/2024	06/30/2025	Yes	Yes	
197388	9064 - "Class B" Beer & Liquor	OLMSTED, RANDY	828 N 2ND AVE WAUSAU WI 54401		WAUSAU LABOR TEMPLE			Yes	Yes	
197413	9064 - "Class B" Beer & Liquor	PINEDA MEDELLIN, JOSE	518 N 2ND AVE WAUSAU WI 54401		JALAPENOS MEXICAN RESTAURANT & BAR					



## Council Date Establishment Renewal

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
197426	9064 - "Class B" Beer & Liquor	POLKINGHORNE, KIRK	1011 WINTON ST WAUSAU WI 54403		NORTH END PUB	05/15/2024	06/30/2025	Yes	Yes	
197372	9064 - "Class B" Beer & Liquor	RAMIREZ, GONZALO	1616 N 6TH ST WAUSAU WI 54403		TAQUERIA TRES HERMANOS	05/15/2024	06/30/2025	Yes	Yes	
197417	9064 - "Class B" Beer & Liquor	SCHILLING, TIMOTHY	148388 ST FRANCIS WAY WAUSAU WI 54401		TREU'S TIC TOC			Yes	Yes	
197414	9064 - "Class B" Beer & Liquor	SCHULZ, JOSEPH	1111 FOREST STREET WAUSAU WI 54403		THE MINT CAFE	04/23/2024	06/30/2025	Yes	Yes	
197397	9064 - "Class B" Beer & Liquor	SCOBELL, RAND	247307 HWY W MERRILL WI 54452		BOB & RANDY'S	05/14/2024	06/30/2025	Yes	Yes	
197430	9064 - "Class B" Beer & Liquor	STIMAC, FRANK	3829 N 14TH ST WAUSAU WI 54403		BB JACK'S			Yes	Yes	
197416	9064 - "Class B" Beer & Liquor	TYLER, DANIEL	604 WILLIAMS STREET ROTHSCHILD WI 54474		THE PINERY COFFEE COMPANY					
197379	9064 - "Class B" Beer & Liquor	UONG, TUAN	1704 PATRIOT DR WAUSAU WI 54403		LEMONGRASS	05/15/2024	06/30/2025	Yes	Yes	
197381	9064 - "Class B" Beer & Liquor	VANG, YER	4331 SLIVERLEAF CT APPLETON WI 54913		CHRISTINE'S	05/14/2024	06/30/2025	Yes	Yes	
197398	9064 - "Class B" Beer & Liquor	VITULLI, JOAN	522 NINA AVE WAUSAU WI 54403		EAGLE'S CLUB	05/14/2024	06/30/2025	Yes	Yes	
197399	9064 - "Class B" Beer & Liquor	VOGT, TYLER	145824 IMPATIENS DR WAUSAU WI 54401		MALARKEY'S PUB	05/14/2024	06/30/2025	Yes	Yes	



## Council Date Establishment Renewal

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
197407	9064 - "Class B" Beer & Liquor	VOGT, TYLER	145824 IMPATIENS DR WAUSAU WI 54401		WESTSIDER DINER & LOUNGE	05/14/2024	06/30/2025	Yes	Yes	
197429	9064 - "Class B" Beer & Liquor	WAGE, DANIEL	146186 VERDANT LN WAUSAU WI 54401		WAUSAU MINE COMPANY	04/26/2024	06/30/2025	Yes	Yes	
197386	9064 - "Class B" Beer & Liquor	WILMOT, DEAN	2332 BONNEY DUNE DR MOSINEE WI 54455		LICKITY SPLITZ	05/13/2024	06/30/2025	Yes	Yes	
197423	9064 - "Class B" Beer & Liquor	WIMMER, TIMOTHY	PO BOX 2051 WAUSAU WI 54402-2051		CAMPUS PUB	05/13/2024	06/30/2025	Yes	Yes	
197431	9064 - "Class B" Beer & Liquor	WOLD, TODD	132 N 11TH AVE WAUSAU WI 54401		WHISKEY RIVER BAR & GRILL			Yes	Yes	
197409	9064 - "Class B" Beer & Liquor	ZIEGEL, JEFFREY	1720 MORTENSON DR WAUSAU WI 54401		WAUSAU CURLING CENTER	05/08/2024	06/30/2025	Yes	Yes	
197456	9067 - Class "B" Beer & "Class C" Wine	HANNEMAN, ARIK	2405 HURLEY CIRCLE WAUSAU WI 54403		NOODLES & COMPANY	05/08/2024	06/30/2025	Yes	Yes	
197458	9067 - Class "B" Beer & "Class C" Wine	LACALAMITA, JODI	170718 CTY RD N RINGLE WI 54471		SAM'S PIZZA	05/06/2024	06/30/2025	Yes	Yes	
197454	9067 - Class "B" Beer & "Class C" Wine	REINKE, JONATHAN	2203 RYANWOOD AVE SCHOFIELD WI 54476		NORTHCENTRAL TECHNICAL COLLEGE	05/01/2024	06/30/2025	Yes	Yes	
197460	9067 - Class "B" Beer & "Class C" Wine	RUSHANI, ALBIONA	1001 PINE STREET MOSINEE WI 54455		A & A RESTAURANT	05/14/2024	06/30/2025	Yes	Yes	
197455	9067 - Class "B" Beer & "Class C" Wine	VAN SLATE, JOHN	319 N 4TH ST WAUSAU WI 54403		319 BISTRO	05/14/2024	06/30/2025	Yes	Yes	



## Council Date Establishment Renewal

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
197459	9067 - Class "B" Beer & "Class C" Wine	XIONG, PHOUA	1705 SHADOWLAWN RD MOSINEE WI 54455		HMONG EGGROLLS	05/15/2024	06/30/2025	Yes	Yes	
197435	9068 - "Class B" Beer & Liquor Reserve	BALLARD, KELLY	1117 N 10TH ST WAUSAU WI 54403		WHITEWATER MUSIC HALL	05/09/2024	06/30/2025	Yes	Yes	
197434	9068 - "Class B" Beer & Liquor Reserve	BURG, DANIEL	1807 KOWALSKI RD MOSINEE WI 54455		COURTYARD BY MARRIOT	04/22/2024	06/30/2024	Yes	Yes	
197436	9068 - "Class B" Beer & Liquor Reserve	GREENWOOD, JULIE	183614 MAYFLOWER LN BIRNAMWOOD WI 54414		WOW FAMILY ENTERTAINMENT CENTER	04/26/2024	06/30/2025	Yes	Yes	
197433	9068 - "Class B" Beer & Liquor Reserve	ZHENG, SAI YUN	709 PARK AVE WAUSAU WI 54403		MASA	05/08/2024	06/30/2025	Yes	Yes	
197554	9075 - Cigarette	,	5101 VERNON AVE S EDINA MN 55436		HOLIDAY GAS	05/14/2024	06/30/2025		Yes	
197577	9075 - Cigarette	,	5101 VERNON AVE S EDINA MN 55436		CROSSROADS COUNTY MARKET	05/14/2024	06/30/2025		Yes	
197569	9075 - Cigarette	BEESE, JUSTIN	1107 CLEVELAND AVE WAUSAU WI 54401		LIL DEVIL GLASS	04/26/2024	06/30/2025		Yes	
197556	9075 - Cigarette	BLUHM, REBECCA	204 ROSS AVE WAUSAU WI 54403		KWIK TRIP #735	04/29/2024	06/30/2025		Yes	
197580	9075 - Cigarette	BLUHM, REBECCA	204 ROSS AVE WAUSAU WI 54403		KWIK TRIP #1723	04/29/2024	06/30/2025		Yes	
197572	9075 - Cigarette	BRANDT, MELODY	1020 S 25TH ST APT 5 WAUSAU WI 54403		KWIK TRIP #728	04/29/2024	06/30/2025		Yes	
197573	9075 - Cigarette	BURT, JOSH	162827 OWL RIDGE ROAD WAUSAU WI 54403		THE GLASS STATION	05/01/2024	06/30/2025		Yes	





## Council Date Establishment Renewal

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
197584	9075 - Cigarette	CHECK, MATTHEW	3708 HILLTOP AVE WAUSAU WI 54401		FLEET FARM	05/15/2024	06/30/2025		Yes	
197565	9075 - Cigarette	DEBRA, RAYMOND	1583 RAVINE DRIVE GREEN BAY WI 54313		FAMILY DOLLAR #32422	05/16/2024	06/30/2025		Yes	
197578	9075 - Cigarette	DUBERSTEIN, STEPHANIE	115 N 5TH AVE WAUSAU WI 54401		WAGNER SHELL 4611	05/07/2024	06/30/2025		Yes	
197585	9075 - Cigarette	EVANS, HEATHER	1723 LENARD ST WAUSAU WI 54401		TOBACCO OUTLET PLUS #501	04/29/2024	06/30/2025		Yes	
197583	9075 - Cigarette	GIGUERE, MELINDA	2308 SHERWOOD AVE SCHOFIELD WI 54476		KWIK TRIP #601	04/29/2024	06/30/2025		Yes	
197593	9075 - Cigarette	GUNAID, ADAM	1405 N. 6TH STREET WAUSAU WI 54403		VIP TOBACCO & VAPE	05/15/2024	06/30/2025		Yes	
197558	9075 - Cigarette	HASHLAMOUN, WALLY	2600 LONDON RD EAU CLAIRE WI 54701		AZARA SMOKE N VAPE	05/07/2024	06/30/2025		Yes	
197566	9075 - Cigarette	HEARLEY, HEIDI	132413 COUNTRYSIDE DR EDGAR WI 54426		THE STORE #62	05/06/2024	06/30/2025		Yes	
197579	9075 - Cigarette	HER, LEE	7320 WHITESPIRE RD, #2 SCHOFIELD WI 54476		KOHLMAN'S INC	05/07/2024	06/30/2025		Yes	
197586	9075 - Cigarette	JAGLER, DAVID	1400 BENT STICK DR WAUSAU WI 54403		TOWNLINE MARKET	04/29/2024	06/30/2025		Yes	
197552	9075 - Cigarette	JOSLIN, JACOB	156550 WHISPERING PINE AVE WAUSAU WI 54403		KWIK TRIP #188	04/29/2024	06/30/2025		Yes	



## Council Date Establishment Renewal

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
197562	9075 - Cigarette	KRUESEL, JAMES	614 PLUMER ST WAUSAU WI 54403		INTERMISSION	05/10/2024	06/30/2025		Yes	
197557	9075 - Cigarette	KUEHL, ALLEN	206 N PARK ST MERRILL WI 54452		KWIK TRIP #322	04/29/2024	06/30/2025		Yes	
197567	9075 - Cigarette	LAMB, JAMES	201 GREENWOOD DRIVE ROTHSCHILD WI 54474		LAMB'S FRESH MARKET	05/14/2024	06/30/2025		Yes	
197564	9075 - Cigarette	LENZNER, AUSTIN	2230 TRACY CT KRONENWETTE R WI 54455		KWIK TRIP #1033	04/29/2024	06/30/2025		Yes	
197561	9075 - Cigarette	NOWAK, LINDA	110870 MILAN AVE MILAN WI 54411		TOBACCO OUTLET PLUS #559	04/29/2024	06/30/2025		Yes	
197575	9075 - Cigarette	OYER, NICHOLAS	5507 RAE JAMES ST WESTON WI 54476		KWIK TRIP #851	04/29/2024	06/30/2025		Yes	
197568	9075 - Cigarette	PATEL, PRAFUL	1809 LENARD ST WAUSAU WI 54401		FAST BREAK MOBIL	05/14/2024	06/30/2025		Yes	
197581	9075 - Cigarette	PLEVAK, TIMOTHY	4303 E RAYBELLE DR WESTON WI 54476		FESTIVAL FOODS	04/30/2024	06/30/2025		Yes	
197571	9075 - Cigarette	SACO, DENIRO	4105 DAY VALLEY DRIVE WILLIAMSBURG MI 49690		SWEET FIRE TOBACCO #37	04/29/2024	06/30/2025		Yes	
197591	9075 - Cigarette	SHARMA, SARASWATI	3571 DRISCOLL RD, APT 6 RHINELANDER WI 54501		FAST FUEL WAUSAU	05/09/2024	06/30/2025		Yes	
197589	9075 - Cigarette	STENCIL, LISA	2211 RADTKE AVE APT B WESTON WI 54476		KRIST FOOD MART #61	05/07/2024	06/30/2025		Yes	



## Council Date Establishment Renewal

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
197576	9075 - Cigarette	STENCIL, LISA	2211 RADTKE AVE APT B WESTON WI 54476		KRIST FOOD MART #89	05/07/2024	06/30/2025		Yes	
197574	9075 - Cigarette	SUBEDI, SURESH	1906 N 10TH AVE, APT 6 WAUSAU WI 54401		GANDAKI MART	05/10/2024	06/30/2025		Yes	
197559	9075 - Cigarette	SUBEDI, SURESH	1906 N 10TH AVE, APT 6 WAUSAU WI 54401		FAST FUEL MART	05/10/2024	06/30/2025		Yes	
197590	9075 - Cigarette	SUBEDI, SURESH	1906 N 10TH AVE, APT 6 WAUSAU WI 54401		GANDAKI MART 1	05/10/2024	06/30/2025		Yes	
197582	9075 - Cigarette	URLAUB, RHONDA	118927 TRAILVIEW ST STRATFORD WI 54484		RSTORE #4476	05/07/2024	06/30/2025		Yes	
197551	9075 - Cigarette	URLAUB, RHONDA	118927 TRAILVIEW ST STRATFORD WI 54484		RSTORE #4474	05/07/2024	06/30/2025		Yes	
197553	9075 - Cigarette	URLAUB, RHONDA	118927 TRAILVIEW ST STRATFORD WI 54484		RSTORE #4475	05/07/2024	06/30/2025		Yes	
197555	9075 - Cigarette	URLAUB, RHONDA	118927 TRAILVIEW ST STRATFORD WI 54484		RSTORE #4477	05/07/2024	06/30/2025		Yes	
197587	9075 - Cigarette	URLAUB, RHONDA	118927 TRAILVIEW ST STRATFORD WI 54484		RSTORE #4495	05/07/2024	06/30/2025		Yes	
197550	9075 - Cigarette	VUE, BAI	705 JEFFERSON ST WAUSAU WI 54403		C & B SUPER MARKET	05/15/2024	06/30/2025		Yes	
197592	9075 - Cigarette	WEBER, DAN	3824 N. 14TH STREET WAUSAU WI 54403		TIMEKEEPER DISTILLERY	04/30/2024	06/30/2025		Yes	



## Council Date Establishment Renewal

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
196545	9076 - Tavern Entertainment				OZ NIGHT CLUB	04/18/2024	06/30/2025		Yes	
196546	9076 - Tavern Entertainment	,	307 N 3RD ST WAUSAU WI 54403		CIAO	05/14/2024	06/30/2025		Yes	
196547	9076 - Tavern Entertainment	,	818 S 3RD AVE WAUSAU WI 54401		M&R STATION	05/13/2024	06/30/2025		Yes	
196549	9076 - Tavern Entertainment	,	1001 GOLF CLUB RD WAUSAU WI 54403		BUNKERS/TRIBUTE GOLF	05/15/2024	06/30/2025		Yes	
196550	9076 - Tavern Entertainment	,	614 PLUMER ST WAUSAU WI 54403		INTERMISSION	05/10/2024	06/30/2025		Yes	
196551	9076 - Tavern Entertainment	,	PO BOX 243 WAUSAU WI 54402-0243		WHITEWATER MUSIC HALL	05/09/2024	06/30/2025		Yes	
196552	9076 - Tavern Entertainment	,	1905 EDGEWOOD DR SCHOFIELD WI 54476		DEN MAR TAVERN	04/30/2024	06/30/2025		Yes	
196553	9076 - Tavern Entertainment	,	612 WASHINGTON ST WAUSAU WI 54403		RED EYE BREWING COMPANY	05/10/2024	06/30/2025		Yes	
196555	9076 - Tavern Entertainment	,	2002 POPLAR LN WAUSAU WI 54403		GREENWOOD HILLS	06/03/2024	06/30/2025		Yes	
196556	9076 - Tavern Entertainment	,	4040 TROY ST WAUSAU WI 54403		CALLON STREET PUB	04/30/2024	06/30/2025		Yes	
196558	9076 - Tavern Entertainment	,	4331 SILVER LEAF CT APPLETON WI 54913		CHRISTINE'S	05/14/2024	06/30/2025		Yes	
196559	9076 - Tavern Entertainment	,	406 N. 8TH AVE WAUSAU WI 54401		CW FLY BAGS	04/26/2024	06/30/2025		Yes	
196560	9076 - Tavern Entertainment	,	1709 MERRILL AVE WAUSAU WI 54401		LICKITY SPLITZ	05/13/2024	06/30/2025		Yes	



## Council Date Establishment Renewal

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
196561	9076 - Tavern Entertainment	,	123 E DOTY ST MADISON WI 53703		THE GREAT DANE PUB & BREWING CO.	06/04/2024	06/30/2025		Yes	
196562	9076 - Tavern Entertainment	,	828 N 2ND AVE WAUSAU WI 54401		WAUSAU LABOR TEMPLE				Yes	
196563	9076 - Tavern Entertainment	,	5506 LINDA ST WESTON WI 54476		HUTCH'S STUMBLE INN	05/14/2024	06/30/2025		Yes	
196564	9076 - Tavern Entertainment	,	218600 HOLTMAN RD STRATFORD WI 54484		LIL OLE WINEMAKER SHOPPE	04/26/2024	06/30/2025		Yes	
196565	9076 - Tavern Entertainment	,	1703 S 3RD AVE WAUSAU WI 54401		EAGLE'S CLUB	05/14/2024	06/30/2025		Yes	
196567	9076 - Tavern Entertainment	,	201 JEFFERSON ST WAUSAU WI 54403		JEFFERSON STREET INN	05/14/2024	06/30/2025		Yes	
196568	9076 - Tavern Entertainment	,	701 WASHINGTON ST WAUSAU WI 54403		COP SHOPPE PUB	05/02/2024	06/30/2025		Yes	
196570	9076 - Tavern Entertainment	,	802 FULTON ST WAUSAU WI 54403		PREGAME PUB	05/03/2024	06/30/2025		Yes	
196571	9076 - Tavern Entertainment	,	821 ADAMS ST WAUSAU WI 54403		THE GLASS HAT				Yes	
196572	9076 - Tavern Entertainment	,	222653 WOODSMOKE RD WAUSAU WI 54401		PEKING RESTAURANT	04/23/2024	06/30/2025		Yes	
196573	9076 - Tavern Entertainment	,	226020 DEERTAIL LN WAUSAU WI 54401		MATT'S 101 PUB	05/14/2024	06/30/2025		Yes	
196538	9076 - Tavern Entertainment	,	1502 N 3RD ST WAUSAU WI 54403		LOPPNOW'S SPORTS BAR	04/25/2024	06/30/2025		Yes	



## Council Date Establishment Renewal

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
196539	9076 - Tavern Entertainment	,	408 N 3RD ST WAUSAU WI 54403		MALARKEY'S PUB	05/14/2024	06/30/2025		Yes	
196540	9076 - Tavern Entertainment	,	102 S 2ND AVE WAUSAU WI 54401		CHATTERBOX	05/14/2024	06/30/2025		Yes	
196541	9076 - Tavern Entertainment	,	414 SCOTT ST WAUSAU WI 54403		WAUSAU ELKS LODGE #248	05/15/2024	06/30/2025		Yes	
196542	9076 - Tavern Entertainment	,	111 N 10TH AVE WAUSAU WI 54401		HIAWATHA SPORTS BAR	05/20/2024	06/30/2025		Yes	
196543	9076 - Tavern Entertainment	,	PO BOX 116 WAUSAU WI 54402-0116		TIMEKEEPER DISTILLERY	04/30/2024	06/30/2025		Yes	
196544	9076 - Tavern Entertainment	,	220 CARLSON PARKWAY N PLYMOUTH MN 55447		MILWAUKEE BURGER COMPANY	05/01/2024	06/30/2025		Yes	
196618	9078 - Amusement Device				OZ NIGHT CLUB	04/18/2024	06/30/2025		Yes	
196620	9078 - Amusement Device	,	1002 N 3RD AVE WAUSAU WI 54401		NORTH END PUB	05/15/2024	06/30/2025		Yes	
196622	9078 - Amusement Device	,	614 PLUMER ST WAUSAU WI 54403		INTERMISSION	05/10/2024	06/30/2025		Yes	
196623	9078 - Amusement Device	,	1001 GOLF CLUB RD WAUSAU WI 54403		BUNKERS/TRIBUTE GOLF	05/15/2024	06/30/2025		Yes	
196624	9078 - Amusement Device	,	123 E DOTY ST MADISON WI 53703		THE GREAT DANE PUB & BREWING CO.	06/04/2024	06/30/2025		Yes	
196586	9078 - Amusement Device	,	821 ADAMS ST WAUSAU WI 54403		THE GLASS HAT				Yes	
196587	9078 - Amusement Device	,	4040 TROY ST WAUSAU WI 54403		CALLON STREET PUB	04/30/2024	06/30/2025		Yes	



## Council Date Establishment Renewal

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
196588	9078 - Amusement Device	,	828 N 2ND AVE WAUSAU WI 54401		WAUSAU LABOR TEMPLE				Yes	
196589	9078 - Amusement Device	,	5506 LINDA ST WESTON WI 54476		HUTCH'S STUMBLE INN	05/14/2024	06/30/2025		Yes	
196590	9078 - Amusement Device	,	802 FULTON ST WAUSAU WI 54403		PREGAME PUB	05/03/2024	06/30/2025		Yes	
196592	9078 - Amusement Device	,	3829 N 14TH ST WAUSAU WI 54403		BB JACK'S				Yes	
196593	9078 - Amusement Device	,	3904 W STEWART AVE WAUSAU WI 54401		WAUSAU MINE COMPANY	04/26/2024	06/30/2025		Yes	
196594	9078 - Amusement Device	,	226020 DEERTAIL LN WAUSAU WI 54401		MATT'S 101 PUB	05/14/2024	06/30/2025		Yes	
196595	9078 - Amusement Device	,	1715 W STEWART AVE WAUSAU WI 54401		DAY'S BOWL-A-DOME	04/19/2024	06/30/2025		Yes	
196596	9078 - Amusement Device	,	3109 HILLTIP AVE WAUSAU WI 54401		GASLIGHT TAVERN				Yes	
196597	9078 - Amusement Device	,	150240 OWL LANE WAUSAU WI 54401		JIM'S CORNER PUB	05/08/2024	06/30/2025		Yes	
196598	9078 - Amusement Device	,	821 STARK ST WAUSAU WI 54403		LIMERICKS PUBLIC HOUSE	05/13/2024	06/30/2025		Yes	
196599	9078 - Amusement Device	,	3 GLENLAKE PARKWAY, FL 5 ATLANTA GA 30328		BUFFALO WILD WINGS	05/08/2024	06/30/2025		Yes	
196600	9078 - Amusement Device	,	311 N 3RD ST WAUSAU WI 54403		POLITO'S PIZZA	05/03/2024	06/30/2025		Yes	



## Council Date Establishment Renewal

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
196601	9078 - Amusement Device	,	701 WASHINGTON ST WAUSAU WI 54403		COP SHOPPE PUB	05/02/2024	06/30/2025		Yes	
196602	9078 - Amusement Device	,	4331 SILVER LEAF CT APPLETON WI 54913		CHRISTINE'S	05/14/2024	06/30/2025		Yes	
196603	9078 - Amusement Device	,	151630 ROBIN LN WAUSAU WI 54401		CHELLIS ST PUB	04/17/2024	06/30/2025		Yes	
196605	9078 - Amusement Device	,	246 S TAYLOR AVE STE 200 LOUISVILLE CO 80027		NATIONAL ENTERTAINMENT NETWORK	05/14/2024	06/30/2025		Yes	
196606	9078 - Amusement Device	,	201 N 17TH AVE WAUSAU WI 54401		BEST WESTERN PLUS WAUSAU TOWER INN	06/03/2024	06/30/2025		Yes	
196607	9078 - Amusement Device	,	818 S 3RD AVE WAUSAU WI 54401		M&R STATION	05/13/2024	06/30/2025		Yes	
196608	9078 - Amusement Device	,	247307 COUNTY RD W MERRILL WI 54452		BOB & RANDY'S	05/14/2024	06/30/2025		Yes	
196610	9078 - Amusement Device	,	PO BOX 224 SCHOFIELD WI 54476		AFTER SHOCK BAR & GRILL	05/14/2024	06/30/2025		Yes	
196612	9078 - Amusement Device	,	414 SCOTT ST WAUSAU WI 54403		WAUSAU ELKS LODGE #248	05/15/2024	06/30/2025		Yes	
196613	9078 - Amusement Device	,	102 S 2ND AVE WAUSAU WI 54401		CHATTERBOX	05/14/2024	06/30/2025		Yes	
196614	9078 - Amusement Device	,	1703 S 3RD AVE WAUSAU WI 54401		EAGLE'S CLUB	05/14/2024	06/30/2025		Yes	
196615	9078 - Amusement Device	,	1905 EDGEWOOD DR SCHOFIELD WI 54476		DEN MAR TAVERN	04/30/2024	06/30/2025		Yes	





## Council Date Establishment Renewal

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
196616	9078 - Amusement Device	,	111 N 10TH AVE WAUSAU WI 54401		HIAWATHA SPORTS BAR	05/20/2024	06/30/2025		Yes	
196617	9078 - Amusement Device	,	1502 N 3RD ST WAUSAU WI 54403		LOPPNOW'S SPORTS BAR	04/25/2024	06/30/2025		Yes	
196582	9054 - Amusement Device Distributor	,	246 S TAYLOR AVE STE 200 LOUISVILLE CO 80027			05/14/2024	06/30/2025		Yes	
196583	9054 - Amusement Device Distributor	,	1020 LOMAR DR WAUSAU WI 54401			04/29/2024	06/30/2025		Yes	

**Total Licenses**

**220**

**PUBLIC HEALTH & SAFETY COMMITTEE**

Date and Time: Monday, May 20, 2024, at 5:15 p.m., Council Chambers

Members Present: Lisa Rasmussen (C), Lou Larson (VC), Becky McElhaney, Sarah Watson, Carol Lukens

Others Present: Mayor Diny, Matt Barnes, Jeremy Kopp, Nathan Cihlar, Tracy Rieger, Tegan Troutner, James Henderson, Kaitlyn Bernarde, Kody Hart

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

**Consider approval or denial of various license applications.**

Christopher McGuirk and Kelly Oxendine, applicants for New Public Transportation License did not appear to appeal the denial recommendation. Eric Hendrickson and Sara Zoromski, applicants for New Bartender/Operator License did not appear to appeal the denial recommendation. Brian Klippel, applicant for Bartender/Operator License Renewal, appeared to appeal the denial recommendation and provided a statement.

Motion by McElhaney to accept or deny the license applications as recommended by staff with the exception of Brian Klippel. Motion carried 5-0.

Watson questioned if renewal applications are reviewed in the same way as new applications and if the applicant can reapply. It was stated renewal and new applications are treated the same and applicants can reapply after denial.

Larson stated the difficulty of allowing a bartender with an alcohol addiction to continue to serve with an unresolved 3<sup>rd</sup> OWI and stated support of the denial recommendation by the Chief of Police.

Rasmussen stated that often the cure is time to allow the court case to resolve and for the recommended treatment program to be completed.

Motion by Watson, seconded by McElhaney, to grant the license application of Brian Klippel against the recommendation of staff. Motion failed 1-4, with Watson in support.

*For full meeting video on YouTube: <https://www.youtube.com/watch?v=L6NRBargSdw>*



---

Kody Hart, Deputy City Clerk

---

TEL: (715) 261-6616  
FAX: (715) 261-6626

TO: Public Health & Safety Committee

FROM: Kody Hart, Deputy City Clerk

RE: Approve or deny various licenses as indicated on the attached summary report of all applications received.

DATE: May 17, 2024 (updated June 6<sup>th</sup>, 2024)

Applications as listed have or will have a background check run by staff and reviewed by the Police Chief or a designee. In accordance with city ordinance, all permits approved are held for debts owed to the city until the debt is paid in full.

#### STAFF RECOMMENDATIONS

Approve or deny as indicated on the summary report attached, including those that may be introduced at the meeting. Further summaries on staff recommendations are outlined below.

1. **Denial Recommendations –New Public Transport License: Christopher McGuirk** – This application is recommended for denial due to recent history of meth possession coupled with arrests for theft and burglary, and was held for action at the April 22<sup>nd</sup>, 2024 Public Health & Safety Committee meeting to allow the committee time to consider documentation of rehabilitation; **Kelly Oxendine** – This application is recommended for denial due to significant recent criminal conviction and arrest history including drug conviction, and battery conviction.
2. **Denial Recommendations – New Bartender/Operator License: Eric Hendrikson** – This application is recommended for denial due to pending recent charge of 2nd Degree Reckless Injury which is an exempt offense; **Sara Zoromski** – This application is recommended for denial due to habitual criminal 23-year history with last conviction in 2022 for theft with an arrest for misappropriation of ID.
3. **Denial Recommendation – Bartender/Operator License Renewal: Brian Klippel** – This application is recommended for denial due to recent OWI 3rd arrest, and strangulation and battery arrest.
4. **Approval Recommendation – Special Event Class I Permits: Community Culture Festival** located at the Marathon Park Exhibition Building on June 8<sup>th</sup>, 2024, from 8 AM to 5 PM, license applicant Mosaic Of North Central Wisconsin, Holly Wolfgram.
5. **Approval Recommendation – “Class A” Beer & Liquor License: Tienda** located at 1616 N. 6<sup>th</sup> Street, license applicant Tres Hermanos LLC, agent Gonzalo Ramirez. This is an existing establishment which currently holds a “Class A” Beer License.

---

Kody Hart, Deputy City Clerk



---

TEL: (715) 261-6616  
FAX: (715) 261-6626

6. **Approval Recommendation – “Class B” Beer & Liquor License:** The Liquor License Review Subcommittee reviewed the application of **Nevermore on Third** located at 1206 N. 3<sup>rd</sup> Street, license applicant DNA Taverns LLC, owner Daniel and Ashley Dadabo. The license was conditionally surrendered to the Clerk’s Office by the previous holder of that premise address. The subcommittee will render a recommendation. [The Liquor License Review Subcommittee convened on May 28<sup>th</sup>, 2024 to review this application and made a recommendation for approval. The application will be forwarded for approval at the July Common Council meeting.](#)
7. **Approval Recommendations – Temporary “Class B” Picnic Licenses – Man of Honor Annual Raffle** located at Marathon Park on June 7-9<sup>th</sup>, 2024, license applicant Man of Honor Society; **Wisconsin Valley Fair (Noon Optimist Beer Tent)** located at Marathon Park on July 30<sup>th</sup>-August 4<sup>th</sup>, 2024, license applicant Wausau Noon Optimists; **Wings Over Wausau** located at the Wausau Airport on June 21-22<sup>nd</sup>, 2024, license applicant Wausau Events; **Big Bull Falls Blues Fest** located at Fern Island Park on August 16-17<sup>th</sup>, 2024, applicant Wausau Events; **St. Anne’s Summer Jam** located at 700 W. Bridge Street on June 14-15<sup>th</sup>, 2024, license applicant St. Anne Parish.
8. **Approval Recommendations - Annual Renewal of Establishments Licenses for the 2024-2025:** All Class A, Class B, and Class C Alcohol Licenses; All Sidewalk Cafe, Cigarette, Amusement Devices, Tavern Entertainment, Dance Hall, Public Transport, Garbage Hauler, and Amusement Device Distributor Business Licenses. Listed as Establishment Renewals.

---

Office of the Mayor  
Doug Diny



---

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

**MEMORANDUM**

DATE: May 29, 2024  
TO: Kody Hart, Deputy City Clerk  
FROM: Doug Diny  
RE: Appointments to various boards and committees

Please note that I will be appointing the following individuals to boards and committees. Please add this to the City Council Agenda packet for the meeting scheduled for Tuesday, June 11, 2024.

If you have any questions, feel free to call or email. Thank you.

**APPOINTED TO THE CAPITAL IMPROVEMENT PROJECTS COMMITTEE**

Gary Gisselman (Replacing Vicki Tierney)  
Term Expires: Term of Office

**HISTORIC PRESERVATION COMMISSION**

Blake Opal-Wahoske (New appointment – N, Replacing Mary Forer)  
903 Franklin St  
Wausau, WI 54403  
715-218-9457  
director@marathoncountyhistory.org  
Term expires: 4/30/2026



## Citizen Participation Form

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

### Contact Information

**First Name \***

Blake

**Last Name \***

Opal-Wahoske

**Address \****Street Address*

903 Franklin Street

*Address Line 2**City*

Wausau

*State / Province / Region*

WI

*Postal / Zip Code*

54403

*Country*

United States

**Phone \***

(715)218-9457

**Email \***

director@marathoncountyhistory.org

**Years as a Wausau Resident, if applicable \***

35

**Occupation/Employer, if applicable**

Executive Director, Marathon County Historical Society

### Business Information

**Business Name**

Marathon County Historical Society

**Address***Street Address*

410 McIndoe Street

*Address Line 2**City*

Wausau

*State / Province / Region*

WI

*Postal / Zip Code*

54403

*Country*

United States

### Boards, Commission and/or Committee Information

## Which Boards, Commissions and/or Committees interest you?

### Board, Commission and/or Committee

Historic Preservation Commission

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

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

Representing the Marathon County Historical Society, as our former director has retired.

### What qualifications can you bring to these Committees? \*

8+ years of historic preservation advocacy.

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

None at this time.

### Other Community Involvement

Board of Directors, Center for the Visual Arts

### References(Please Include 3)

#### First Name \*

Gary

#### Last Name \*

Gisselman

#### Address \*

Street Address

[REDACTED]

Address Line 2

City

Wausau

Postal / Zip Code

54403

State / Province / Region

WI

Country

United States

#### Phone \*

[REDACTED]

#### Relationship to You \*

Chair of Committee

#### First Name \*

Tiffany

#### Last Name \*

Rodriguez-Lee

#### Address \*

Street Address

[REDACTED]

Address Line 2

City

Wauasu

Postal / Zip Code

54403

State / Province / Region

WI

Country

United States

#### Phone \*

[REDACTED]

#### Relationship to You \*

Director of CVA

#### First Name \*

Ali

#### Last Name \*

Aderholdt

#### Address \*

Street Address

[Redacted]

Address Line 2

City

Mosinee

Postal / Zip Code

54455

State / Province / Region

WI

Country

United States

**Phone \***

[Redacted]

**Relationship to You \***

Director of Wausau Events

### Additional Information

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

### Attachment(s)

Limit to 3 upload files





Office of the Mayor  
Doug Diny

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


### VETO OF COUNCIL ACTION 24-0514

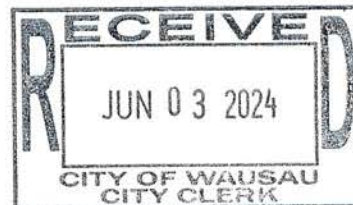
I hereby veto the Common Council action on File # 24-0514 adopted on May 28, 2024 for up to \$100,000.00 on consults to create a North Riverfront Redevelopment Plan.

My reasons are:

- **SPENDING:** The city needs to *be more careful* about spending. The state compliance citywide revaluation will mean double-digit property *tax increase* for many residents; city government should focus on doing all that it can to reign-in spending and mitigate those increases. Spending up to \$100,000.00 on planning consultants for the east riverfront north of Bridge Street does not merit an urgent mid-year spend.
- **PRIORITIES:** In 2011, the city purchased *16 acres* along the east riverfront from MCDEVCO. Only about **half** of that land has been **developed**. The Foundry on 3rd project only develops half of the site of the former downtown mall. We have no shortage of clean-and-green land. Filling those spaces with taxpaying development should be our priority. The city needs to prioritize spending; do we need to do this now?
- **BUDGET:** TID 3 (North Riverfront) has approximately 7 years of life left, and if healthy, we can look at it again in 2025. We're bringing cost analysis discussion to the Water Commission for security and demolition of the old water treatment plant and other costs on the horizon in this district. Getting that data in hand first should be a priority.
- **COMMITMENTS:** The city committed to address **parking** for Athletic Park and the *Wausau Woodchucks* (North Riverfront District). Woodchucks' ownership invested over \$12 million (\$20 million in today's \$) and has plans to bring women's college softball to town, one of the fastest growing and highly attended college sports. This is a premier ballpark in the Midwest, yet travelers to Wausau still endure **suboptimal parking**.

Dated June 3, 2024

  
Doug Diny, Mayor



<b>RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE</b>	
Approving the Authorization for Request For Proposal for the North Riverfront Redevelopment Plan.	
Committee Action:	Failed 2-2
Fiscal Impact:	None
<b>File Number:</b>	24-0514
<b>Date Introduced:</b>	May 28, 2024 (Approved 7-4)
<b>Date Vetoed by Mayor:</b>	June 3, 2024
<b>Date Reconsidered:</b>	June 11, 2024

<b>FISCAL IMPACT SUMMARY</b>			
<b>COSTS</b>	<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>
<b>SOURCE</b>	<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> <span style="float: right;"><i>Annual Retirement</i></span>
	<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**, in the past seven years, the City of Wausau has completed acquisition of properties along the eastside of the river and seeks to redevelop the north riverfront area for future residential, commercial, and recreational use; and

**WHEREAS**, the City of Wausau desires to plan for the future in a cost-effective and efficient manner; and

**WHEREAS**, this Request for Proposal solicits qualified firms to submit a fiscally constrained proposal at or under the budgeted amount of \$100,000; and

**WHEREAS**, a selection committee will evaluate qualified proposals and make a recommendation of one or more firms to the Economic Development Committee for their approval;

**NOW THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Wausau authorizes staff to distribute the Request for Proposal document to find qualified firms to create a North Riverfront Redevelopment Plan.

Approved:

---

Doug Diny, Mayor

**CITY OF WAUSAU  
REQUEST FOR PROPOSAL**

**NORTH RIVERFRONT  
REDEVELOPMENT PLAN  
2024**





# City of Wausau North Riverfront Redevelopment Plan Request for Proposal

The City of Wausau is seeking proposals from qualified firms to prepare a North Riverfront Redevelopment Plan. The project area is the next step in the transition of the Wausau riverfront from legacy industrial to a vibrant place to live, work, and play. The study will propose beneficial and complementary mix of uses, layouts, and designs considering social impact.

## ONE – Introduction

The City of Wausau Council formed the River Edge Commission in 1974 which marked the official start of efforts to clean up and change the riverfront from legacy industrial to recreational, residential, and commercial uses. In the 50 years since, there has been steady progress in acquiring properties, remediating environmental contamination, and building the River Edge Parkway. Highlights of these efforts include the creation of the Whitewater Kayak park, the River Edge Trail, the Dudley Tower, and the Riverlife area.

In the past seven years, the City has completed acquisition of properties along the eastside of the north riverfront that are the project area of this plan. This includes sites that formerly housed the businesses Wausau Chemical, Great Lakes Cheese, and County Materials. While in the past the City has entertained proposals for individual parcels, this plan should seek to create a comprehensive vision and guiding principles for development. There are challenges with the environmental remediation needed, constrained parcel size, and limited access. There is also a desire to create an area that is unique and socially impactful when compared to other sections of the riverfront.

The City's Economic Development Committee has concurred with staff on several goals for the area. Those include:

- Lower intensity residential development, avoidant of single family uses.
- Defined commercial corridors and opportunities
- Extending River Drive along the river with improvements to the River Edge Trail
- Environmental remediation considerations and timing
- Improving public access to the riverfront
- Creating multiple opportunities for neighborhood input

# TWO – Maps

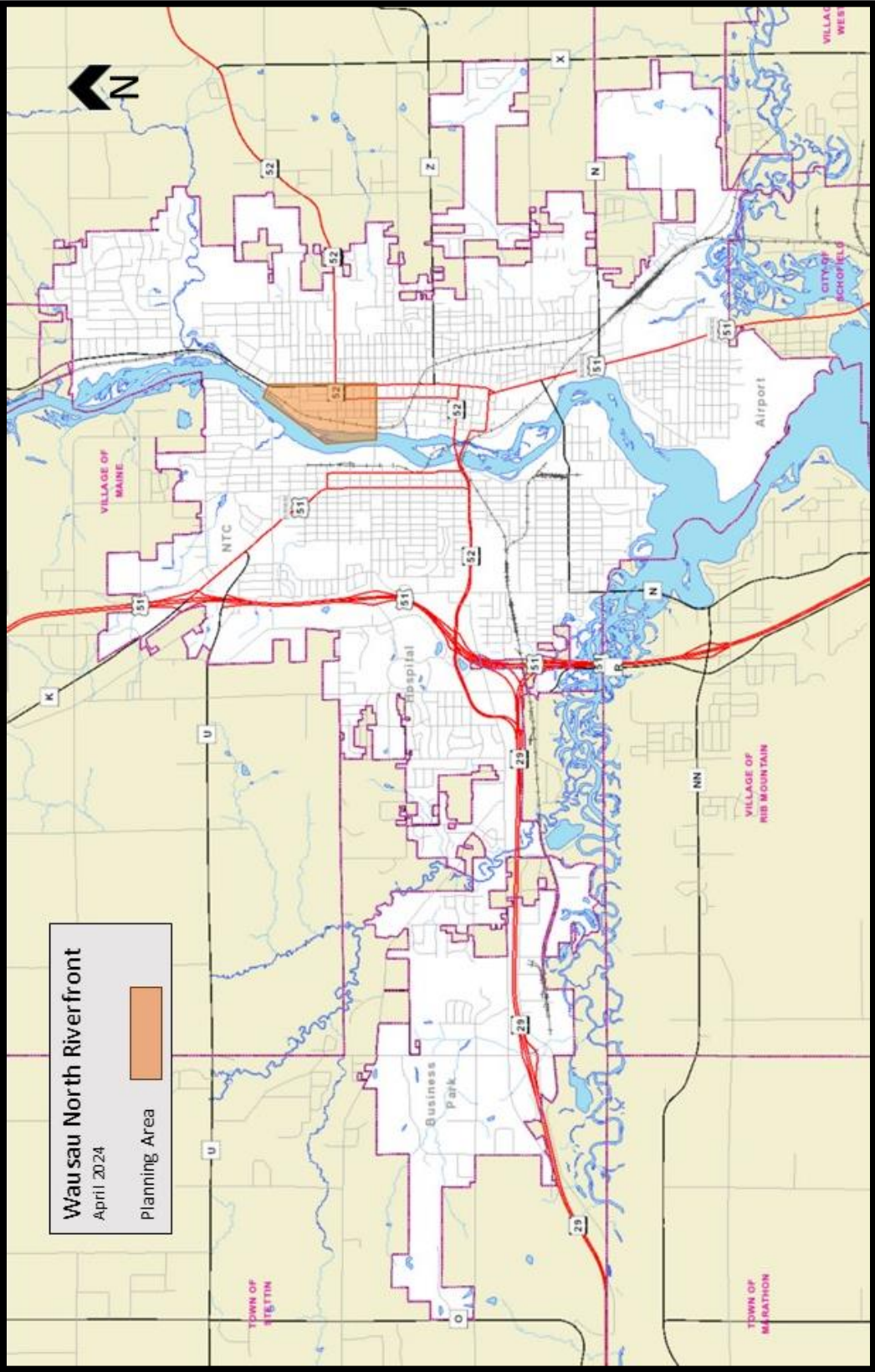


Figure 1. City of Wausau and project area



Figure 2: Plan area and riverfront parcels

## THREE – Supporting Documents

The city has undertaken various plans that may help inform future planning efforts of this area.

[Comprehensive Plan](#)

[Strategic Plan](#)

[Wausau Metropolitan Area Regional Housing Assessment](#)

[River Edge Parkway Master Plan](#)

[South Riverfront Area Master Plan](#)

[East Riverfront Brownfield Plan](#)

## FOUR – Scope of Work

The goal of this plan is to set the foundation for future redevelopment activities and expectations in the plan area. The plan should inform public infrastructure investment to maximize connectivity to the riverfront while reducing impact on the adjoining residential neighborhood. The plan should seek to create new tax base with an appropriate intensity and placement of residential and commercial development.

The City of Wausau Community Development Department will facilitate and manage the study process. The consultant will coordinate with city staff on project management, communication, and information sharing. The city's Economic Development Committee will oversee the process and City Council will approve the final plan. The consultants will need to establish a qualified team to be responsible for carrying out the tasks identified below.

- Determine intensity and placement of residential and commercial development.
- Maximize connectivity to the riverfront and access to the natural river amenities. Analysis of the transportation access to the riverfront parcels and movement within the plan area is necessary to identify public infrastructure needs while reducing impacts to the adjoining residential neighborhood.
- Incorporate input from the surrounding neighborhood throughout the process as well as identified stakeholders.
- Analyze current and future parking needs of the plan area for residents, businesses, recreation, and sports facilities. With accommodation of existing parking agreements to the Wausau Woodchucks organization.
- Examine the need to move or otherwise change any public or private utilities.
- Identify potential signature uses and/or social impact projects to help distinguish the area from other sections of the riverfront.

## FIVE – Deliverables

A comprehensive strategy that details immediate and future opportunities as well as location and intensity of development.

Development of guiding principles for North Riverfront development.

Identification of public infrastructure changes or updates needed.

Project phasing and identification of potential funding sources.

Feasibility and projected cost estimates for major private utility changes.

Transportation components with circulation, accessibility, and parking scenarios.

Site plans and illustrative drawings that will depict general themes, inform development partners, and the public.

## SIX - Budget

Consultants should provide a total cost to prepare the plan including hourly rates and estimated number of hours to complete the project. All expenses associated with the project including all travel and incidental costs should not exceed \$100,000.

## SEVEN - Request for Proposal Process

This RFP seeks the submission of proposals to provide services from any and all interested and qualified consultants. The City of Wausau seeks, by way of this RFP, to obtain services in a manner that maximizes the quality of services while also maximizing value to the City. Consultants must be able to show they are capable of performing the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type, and the local availability of the consultant's personnel.

The RFP response must be submitted electronically to [andrew.lynch@ci.wausau.wi.us](mailto:andrew.lynch@ci.wausau.wi.us) by 4:00 p.m. Central Standard Time on **June 28, 2024**.

All responses must be received by the stated date and time in order to be considered for award. The City will not be responsible for and may not accept late proposals.

By submitting a proposal, each consultant certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The proposal will be used to determine the consultant's capability of rendering the services to be provided. The failure of a consultant to comply fully with the instructions in this RFP may eliminate its proposal from further evaluation as determined in the sole discretion of the City. The City reserves the right to evaluate the contents of proposals submitted in response to this RFP and to select a consultant, if any.

Proposals received late may not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the City.

### A. PROPOSAL SUBMISSION REQUIREMENTS

Submit one (1) complete electronic (PDF) version of your proposal and any required attachments to the City electronically to [andrew.lynch@ci.wausau.wi.us](mailto:andrew.lynch@ci.wausau.wi.us) by 4:00 pm on **06/28/2024**

### B. CONTACT INFORMATION

Provide a signed one-page sheet on your letterhead that includes the address, telephone number, and e-mail address of the contact person(s) and authorized signatories. List the name and title of each person authorized to represent the consultant in negotiations.



### C. COVER LETTER

Provide a signed one-page cover letter on your letterhead that outlines the reason for interest in this project, any special qualifications, and a short description of the proposal.

### Specified Content And Sequence Of Information In The RFP

Each proposal should include sections addressing the following information in the order shown in the following section. The consultant should be sure to include all information that it feels will enable the evaluation committee and, ultimately, the City to make a decision. Failure of the consultant to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently-detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that you feel would be helpful, should be attached to the end of the proposal.

### D. QUALIFICATIONS AND EXPERIENCE:

1. Provide a statement of qualifications for your organization, a statement of the size of firm, a description of services provided by your organization, any DEI-B policy, any relevant vision or core values statements, and a statement of the extent of experience/history providing the services requested by this RFP.
2. How many full time employees (FTEs) do you plan to assign to this project if you are selected? Identify each assigned employee's role on the project and designate the main contact for the project.
3. How many people in total are employed by your company? Delineate between employees and
  - a. sub-consultants.
4. If applicable, list the professional qualifications for each individual that would be assigned to provide services requested by this RFP, including date and educational institutions of any applicable degrees, additional applicable training, and any professional certifications and/or licensing. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.

### E. PROPOSED APPROACH:

This section describes your proposed approach for meeting the services required by the City, as listed above. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which you plan to provide adequate staffing (if applicable), and equipment or other resources provided by you (if applicable). Keep these considerations in mind as you respond to the following:

1. Describe how you will fulfill the needs of the City described in this RFP. Attach a project plan, if appropriate.
2. List your needs for physical space and/or equipment at the City during this engagement, if any, aside from space or equipment that would be provided by the City as an obvious aspect of the requested services (for example, computers to document services, etc.).
3. Identify how you will meet all other aspects of the scope of work and related requirements stated above. List any items that you cannot provide.
4. Estimate the number of meetings included in the proposed project budget.
5. Cost Analysis and Budget for Primary Services:
6. Provide an itemized budget and a detailed explanation for all costs associated with providing the requested services.

7. Is travel time to the city of Wausau or other locations expected to be billable? If so, how will travel time invoices be calculated?
8. Include start-up costs if any.

F. CLAIMS, LICENSURE AND NON-DISCRIMINATION VIOLATIONS AGAINST YOUR ORGANIZATION:

List any current licensure or non-discrimination claims against you/your organization and those having occurred in the past five years, especially any resulting in claims or legal judgments against you.

G. WORK SAMPLES AND REFERENCES:

List at least three business references for which you have recently provided similar services and associated projects. Include contact names, titles, phone numbers and e-mail addresses for all references provided. Also provide any work samples you feel are representative of your work on a similar project.

H. PROPOSAL EVALUATION

All proposals received will be evaluated by an RFP evaluation committee. During the evaluation process, the City may require a consultant's representative to answer specific questions orally and/or in writing.

Once a finalist or group of finalists is selected, additional interactions or information may be required.

The RFP evaluation committee will select the firm that it determines is most likely to deliver a feasible, quality product. Selection will be based on the overall strength of each proposal, and the evaluation is not restricted to considerations of any single factor, such as cost.

The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

1. Qualifications and experience of the firm, including capability and experience of personnel to be employed on this project.
2. Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services.
3. Demonstrated history of successfully performing related services to comparable entities.
4. Cost for the services described by this RFP and the value provided to the City.
5. The evaluation committee may consider any other criteria it deems relevant, and the evaluation committee is free to make any recommendations it determines to be in the best interest of the City. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal.

Note that the City reserves the right to evaluate proposals solely based on each provider's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the City. The City reserves the right to select proposals other than those with lowest costs.

I. ADDITIONAL TERMS AND CONDITIONS

The City reserves the right to accept or reject any or all proposals or portions thereof without stated cause. Upon selection of a finalist, the City by its proper officials shall attempt to negotiate and reach a final agreement with the finalist. If the City, for any reason, is unable to reach a final agreement with this finalist; the City then reserves the right to reject such finalist and negotiate a

final agreement with another finalist who has the next most viable proposal. The City may also elect to reject all proposals and issue a new RFP.

The City is not bound to accept the proposal with the lowest cost, but may accept the proposal that demonstrates the best abilities and qualifications to meet the needs of the City. The City reserves the right to waive any formalities, defects, or irregularities, in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of the City.

DRAFT

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

**RESOLUTION OF THE FINANCE COMMITTEE**

Resolution Approving 2024 Budget Modifications - Additional Soil Sampling and Soil Removal for the Riverside Rail Corridor and Park Remediation, BRRRTS # 02-37-584785.

Committee Action: Fin 3-0

Fiscal Impact: \$25,550

**File Number:** 23-1109P

**Date Introduced:** June 11, 2024

**FISCAL IMPACT SUMMARY**

<b>COSTS</b>	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Budget Source: Rate Revenue</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$25,550</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
<b>SOURCE</b>	<i>Fee Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$25,550</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount</i> <span style="float: right;"><i>Annual Retirement</i></span>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

**RESOLUTION**

**WHEREAS**, the necessary testing and compliance documentation has been conducted on the Riverside Park remediation site and the Remedial Action Options Report was accepted by the Wisconsin DNR; and

**WHEREAS**, remediation work was originally bid and original costs were \$149,036 and a budget of \$154,000 was approved; and

**WHEREAS**, previously approved budget modifications were \$6,550 and \$10,482.62 for a current total project amount of \$171,032.62; and

**WHEREAS**, the WDNR has requested additional soil testing and soil removal and the proposed cost to complete the work is \$25,550 bringing the total project amount to \$196,582.62; and

**WHEREAS**, your Finance Committee recommended approval of the budget modification in the amount of \$25,550 at the May 14, 2024 meeting;

**NOW THERE BE IT RESOLVED**, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2024 Budget as outlined above.

Approved:

\_\_\_\_\_  
Doug Diny, Mayor

**FINANCE COMMITTEE**

Date and Time: Tuesday, May 14, 2024, at 5:15 p.m., Council Chambers

Members Present: Gary Gisselman (VC), Terry Kilian, Vicki Tierney

Members Excused: Michael Martens (C), Becky McElhaney

Others Present: Mayor Diny, MaryAnne Groat, Matt Barnes, Justin Pluess, Anne Jacobson, Eric Lindman, Dustin Kraege, Liz Brodek, Tammy Statz, Kody Hart, Alder Henke

Noting the presence of a quorum Vice Chairperson Gisselman called the meeting to order at 5:15 p.m.

**Discussion and possible action on a budget modification of \$25,550 for the Riverside Park Soil Remediation.**

Motion by Kilian, seconded by Tierney, to approve the budget modification. Motion carried 3-0.



# REI

CIVIL & ENVIRONMENTAL  
ENGINEERING, SURVEYING

**ENVIRONMENTAL SITE INVESTIGATION  
PROPOSAL – ADDITIONAL SOIL SAMPLING  
(MAY 2024)**

**SUBJECT PROPERTY:  
RIVERSIDE PARK  
132 RIVER STREET  
WAUSAU, WI**



**Submitted To:**

City of Wausau  
Attn: Mr. Eric Lindman, P.E.  
407 Grant Street  
Wausau, WI 54403-4783  
May 8, 2024

**Prepared By:**

REI Engineering, Inc.  
4080 N 20<sup>th</sup> Avenue  
Wausau, WI 54401  
(715) 675-9784

**COMPREHENSIVE  
SERVICES WITH  
PRACTICAL  
SOLUTIONS**



# Why Choose REI?



CIVIL & ENVIRONMENTAL  
ENGINEERING, SURVEYING

*What are our  
clients saying?*

Thank you for requesting a proposal from REI Engineering, Inc. (REI). We have enclosed a copy of REI's Professional Services Agreement. If the Agreement is acceptable, please sign and return to our office. We will begin our services upon receipt of the executed agreement and your authorization.

clear understanding of the regulatory process and applying it to your project.

At REI, your opinion matters. We contact every client to evaluate and improve our services. We listen to you and offer solutions according to your expectations.

We offer comprehensive services with practical solutions. Client satisfaction is achieved through a

**The following statistics demonstrate our commitment to exceeding your expectations and are based on a 5 year average.**



Would you  
hire REI again?

100%



Did REI meet your  
expectation on the  
quality of service?

99.6%



99.4%



Did REI meet  
your deadlines?

99%

Did REI keep you  
informed on  
project progress?

How would you rate REI out of 5 stars?



"From the initial contact and continued direction...I have found REI to be an absolute asset to see the pace of my projections and projects to be fully completed on time. Very knowledgeable and professional."

*Northcentral Technical  
College*

"I can always count on REI to provide me the services they promise by the deadlines we (sometimes even unreasonably) set for them."

*Ruder Ware*

"I had an outstanding experience working with REI from start to finish. REI is very knowledgeable and did an excellent job keeping me informed on the progress of the job." *Jon Thompson, Etco Electric Supply, Inc.*

"REI has been an excellent organization to work with. They make it a pleasure to do business with them. As we at Incredible Bank would say REI is incredible."

*Incredible Bank*

"REI Continues to be a very reliable and capable business partner. They instill confidence, meet deadlines, and are just good people to do business with. From the person that answers the phone, to the various individuals engaged in the final outcome; professionalism, courtesy and service is outstanding."

*Greenheck Fan Corporation*

**REIengineering.com**

# What REI Can Do For You

REI Engineering specializes in exceeding client expectations in civil engineering, surveying, environmental and safety consulting. Client satisfaction is achieved through a clear understanding of the regulatory

process and applying it to individual projects. Simply put - the vast number of repeat clients at REI indicate that we align our priorities with those of the client's to accomplish success.



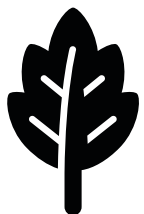
## CIVIL ENGINEERING DESIGN AND CONSTRUCTION

Unmatched project delivery supported by integrity and quality



## LAND SURVEYING

Premier, accurate provider of surveying and land planning services, with commitment to efficient technology utilization and regulatory developments



## ENVIRONMENTAL CONSULTING AND EMERGENCY RESPONSE

Dedicated and experienced professionals apply critical thinking to deliver cost effective solutions



## SAFETY CONSULTING

Identifying economic solutions to comply with safety and regulatory compliance, implementing plans and executing training

“From the first phone call to REI to the completion of the inspection, REI has kept us informed of every step that needed to be completed and when it was scheduled. REI understood the urgency of our situation and was instrumental in making sure communication with the WI DNR and the Town of Roosevelt was shared. We would highly recommend REI!!!

*Cheryl Ustianowski,  
Town of Roosevelt*

“It was very easy to work with REI, they were very prompt with getting in touch with me on where our project was at all times. It exceeded my expectations as to how fast it all got done. I thought it was very nice how the owner took the time to come in and introduce herself to me and just chat when I came down for our first meeting, to me, that goes a long ways. I would definitely recommend your service to anyone I know. Thanks again”

REI provided survey and design services for our company. Our project included a site survey and topographic survey, zoning compliance services, design services which included consideration for relocation of tractor/trailer access to loading docks, location of new septic mound system, erosion control plan including a storm water retention pond and building expansion. A Storm Water Management Plan was developed for our company. We initially consulted with Tom Radenz and Mike Mohr was the Project Engineer that worked on our project. Mike was very professional and knowledgeable - he was responsive to our questions/changes and was considerate of timing requirements. He attended and presented at town meetings on our behalf and was a pleasure to work with. We were very happy with the services provided by REI for our project.”

*Goetsch's Welding & Machine, Inc.”*



## INTRODUCTION

On September 24, 2019, TRC Solutions submitted Wood Waste Burning Site Investigation results for the WAULECO site. This sampling was based on aerial models and was collected near potential sources of dioxins and furans. Three (3) samples were collected along the former railroad tracks which revealed an exceedance for residential direct contact Residual Contaminant Level (RCL).

On November 21, 2019, the City of Wausau received a “Responsible Party Letter” for contamination identified within the former rail corridor located at the south end of Riverside Park. This letter required the City of Wausau to conduct a site investigation for Dioxin/Furan contamination related to soil samples along the riverside rail corridor. The source was suspected to be the railroad ties.

In April 2020, September 2020, and May 2021; REI Engineering, Inc. (REI) personnel collected a total of fifty-six (56) soil samples from the railroad corridor and southern end of Riverside Park surrounding the discharge of a stormwater culvert. The analytical results were submitted to the WDNR Project Manager.

In September 2021, REI submitted a Site Investigation Report with Technical Assistance Request summarizing the results of the site investigation in accordance with Wisconsin Administrative Code (WAC) Chapter NR716. The report identified soil contamination, exceeding the WAC Chapter NR720 Direct Contact RCLs exists on the subject property. The extent of unsaturated soil contamination appears to have been adequately defined on the subject property. Based on these results, REI recommended remedial actions be taken to address unsaturated soil contamination exceeding the WAC Chapter NR720 direct contact RCLs. The WDNR completed the technical review and approved the Site Investigation Report in November 2021.

In June 2022, REI submitted a Remedial Action Options Report summarizing remedial action options to address identified soil contamination exceeding the WAC Chapter NR720 Direct Contact RCLs present on the site. Based upon the effectiveness, technical feasibility, cost, and estimated time to site remediation and closure, REI recommended soil excavation and landfilling of the excavated materials as the preferred remedial action for the site. Prior to disposal of the contaminated materials, the Marathon County Landfill required additional soil sampling for the landfill’s Protocol 1 to determine that the excavated materials could be

disposed of as a solid waste and would not be qualified as a hazardous material. Additionally, REI recommended that additional soil samples be collected from the proposed excavation prior to completion of the excavation in order to verify the excavation would encompass the entire lateral extent of soil contamination. These samples would also be used as the sidewall confirmation samples for the completed excavation since it is not possible to accurately field screen for the contaminants of concern.

In September 2022, October 2022, and November 2022; REI personnel collected a total of eighteen (18) soil samples from the proposed excavation boundaries to ensure the proposed excavation boundaries would capture all Dioxin/Furan contamination exceeding the WAC Chapter NR720 Non-Industrial Direct Contact RCLs. After the initial sampling conducted in September 2022, additional sampling was complete due to exceedance identified resulting in the proposed excavation area being increased. These samples were utilized as the excavation confirmation soil samples for the sidewalls of the excavation.

Between July 17, 2023, and July 21, 2023, 1,827.14 tons of contaminated soil was excavated and transported to the Marathon County Landfill for disposal. REI personnel collected twenty-five (25) additional confirmations soil samples for the previously unsampled sidewalls and base of the soil excavation. Laboratory analysis identified five (5) confirmation soil samples with concentrations of select Furan compounds exceeding the WAC Chapter NR720 Non-Industrial Direct Contact RCLs. Soil sample S27 was collected from below the direct contact zone and can be managed through continuing obligations. Soil samples S29, S37, and S36 were collected from the south-southwestern excavation boundary and appear to represent contamination on adjacent properties. Soil sample S33 was collected from the sidewall of the lower portion of the excavation at depths ranging from two (2) to three (3) inches below land surface. Due to the location and shallow depth of contamination, REI is recommending additional remediation to remove the identified soil contamination near soil sample S33.

On October 12, 2023, REI personnel conducted a limited hand excavation with 1.89 tons of contaminated soil excavated and transported to the Marathon County Landfill for disposal. The excavation was completed in a half circle shape along the July 2023 soil excavation boundary and centered on soil sample S33. Three (3) confirmation soil samples were collected and submitted for laboratory analysis. The two (2) sidewall samples, S45 and S46, identified exceedances of the WAC Chapter NR720 Non-Industrial Direct Contact RCLs.

On January 24, 2024, REI submitted an Excavation Documentation Report to the WDNR summarizing the remedial actions taken at the site and requesting the WDNR determine if the City of Wausau was responsible to investigate residual soil contamination beyond the subject property boundaries.

On April 24, 2024, REI and City of Wausau personnel had a meeting with the WDNR Project Manager to discuss the WDNR's review of the Excavation Documentation Report and determination of the City of Wausau's responsibility for contamination beyond the subject property's boundaries. The WDNR determined the City of Wausau was not responsible for contamination beyond the subject property's boundaries, but additional investigation and remediation would need to be conducted in the area of soil samples S45 and S46

The purpose of the following scope of services is to collect additional soil samples from the area of S45 and S46 to define the lateral and vertical extent. Once the extent has been determined additional soil excavation volume can be determined. REI is proposing the following scope of work to define the degree and extent of residual soil contamination in the area of confirmation soil samples S45 and S46.

#### **SCOPE OF WORK**

1. A utility locate request will be submitted to the Wisconsin Diggers Hotline at least three (3) business days prior to sampling activities.
2. Mobilize to the site and collect soil samples from twelve (12) locations as depicted in Figure 2. REI personnel will collect two (2) soil samples from each sample location. One (1) soil sample will be collected at a depth of two (2) to three (3) inches below land surface and a second sample will be collected from ten (10) to twelve (12) inches below land surface.
3. Collected soil samples will be submitted to a state certified laboratory incrementally. Six (6) soil samples collected from the three (3) sample locations closest to confirmation soil samples S45 and S46 will be the initial submittal. Pending the laboratory analytical results of the initial six (6) samples submitted, up to eighteen (18) additional soil samples will be submitted if required to define the degree and extent of contamination in the area of confirmation soil samples S45 and S46.

4. REI will update the existing detailed site map showing all significant features including the approximate former soil sample locations along with these additional soil sample locations and approximate property lines.
5. REI personnel will prepare an Update Report summarizing the soil analytical results. If soil contamination is defined, REI will include the proposed volume of soil to be removed and work with the City of Wausau regarding options to complete additional remedial actions. If the degree and extent is not defined after submittal of all twenty-four (24) soil samples, REI will provide the City of Wausau with a cost estimate for any additional sampling required.

#### **EXEMPTIONS**

Any additional remediation and preparation of a case closure request is not included in this proposal.

#### **CONDITIONS**

Should unanticipated conditions develop necessitating changes in the work scope, REI will notify you immediately. The cost will be based on the actual work completed in accordance with our current standard fee schedule.



# Professional Services Agreement

Proposed Services: Environmental Site Investigation – Additional Soil Sampling (May 2024)  
Site Name: Riverside Park, 132 River Street, Wausau, WI  
Client: City of Wausau, Attn: Mr. Eric Lindman, P.E., 407 Grant Street, Wausau, WI 54403  
Date: May 8, 2024 REI Project No.: 9073

REI's Scope of Services on the project is limited to the Work Scope previously stated in the proposal document.

**REI has relied on the following understanding in preparing the Work Scope and basis of payment:** Site Investigation Report, Remedial Action Options Report, Excavation Report, April 24, 2024, Meeting with WDNR.

**REI will provide the following deliverables:** Update Report

Services provided by REI will be reimbursed by the Client at REI's hourly rate schedule. The fee will be invoiced upon completion of the scope of services. REI has estimated the costs for the additional scope of work as follows.

<b>Subcontracted Services</b>	
Laboratory Analysis – Soil Samples – up to 24 samples (\$833.96/sample)	\$20,015.00
Waste Disposal – Decontamination Water	\$10.00
<b>Professional Consulting Services</b>	
Project management, data interpretation, drafting, report preparation	\$4,125.00
Field time and travel, equipment and supplies	\$1,400.00
<b>Estimated Project Total*</b>	<b>\$25,550.00</b>

*\*Cost for additional remediation and preparation of the case closure request is not included in this proposal.*

General Conditions: See "General Conditions"

By executing this Agreement, the Client and REI acknowledge that this Agreement is limited to the expressly enumerated Work Scope and Deliverables; that it is premised upon the Client representations set forth herein; and that it is subject to the general and supplemental conditions (if any) incorporated herein.

<b>CLIENT:</b>	<b>REI ENGINEERING, INC.:</b>
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: <u>Matthew C. Michalski, P.G.</u>
Title: _____	Title: <u>Hydrogeologist</u>
Phone number: _____	Date: _____
Date: _____	

## **PART I: SERVICES AND DELIVERABLES**

REI Engineering, Inc. ("REI") agrees to provide to Client the services and deliverables (the "Services and Deliverables") enumerated in the attached Work Scope and Professional Services Agreement (collectively with these General Conditions, the "Agreement") subject to these General Conditions. Amendments to the Agreement shall be in writing and approved by both REI and Client or may be as verbally requested by Client if subsequently confirmed by REI in writing and actually provided or performed by REI. The Agreement shall not be effective until it is signed by both REI and Client. REI may withdraw this Agreement at any time prior to execution by REI and Client. In the event these General Conditions conflict with any terms contained in the Work Scope, Professional Services Agreement, or any other agreement between Client and REI, these General Conditions shall control.

## **PART 2: FEES FOR SERVICES**

**2.1** Client agrees to compensate REI for the Services and Deliverables by REI, its subcontractors, or subconsultants in accordance with the Agreement. REI will submit invoices to Client approximately monthly and a final invoice upon completion of the Services and Deliverables. Invoices will show charges based on the Agreement. A detailed itemization of charges will be provided at Client's request for a reasonable charge.

**2.2** Client will pay the balance stated on the invoice unless Client notifies REI in writing of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date. Client will be deemed to have accepted all invoice amounts not disputed within such 15-day period. Payment of undisputed amounts is due within thirty (30) days after each invoice date. On past due accounts, Client will pay a finance charge of 1.5% per month.

**2.3** REI will notify Client in advance of schedule costs that are expected to exceed the estimates in the Agreement. In such events, Client may: (a) authorize additional funds to complete the Services and Deliverables as originally defined; (b) redefine the Work Scope in order to fit the remaining funds; or (c) request the work related to the Services and Deliverables is stopped at the specific expenditure level. If option (c) is chosen, REI will turn over such data, results, and material completed at the authorized level, and neither REI nor Client shall have further obligation or liability except for payment of work performed and other obligations arising prior to the date of termination of this Agreement.

**2.4** Unless explicitly set forth in the Work Scope, providing testimony, expert witness services, or other services related to legal proceedings are not included in the Services and Deliverables. In the event REI voluntarily agrees or is required to provide such services, such services shall be deemed additional services and Client shall pay REI for such services at rates equal to double REI's then-current hourly rates and shall reimburse REI for any costs and expenses REI incurs in the course of such services.

## **PART 3: SITE INFORMATION/SITE ACCESS/DELIVERABLES**

**3.1** Client shall inform REI of all known information regarding existing and proposed conditions of the property that may affect REI's completion of the Services and Deliverables. Client will immediately provide to REI any new information of which Client becomes aware during the course of the project.

**3.2** Client agrees to provide REI, prior to REI starting the Services and Deliverables, all information known or available to Client regarding the presence and location of any buried or concealed pipes, tanks, cables, utilities, or other manmade objects on or beneath the property that may affect or may be affected by REI in completing the Services and Deliverables. Client agrees to waive any claim against REI and to indemnify, defend, and hold harmless REI, its subcontractors, consultants, agents, and employees from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from damaged utilities, concealed pipes, tanks, cables, or other manmade objects not made known to REI by Client. Client agrees to hold harmless and indemnify REI from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from damage to buried pipes, cables, or utilities improperly marked or designated by "Diggers Hotline" or similar other utility location service.

**3.3** Client shall provide to REI accurate and reliable information regarding property lines and property ownership, unless ascertainment of the same is expressly included within the Work Scope. Client agrees to indemnify and hold harmless REI from any and all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from inaccurate or incomplete information provided hereunder or otherwise failing to comply with the requirements of this Part 3.3.

**3.4** Client shall furnish right of entry to REI, its subcontractors, employees, and agents as deemed necessary by REI to complete the Services and Deliverables. Client agrees to cooperate with REI such that the Services and Deliverables can be completed. Client agrees to hold REI harmless from any losses or penalties due to delays in the completion of the Services and Deliverables arising from Client's failure to comply with this Part 3.4.

**3.5** REI provides the Services and Deliverables to Client for Client's sole and exclusive use only in connection with the project contemplated in this Agreement and only for the Services' and Deliverables' intended purpose.

**3.6** While REI will take reasonable precautions to minimize any damage to property, it is understood by Client that in the normal course of REI's services, some damage may occur. The restoration of any damage is the responsibility of Client. If Client directs REI to restore property to its former condition, the costs associated with restoration will be added to REI's fee.

**3.7** In accepting and utilizing any drawings, documents, specifications, reports, calculations, estimates, data, and other work product created or developed by REI pursuant to this Agreement (collectively, the "Documents and Data"), Client covenants and agrees that all such Documents and Data shall remain the property of REI, and REI shall retain all common law, statutory, and other rights, including copyrights, whether the project is completed or not; provided, however, that, so long as Client pays REI the fees due under the Agreement, REI hereby grants to Client a royalty-free, fully paid-up, perpetual, irrevocable, transferable, and non-exclusive right and license to use the Documents and Data. Client agrees that Documents and Data furnished to Client that are not paid for as provided in this Agreement will be returned to REI upon demand and will not be used by Client for any purpose whatsoever. Client further agrees not to use the Documents and Data, in whole or in part, for any purpose or project other than the project that is the subject of the Agreement. Client shall make no claim against REI resulting in any way from unauthorized changes or reuse of the Documents and Data for any other project by anyone. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold REI harmless from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from any changes made by anyone other than REI or from any reuse of the Documents and Data without the prior written consent of REI. In the event of conflict between electronic media and sealed drawings, sealed drawings govern.

## **PART 4: HAZARDOUS MATERIALS**

**4.1** Client shall inform REI of any and all hazardous waste or toxic substances located or present on the property, the disposal or discharge of which requires notification to the Wisconsin Department of Natural Resources or any other governmental agency pursuant to Section 292.11 of the Wisconsin Statutes or any other applicable environmental law or regulation. Client agrees to indemnify and hold harmless REI from any and all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from the discharge, disposal, or spill of any hazardous or toxic substance on the property not identified by Client and made known to REI.

**4.2** Client and REI acknowledge that, prior to the starting its services, REI has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic or hazardous substance or other material found, identified, or as yet unknown on the property.

**4.3** If, in the course of performance of this Agreement, hazardous or toxic substances are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Work Scope, Services and Deliverables, time schedule, and payment schedule will become subject to renegotiation or termination at the discretion of REI. Client agrees to hold harmless REI from all claims, penalties, losses, or liabilities arising from a delay in the completion of the services or work due to the unanticipated discovery of hazardous or toxic substances.

**4.4** Client releases REI from any claim for damages, penalties, or remedial orders resulting from or arising out of any pre-existing environmental conditions at the site where the services or work is being performed that was not directly or indirectly caused by and did not result from, in whole or in part, any error or omission of REI, its subcontractors, agents, employees, and representatives.

4.5 Nothing contained within this Agreement shall be construed or interpreted as requiring REI or its subcontractors to assume the status of a generator, storer, treator, or disposal facility as defined in any federal, state or local statute, regulation, or rule governing treatment storage, transport, and/or disposal of hazardous or toxic materials.

#### **PART 5: SUBCONTRACTORS**

Client hereby acknowledges that REI may use the services and goods of subcontractors to perform the Services and Deliverables set forth in this Agreement. To the extent the subcontractors are chosen and utilized at the full discretion of REI, REI shall remain responsible to Client for the work and services of its subcontractors. If Client exercises any control over the selection of subcontractors utilized to complete the Services or Deliverables or utilizes or arranges for other contractors to perform work and services relating to, associated with, or otherwise affecting the Services and Deliverables provided by REI, REI shall not be liable or responsible for the means, methods, or quality of the work performed by such subcontractors or contractors, and Client agrees to hold harmless and indemnify REI from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from or due to, in whole or in part, such subcontractor's or contractor's work.

#### **PART 6: LIMITATIONS OF LIABILITY**

6.1 Client hereby agrees that in no event shall REI's aggregate liability arising out of the Services and Deliverables or this Agreement for any and all claims asserted against REI, whether arising out of contract, tort, statute, or otherwise, exceed the greater of: (a) the fees paid to REI pursuant to this Agreement; or (b) the proceeds of REI's professional liability insurance policy.

6.2 Notwithstanding any other provision contained in the Agreement, in no event shall REI be liable for any special, indirect, incidental, punitive, or consequential damages of any kind, including, without limitation, lost profits or loss of use, regardless of the form of the claim and regardless of whether any such damages were foreseeable.

6.3 Client or Client's construction contractor shall have sole and complete responsibility for job site conditions (at all times and not limited to normal working hours) during the course of construction, including construction means and methods, and safety of all persons and property.

6.4 Client agrees to hold harmless, indemnify and defend REI from and against any and all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising out of, or in any way connected with: (a) the presence, discharge, release, or escape of contaminants of any kind; or (b) the acts, omissions, or work of Client or third parties, except for such liability as may arise out of REI's own negligence or willful misconduct in the performance of this Agreement.

#### **PART 7: INSURANCE**

REI will carry workers compensation insurance and public liability and property damage insurance policies that REI considers adequate. Certificates of insurance will be provided to Client upon request. REI will not be responsible for any loss or liability arising from negligence, actions, or omissions by Client or by others.

#### **PART 8: FORCE MAJEURE**

Neither party shall be deemed in default of the Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment) results, without its fault or negligence, from any cause beyond its reasonable control including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, riots insurrections, fires explosions, earthquakes, floods, adverse weather conditions, strikes, or lock-outs. Should unanticipated conditions develop necessitating changes in the Work Scope, REI will notify Client as soon as reasonably practicable. REI will take any and all measures to preserve and protect the safety of REI's personnel, the public, and/or environment, and Client agrees to waive any claim against REI related to such measures.

#### **PART 9: PERMITS**

9.1 Client agrees to obtain all necessary permits, licenses, and approvals required for completion of the Services and Deliverables unless acquisition of the same is expressly included in the Work Scope. REI makes no guarantees or promises regarding approval of any petition, application, or request for permits, licenses, or approvals necessary for the completion of the Services and Deliverables. Client agrees to hold REI harmless from all losses or damages arising from the denial of any petition, application, or request for necessary permits, licenses, or approvals unless said denial is due solely to the negligence of REI.

9.2 REI will assist Client in applying for permits from regulatory agencies to the extent stated in the Work Scope.

9.3 Services required by regulatory agencies as a condition of permit approval, but which are not included in the Work Scope, will be considered additional services for which Client will pay REI additional compensation at REI's then current rates. REI will not perform additional services without Client's consent.

9.4 It is understood that REI's Services and Deliverables are limited to the items in the Work Scope. REI has and will have no additional responsibility for compliance with federal, state, or local permitting requirements. Without limited the foregoing, REI has and will have no responsibility for compliance with the Wisconsin Statutes and the Wisconsin Administrative Code, including but not limited to Wisconsin Statutes Chapters 30 and 31 and Wisconsin Administrative Code Sections NR151, NR216, and TRANS 233, or the site erosion control plan, to whatever extent each applies to the project. Client agrees to indemnify, defend, and hold REI harmless from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, resulting from noncompliance with the requirements of Wisconsin Statutes and of the Wisconsin Administrative Code other than for tasks specifically identified in the Work Scope to be performed by REI.

#### **PART 10: STANDARD OF CARE**

Services and Deliverables performed and provided by REI under this Agreement will be performed and provided with the level of care and skill ordinarily exercised by members of the profession currently practicing in similar conditions, time, and location. Except as provided in the previous sentence, REI MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES AND DELIVERABLES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

#### **PART 11: TERMINATION**

This Agreement may be terminated by Client upon not less than seven (7) days' written notice to REI in the event the project contemplated by this Agreement is permanently abandoned. If the project is abandoned by Client for more than ninety (90) consecutive days, REI may terminate this Agreement by giving written notice. In the event of termination, Client will compensate REI in full for services performed prior to termination, together with additional services that are made necessary by the termination. Such compensation will be on the basis of REI's standard hourly rates in effect at the time of termination.

#### **PART 12: REI EMPLOYEES**

Client agrees that, during the term of this Agreement and for a period of six (6) months after the termination of this Agreement for any reason, neither Client nor any of its representatives or affiliates shall directly or indirectly solicit for employment or contract for services any REI Employee. Client agrees that during this period it will not otherwise induce, influence, or encourage any REI Employee to terminate employment with REI. "REI Employee" for purposes of this section means any employee of REI with whom the Client had contact as a result of the services provided under this Agreement. This Part 12 does not apply to general solicitation through the media or by a search firm that is not directed specifically to any employees of REI unless such solicitation is undertaken as a means to circumvent this Part 12. The Client agrees that the restrictions contained in this Part 12 are reasonable. Upon a determination that any term or provision of this Part 12 is invalid, illegal, or unenforceable, the court may modify this Part 12 to substitute the maximum duration, scope, or geographical area legally permissible under such circumstances to the greatest extent possible to effect the restrictions originally contemplated by the parties. Client agrees that if it breaches this Part 12, it shall remit a recruitment fee to REI in an amount equal to the REI Employee's salary for the immediately prior six (6) months. Client agrees that this fee will be delivered to REI within thirty (30) days of the date of a breach of this Part 12.

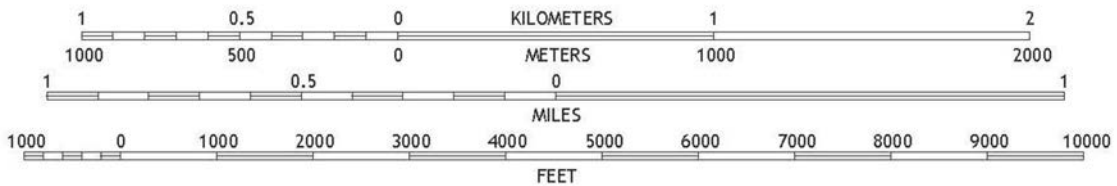
#### **PART 13: MISCELLANEOUS**

This represents the entire Agreement between the parties and supersedes all prior representations or agreements. No alterations to, or modification of, the terms and conditions of this Agreement shall be effective except as specifically provided in this Agreement or as agreed by both REI and Client in writing. Client shall not assign its interest in this Agreement without the consent of REI, which consent may be withheld in REI's sole discretion. Client shall reimburse REI for all costs incurred by REI in collecting late payments or enforcing REI's rights under this Agreement, including reasonable attorneys' fees and court costs. This Agreement shall be construed in accordance with the laws of the State of Wisconsin without giving effect to its conflict of laws principles.

DRAWING FILE: P:\9000-9099\9073 - CITY OF WAUSAU RIVERSIDE RR CORRIDOR\DWGS\9073-VICN.DWG LAYOUT: RR CORRIDOR PLOTTED: JAN 15, 2024 - 9:29AM PLOTTED BY: MATTM

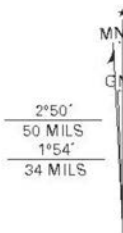


SCALE 1:24 000



CONTOUR INTERVAL 10 FEET  
NORTH AMERICAN VERTICAL DATUM OF 1988

**WAUSAU WEST QUADRANGLE**  
**WISCONSIN - MARATHON COUNTY**  
**7.5-MINUTE SERIES**



UTM GRID AND 2019 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET



QUADRANGLE LOCATION  
WAUSAU WEST, WI  
2018

REI ENGINEERING, INC.

RIVERSIDE RAILROAD CORRIDOR  
132 RIVER STREET  
WAUSAU, WI



FIGURE 1 : LOCATION MAP

PROJECT NO.  
9073

DRAWN BY:  
MCM

DATE:  
1/15/2024





**LEGEND**

0  30  
SCALE: 1" = 30'

- ◆ SOIL SAMPLE - PROPOSED - ROUND 1 SUBMITTAL
- ◆ SOIL SAMPLE - PROPOSED - ROUND 2 SUBMITTAL
- ◆ SOIL SAMPLE - PROPOSED - ROUND 3 SUBMITTAL
- ▲ SOIL SAMPLE - EXCAVATION SAMPLE - REI ENGINEERING, INC
- SOIL SAMPLE - WASTE DETERMINATION - REI ENGINEERING, INC
- ◆ SOIL SAMPLE - PARK - REI ENGINEERING, INC
- SOIL SAMPLE - RR CORRIDOR - REI ENGINEERING, INC
- ▲ SOIL SAMPLE (2019) - SAND CREEK CONSULTANTS, INC
- ◆ SOIL SAMPLE (2008) - CWE, INC
- ▲ SOIL SAMPLE (2006) - CWE, INC
- UTILITY POLE

EXCAVATION TO 1 FOOT BLS . . . . .

EXCAVATION TO 4 FEET BLS . . . . .

OVERHEAD UTILITIES . . . . .

SANITARY SEWER LINE . . . . .

ABANDONED RAILROAD TRACKS (REMOVED) . . . . .

PROPERTY BOUNDARIES (APPROXIMATE) . . . . .

- NOTES:**
1. SAND CREEK CONSULTANTS, INC SOIL SAMPLE LOCATIONS ARE AN APPROXIMATION BASED ON THE CITY OF WAUSAU AND MARATHON COUNTY GIS MAP "SOIL SAMPLES LOCATIONS RIVERSIDE PARK" (DECEMBER 2019)
  2. CWE, INC. SOIL SAMPLE LOCATIONS ARE AN APPROXIMATION BASED ON CWE'S MAP "SAMPLE LOCATION MAP" (OCTOBER 2009)
  3. NOT ALL SAMPLE LOCATIONS ARE IDENTIFIED ON THIS MAP. ALL AVAILABLE SAMPLE LOCATIONS ARE DEPICTED ON THE EXPANDED DETAILED SITE MAP UNLESS NOTED.



RIVERSIDE RAILROAD CORRIDOR  
132 RIVER STREET  
WAUSAU, WISCONSIN



FIGURE 2 : DETAILED SITE MAP - PARK CULVERT

PROJECT No. 9073	DRAWN BY: MCM	DATE: 5/7/2024
---------------------	------------------	-------------------

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

<b>RESOLUTION OF THE FINANCE COMMITTEE</b>	
Approving 2024 Budget Modification – Able Stormwater Lift Station Rehabilitation.	
Committee Action: Fin 5-0	
Fiscal Impact: \$158,000.00	
<b>File Number:</b>	23-1109Q
<b>Date Introduced:</b>	June 11, 2024

<b>FISCAL IMPACT SUMMARY</b>			
<b>COSTS</b>	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$158,000</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
<b>SOURCE</b>	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$70,000 ARPA</i>
	<i>Debt Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount \$88,000 Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" 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**, the rehabilitation of the Able Stormwater Lift Station was originally funded through ARPA in the amount of \$900,000; and

**WHEREAS**, a consultant was hired to prepare the design, plans, and specifications for the rehabilitation project for a cost of \$75,000; and

**WHEREAS**, the rehabilitation project was let for bid and bids were opened by the Board of Public Works with the low bid in the amount of \$983,000 (base bid of \$895,000 and alternate of \$88,000), and

**WHEREAS**, the total cost for the rehabilitation project is \$1,058,000, which is \$158,000 over the budgeted amount, and

**WHEREAS**, using ARPA to fully fund projects over \$1,000,000 comes with additional requirements, and

**WHEREAS**, the Finance Committee at their May 28<sup>th</sup> meeting, reviewed the budget modification request and recommends funding the budget modification as proposed; and

*Fund	*Cost Center	Spend Category	Program	Grant	Debit Amount	Credit Amount
215 ARPA Fund	56754 ARPA Grants		WARPA_013 ARPA Abel Stormwater Liftstation	GR-000035 Coronavirus State and Local Fiscal Recovery Funds	\$0.00	\$70,000.00
440 Capital Projects Fund - Bond Proceeds	58101 Debt Management				\$0.00	\$88,000.00
440 Capital Projects Fund - Bond Proceeds	57336 Storm Water Capital Projects	58250 Storm Sewers			\$88,000.00	\$0.00
215 ARPA Fund	56754 ARPA Grants	58250 Storm Sewers	WARPA_013 ARPA Abel Stormwater Liftstation	GR-000035 Coronavirus State and Local Fiscal Recovery Funds	\$70,000.00	\$0.00

**NOW THEREFORE BE IT RESOLVED** by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2024 Budget as outlined above.

Approved:

---

Doug Diny, Mayor

**FINANCE COMMITTEE**

Date and Time: Tuesday, May 28, 2024, at 5:15 p.m., Council Chambers

Members Present: Michael Martens (C), Gary Gisselman (VC), Becky McElhaney, Terry Kilian, Vicki Tierney

Others Present: Mayor Diny, MaryAnne Groat, Matt Barnes, Todd Baeten, Jeremy Kopp, Anne Jacobson, Eric Lindman, Kody Hart, Alder Lukens

Noting the presence of a quorum Chairperson Martens called the meeting to order at 5:15 p.m.

**Discussion and possible action approving budget modification for the Abel LS construction project.**

Motion by Gisselman, seconded by McElhaney, to approve. Motion carried 5-0.

DRAFT



Dept. of Public Works & Utilities

Eric Lindman, P.E.  
Director of Public Works & Utilities

**TO:** Finance Committee

**FROM:** Eric Lindman, P.E.  
Director of Public Works & Utilities

**DATE:** May 28, 2024

**SUBJECT:** Abel Lift Station Budget Modification – ARPA & 2024 Budget

---

This is the only stormwater lift station within the city. The city council originally funded the proposed lift station rehabilitation through ARPA in the amount of \$900,000. Engineering worked with a consultant to prepare the design, plans and specifications for the project and it was bid in late April. Bids were opened at the Board of Public Works on May 21, 2024 and bids came in high. Low bid for construction was \$983,000 (\$895,000 base bid and \$88,000 Alternate). Additional expenditures in the amount \$75,000 were used toward professional engineering services to help prepare the specifications and drawings for bidding the project. The total project is \$1,058,000.

The needed amount of funds to award this project is a total of \$158,000. Using ARPA to fully fund projects over \$1,000,000 has special additional requirements so it is best if the city were to keep ARPA allocated funding to below this threshold. One option would be fund the remainder if this project as follows:

ARPA - \$70,000

Borrow (2024) - \$88,000 (amount of the alternate bid item)

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

**RESOLUTION OF THE FINANCE COMMITTEE**

Approving and Adopting a Budget Modification for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects - Supplement Existing Lead Line Replacement Study.

Committee Action:     Approved 3-0

Fiscal Impact:         \$40,258

**File Number:**         23-1109R

**Date Introduced:**     June 11, 2024

<b>FISCAL IMPACT SUMMARY</b>			
<b>COSTS</b>	<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: ARPA funding Lead Service Line Replacement</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$40,258</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
<b>SOURCE</b>	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$40,258</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount                    Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input checked="" type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

**RESOLUTION**

**WHEREAS**, the City of Wausau authorized American Rescue Plan funding for a Lead Service Line study to assist in inventorying lead service lines and a strategy for replacement; and

**WHEREAS**, ARPA funds in the amount of \$106,672 were allocated to the project; and

**WHEREAS**, an additional \$40,258 is needed to complete the project funding; and

**WHEREAS**, \$500,000 of ARPA funds were allocated to the 2023 Lead Service line replacements and excess funding will be available; and

**WHEREAS**, a budget modification adding \$40,258 to the Service Line Replacement Plan and deducting from the Lead Service Line Replacements is proposed; and

**WHEREAS**, your Finance Committee has reviewed, and recommends the following budget modification to move \$40,258 to the ARPA Lead Service Line Plan budget from the ARPA Lead Service Line Replacements budget:

*Fund	*Cost Center	Spend Category	Program	Grant	Debit Amount	Credit Amount
215 ARPA Fund	56754 ARPA Grants	57175 Financial Assistance to Individuals	WARPA_031 ARPA Homeowner Lead Line Replacement RR	GR-000035 Coronavirus State and Local Fiscal Recovery Funds	\$0.00	\$40,258.00
215 ARPA Fund	56754 ARPA Grants	52150 Architectural, Engineering and Planning Services	WARPA_031 ARPA Homeowner Lead Line Replacement RR	GR-000035 Coronavirus State and Local Fiscal Recovery Funds	\$40,258.00	\$0.00

**NOWTHERE BE IT RESOLVED**, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2024 Budget as outlined above, and

**BE IT FURTHER RESOLVED**, that the proper City officials are directed to encumber funds and complete the projects and purchases in accordance with the American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund

Approved:

---

Doug Diny, Mayor

## **FINANCE COMMITTEE**

Date and Time: Tuesday, May 14, 2024, at 5:15 p.m., Council Chambers

Members Present: Gary Gisselman (VC), Terry Kilian, Vicki Tierney

Members Excused: Michael Martens (C), Becky McElhaney

Others Present: Mayor Diny, MaryAnne Groat, Matt Barnes, Justin Pluess, Anne Jacobson, Eric Lindman, Dustin Kraege, Liz Brodek, Tammy Statz, Kody Hart, Alder Henke

Noting the presence of a quorum Vice Chairperson Gisselman called the meeting to order at 5:15 p.m.

### **Discussion and possible action to approve and adopt a Budget Modification for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects to Supplement Existing Lead Line Replacement Study.**

Motion by Tierney, seconded by Kilian, to approve the budget modification. Motion carried 3-0.



RESOLUTION NO. 24-0607

RESOLUTION AUTHORIZING THE ISSUANCE AND  
SALE OF UP TO \$12,420,999 WATER SYSTEM REVENUE BONDS, SERIES 2024,  
AND PROVIDING FOR OTHER DETAILS AND  
COVENANTS WITH RESPECT THERETO

WHEREAS, the City of Wausau, Marathon County, Wisconsin (the "Municipality") owns and operates a Water System (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on November 14, 2017 (the "2017C Resolution"), the Municipality has heretofore issued its Water System Revenue Bonds, Series 2017C, dated December 5, 2017 (the "2017C Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on September 10, 2019 (the "2019D Resolution"), the Municipality has heretofore issued its Water System Revenue Bonds, Series 2019D, dated October 1, 2019 (the "2019D Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on June 9, 2020 (the "2020B Resolution"), the Municipality has heretofore issued its Water System Revenue Bonds, Series 2020B, dated June 24, 2020 (the "2020B Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, the 2017C Bonds, the 2019D Bonds and the 2020B Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 2017C Resolution, the 2019D Resolution and the 2020B Resolution shall collectively be referred to as the "Prior Resolutions"; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 4930-19 and No. 4930-12 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. W-2023-0006 and dated January 26, 2023 and No. W-2023-0087 and dated March 17, 2023 by the DNR; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality has heretofore issued its Note Anticipation Note, Series 2023A, dated June 29, 2023 (the "Prior Note") for the purpose of paying a portion of the costs of the Project; and

WHEREAS, pursuant to Section 66.0621(4)(b), Wisconsin Statutes any municipality may also issue new bonds to provide funds for the payment of any outstanding municipal obligations issued for purchasing, acquiring, constructing, extending, adding to, improving, conducting, controlling, operating and managing a public utility; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell water system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project and to refund the Prior Note; and

WHEREAS, the Prior Resolutions permit the issuance of additional bonds on a parity with the Prior Bonds upon certain conditions, and those conditions have been met; and

WHEREAS, other than the Prior Bonds, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Section 66.0621, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;
- (c) "Bonds" means the \$12,420,999 Water System Revenue Bonds, Series 2024, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (d) "Bond Year" means the twelve-month period ending on each May 1;
- (e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;
- (f) "Debt Service Fund" means the Water System Revenue Bond and Interest Special Redemption Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;
- (g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

- (h) "Fiscal Year" means the twelve-month period ending on each December 31;
- (i) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;
- (j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from water charges imposed by the Municipality, all payments to the Municipality under any service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees, any tax incremental district revenues or other revenues of the Municipality pursuant to Section 9 appropriated by the Governing Body to the System, and any special assessments levied and collected in connection with the Project;
- (k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;
- (l) "Municipality" means the City of Wausau, Marathon County, Wisconsin;
- (m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;
- (n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;
- (o) "Prior Bonds" means the 2017C Bonds, the 2019D Bonds and the 2020B Bonds, collectively;
- (p) "Prior Note" means the Municipality's Note Anticipation Note, Series 2023A, dated June 29, 2023;
- (q) "Prior Resolutions" means the 2017C Resolution, the 2019D Resolution and the 2020B Resolution, collectively;
- (r) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;
- (s) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;
- (t) "System" means the entire Water System of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the extraction, collection, treatment, storage, transmission, distribution metering and discharge of industrial and potable public water, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every

nature comprising part of or used or useful in connection with such Water System and including all appurtenances, contracts, leases, franchises, and other intangibles;

(u) "2017C Bonds" means the Municipality's Water System Revenue Bonds, Series 2017C, dated December 5, 2017;

(v) "2017C Resolution" means a resolution adopted by the Governing Body on November 14, 2017 authorizing the issuance of the 2017C Bonds;

(w) "2019D Bonds" means the Municipality's Water System Revenue Bonds, Series 2019D, dated October 1, 2019;

(x) "2019D Resolution" means a resolution adopted by the Governing Body on September 10, 2019 authorizing the issuance of the 2019D Bonds;

(y) "2020B Bonds" means the Municipality's Water System Revenue Bonds, Series 2020B, dated June 24, 2020; and

(z) "2020B Resolution" means a resolution adopted by the Governing Body on June 9, 2020 authorizing the issuance of the 2020B Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses) and refunding the Prior Note, there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$12,420,999; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

The Governing Body hereby determines that the refunding of the Prior Note is advantageous and necessary to the Municipality.

Section 3. Terms of the Bonds. The Bonds shall be designated "Water System Revenue Bonds, Series 2024" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 2.145% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on November 1, 2024 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to optional redemption prior to maturity except as provided in the Financial Assistance Agreement but shall be subject to mandatory redemption as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by electronic transfer or by check or draft of the Municipality (as directed by the registered owner) and if by check or draft, mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter continued, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the Prior Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds, certain funds of the System which were created and established by the 2017C Resolution are hereby further continued and shall be used solely for the following respective purposes:

- (a) Water System Operation and Maintenance Fund (the "Operation and Maintenance Fund"), which shall be used for the payment of Current Expenses.
- (b) Water System Revenue Bond and Interest Special Redemption Fund (the "Debt Service Fund"), which shall be used for the payment of the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and Parity Bonds as the same becomes due. The Reserve Account provided by the 2017C Resolution and 2019D Resolution within the Debt Service Fund is not pledged to the payment of principal of or interest on the Bonds or the 2020B Bonds, and moneys in the Reserve Account shall under no circumstances be used to pay principal of or interest on the Bonds or the 2020B Bonds.

- (c) Water System Depreciation Fund (the "Depreciation Fund"), which shall be used to provide a proper and adequate depreciation account for the System.
- (d) Water System Surplus Fund (the "Surplus Fund"), which shall first be used when necessary to meet requirements of the Operation and Maintenance Fund including the one month reserve, the Debt Service Fund including the Reserve Account, and the Depreciation Fund. Any money then remaining in the Surplus Fund at the end of any Fiscal Year may be used only as permitted and in the order specified in Section 66.0811(2), Wisconsin Statutes. Money thereafter remaining in the Surplus Fund may be transferred to any of the funds or accounts created herein.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source), and any amount required by the Prior Resolutions or a future resolution authorizing the issuance of additional Parity Bonds to fund the Reserve Account;
- (c) to the Depreciation Fund, an amount determined by the Governing Body to be sufficient to provide a proper and adequate depreciation account for the System; and
- (d) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (d) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to fund the Reserve Account as required in connection with the 2017C Bonds and the 2019D Bonds and any future bonds secured thereby.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Water System SDWLP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing water services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Prior Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds as to the pledge of revenues of the System. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional

obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Safe Drinking Water Loan Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as a registered municipal advisor, an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may calculate would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to \$12,420,999 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement



requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Water System SDWLP Project Fund." The Water System SDWLP Project Fund shall be used solely for the purpose of paying the costs of the Project and refunding expended proceeds of the Prior Note as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Water System SDWLP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to

the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Safe Drinking Water Loan Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Redemption of the Prior Note. The Governing Body hereby calls the Prior Note for redemption on June 27, 2024 or as soon as practicable thereafter. The Governing Body directs its officers and agents to take all action necessary to effect the redemption of the Prior Note.

Section 20. Conflicting Resolutions. All ordinances, resolutions (other than the Prior Resolutions), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control as long as any of the respective Prior Bonds are outstanding.

Passed: June 11, 2024

Approved: June 11, 2024

---

Doug Diny  
Mayor

Attest:

---

Kaitlyn A. Bernarde  
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED  
NO. \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF WISCONSIN  
MARATHON COUNTY  
CITY OF WAUSAU

REGISTERED  
\$ \_\_\_\_\_

WATER SYSTEM REVENUE BOND, SERIES 2024

Final  
Maturity Date

May 1, 2044

Date of  
Original Issue

\_\_\_\_\_, 20\_\_

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

FOR VALUE RECEIVED the City of Wausau, Marathon County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2025 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.145% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2024.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration (the "Financial Assistance Agreement") including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2025 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Two and 145/1000ths percent (2.145%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date (as directed by the registered owner) and if by check or draft, mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

This Bond shall be redeemable prior to its maturity as provided in the Financial Assistance Agreement.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Water System of the Municipality and refunding obligations of the Municipality issued for that purpose, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted June 11, 2024, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$12,420,999 Water System Revenue Bonds, Series 2024, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues of the Water System of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Water System Revenue Bonds, Series 2017C, dated December 5, 2017, Water System Revenue Bonds, Series 2019D, dated October 1, 2019 and Water System Revenue Bonds, Series 2020B, dated June 24, 2020, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF WAUSAU,  
WISCONSIN

(SEAL)

By: \_\_\_\_\_  
Doug Diny  
Mayor

By: \_\_\_\_\_  
Kaitlyn A. Bernarde  
City Clerk

COPY

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

---

---

---

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

---

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

---

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

---

SCHEDULE A

\$12,420,999

CITY OF WAUSAU, WISCONSIN  
WATER SYSTEM REVENUE BONDS, SERIES 2024

<u>Amount of Disbursement</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

COPY



SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2025	\$503,867.93
May 1, 2026	514,675.90
May 1, 2027	525,715.69
May 1, 2028	536,992.30
May 1, 2029	548,510.78
May 1, 2030	560,276.34
May 1, 2031	572,294.26
May 1, 2032	584,569.98
May 1, 2033	597,109.00
May 1, 2034	609,916.99
May 1, 2035	622,999.71
May 1, 2036	636,363.05
May 1, 2037	650,013.04
May 1, 2038	663,955.82
May 1, 2039	678,197.67
May 1, 2040	692,745.01
May 1, 2041	707,604.39
May 1, 2042	722,782.51
May 1, 2043	738,286.20
May 1, 2044	754,122.43

**FINANCE COMMITTEE**

Date and Time: Tuesday, May 14, 2024, at 5:15 p.m., Council Chambers

Members Present: Gary Gisselman (VC), Terry Kilian, Vicki Tierney

Members Excused: Michael Martens (C), Becky McElhaney

Others Present: Mayor Diny, MaryAnne Groat, Matt Barnes, Justin Pluess, Anne Jacobson, Eric Lindman, Dustin Kraege, Liz Brodek, Tammy Statz, Kody Hart, Alder Henke

Noting the presence of a quorum Vice Chairperson Gisselman called the meeting to order at 5:15 p.m.

**Discussion and possible action regarding Safe Drinking Water Loan Closing and Payoff of Note Anticipation Note 2023A.**

Motion by Tierney, seconded by Kilian, to approve moving this forward. Motion carried 3-0.

# City of Wausau Safe Drinking Water Loan Closing Timeline

SDWLP Loan No. 4930-12 and 4930-19

April '24						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May '24						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June '24						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July '24						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Date	Event	Responsible Party
04/18/24	All document except interim financing payoff and first disbursement request uploaded	D, City
05/08/24	Revised loan budgets submitted	D, City
05/10/24	<i>Draft FAA</i>	DNR, DOA
05/10/24	<i>Submit first disbursement request</i>	D, City
	<i>Provide interim financing payout</i>	City
	<i>Provide draft loan resolutions for Council packet</i>	Q
05/28/24	Preferred date for Council approval	

### Key

- City = City of Wausau
- DNR = Department of Natural Resources
- DOA= Department of Administration
- D = Donohue
- E = Ehlers
- Q = Quarles

Date	Event	Responsible Party

### Notes

- Italics indicate approximate or estimated dates*
- City Council meeting
- Loan closing dates



411 East Wisconsin Avenue  
Suite 2400  
Milwaukee, Wisconsin 53202-4428  
414.277.5000  
Fax 414.271.3552  
www.quarles.com

Attorneys at Law in  
Chicago  
Denver  
Indianapolis  
Madison  
Milwaukee  
Minneapolis  
Naples  
Phoenix  
St. Louis  
San Diego  
Tampa  
Tucson  
Washington, D.C.

June 4, 2024

**VIA EMAIL AND UPS**

Ms. Maryanne A. Groat  
Finance Director/Treasurer  
City of Wausau  
407 Grant Street  
Wausau, WI 54403

Re: Bond Resolution - \$12,420,999 City of Wausau Water System Revenue Bonds,  
Series 2024 (Safe Drinking Water Loan) (the "Revenue Bonds")

Dear Ms. Groat:

Enclosed for consideration at the June 11, 2024 Common Council meeting is a copy of a **Resolution** authorizing the execution of the Financial Assistance Agreement and the issuance of the Revenue Bonds to the State of Wisconsin Safe Drinking Water Loan Program. A copy of the draft Financial Assistance Agreement provided by DNR should be distributed to the Common Council along with the Resolution.

If you have not already done so, please include this Resolution on the agenda for the meeting. Please then post the agenda in at least three public places and provide it to the official newspaper of the City (or if the City has no official newspaper, to a news medium likely to give notice in the area) and to any other requesting media at least twenty-four hours prior to the meeting (see Section 19.84(1)(b), Wisconsin Statutes). **If the meeting will be a virtual meeting, please be sure to include on the agenda and the notices the dial-in number or other information necessary for the public and the media to access and monitor the meeting.** The enclosed **Certificate of Compliance with Open Meeting Law** must be completed in connection with the meeting at which this Resolution is adopted.

QB\90334595.1

Ms. Maryanne A. Groat  
June 4, 2024  
Page 2

Unless the Common Council has adopted special rules regarding the adoption of borrowing resolutions, a vote of at least a majority of the members of the Common Council is necessary to adopt this Resolution. We have enclosed an **Excerpts of Minutes** form for you to complete which records the vote on the Resolution.

We are also enclosing a **Municipal Information Questionnaire** and **Tax Matters Questionnaire**. Please review, correct, if necessary, complete and return them to us.

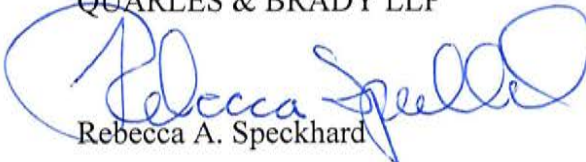
Please return one executed copy of the Resolution, the Excerpts of Minutes, the Certificate of Compliance with Open Meeting Law and the Questionnaires to us by an overnight delivery service so that we receive them no later than **Monday, June 17**. A copy of the Resolution should be incorporated into the minutes of the June 11, 2024 meeting.

Finally, we are enclosing a **Notice** regarding the adoption of the resolution authorizing the issuance and sale of the Revenue Bonds which you should provide to the City's official newspaper to be published as a class 1 notice as soon as possible after adoption of the Resolution. Please forward an Affidavit of Publication (which must be signed by a representative of the newspaper) for the Notice to us once it has been published.

If you have any questions regarding these documents or any other matter, please do not hesitate to call me at (414) 277-5761.

Very truly yours,

QUARLES & BRADY LLP



Rebecca A. Speckhard

RAS:JPL:TAB  
Enclosures  
#940025.00114

cc: Kaitlyn A. Bernarde (w/enc. via email)  
Kody Hart (w/enc. via email)  
Season Welle (w/enc. via email)  
Anne Jacobson, Esq. (w/enc. via email)  
Eric Lindman (w/enc. via email)  
Susan Wojtkiewicz (w/enc. via email)  
Brian Roemer (w/enc. via email)  
Phil Cosson (w/enc. via email)  
Aaron Heintz (w/enc. via email)

Katherine C. Miller (w/enc. via email)  
Jessica Fandrich (w/enc. via email)  
Rachel Liegel (w/enc. via email)  
Andrea Ceron (w/enc. via email)  
Amy Johnson (w/enc. via email)  
Ryan Atkinson (w/enc. via email)  
Jacob P. Lichter (w/enc. via email)  
Tracy A. Berrones (w/enc. via email)

\$12,420,999  
City of Wausau, Wisconsin  
Water System Revenue Bonds, Series 2024

CLOSING CERTIFICATE

Doug Diny, the Mayor, and Kaitlyn A. Bernarde, the City Clerk of the City of Wausau, Marathon County, Wisconsin (the "Municipality"), hereby certify as follows:

1. We are the duly qualified and acting Mayor and City Clerk of the Municipality and have been such at all times pertinent to the authorization and delivery of the "Water System Revenue Bonds, Series 2024" of the Municipality (the "Bonds").

2. We have executed and sealed the negotiable, fully-registered Bonds. The Bonds are in the aggregate principal amount of \$12,420,999, are dated June 26, 2024, and are numbered from 1 upward. The Bonds mature in installments of principal due on May 1 of each of the years 2025 through 2044, and bear interest at a rate of 2.145% per annum. We were duly authorized to execute the same.

3. Attached in the Closing Transcript is a true and complete copy of a resolution entitled: "Resolution Authorizing the Issuance and Sale of Up to \$12,420,999 Water System Revenue Bonds, Series 2024, and Providing for Other Details and Covenants With Respect Thereto" (the "Bond Resolution"). The Bond Resolution was duly adopted by the Common Council of the Municipality (the "Governing Body") on June 11, 2024. The Bond Resolution has not been repealed, amended or modified in any respect and remains in full force and effect today.

4. Attached in the Closing Transcript is a true and complete copy of the Certificate of Compliance with Open Meeting Law Public Notice Requirements with respect to the June 11, 2024 meeting of the Governing Body of the Municipality, evidencing compliance with Subchapter V of Chapter 19, Wisconsin Statutes.

5. Attached in the Closing Transcript is a true and complete copy of the part of the minutes of the June 11, 2024 meeting of the Governing Body wherein the Governing Body adopted the Bond Resolution.

6. Attached in the Closing Transcript is a true and complete copy of a sworn affidavit from an authorized representative of the official newspaper of the Municipality, in which a notice has been published pursuant to Section 893.77, Wisconsin Statutes, regarding the adoption of the Bond Resolution.

7. Attached in the Closing Transcript is a Specimen Bond. The signatures of Doug Diny, the Mayor, and Kaitlyn A. Bernarde, the City Clerk of the Municipality, are their respective true signatures, and the seal of the Municipality appearing on the Bonds is an accurate impression or facsimile of the seal of the Municipality.

8. Attached in the Closing Transcript is a true and complete copy of the Financial Assistance Agreement relating to the Bonds; said Financial Assistance Agreement has not been amended or modified in any respect and remains in full force and effect today.

9. The Municipality is a duly organized and existing municipal corporation of the State of Wisconsin.

10. There are no rules or resolutions in effect which require any officer or official of the Municipality, other than the Mayor and the City Clerk of the Municipality, to execute bonds of the Municipality.

11. Each meeting of the Governing Body or any committee of the Municipality at which the Bond Resolution was taken up was held at the place and time and called and notified in the manner routinely established by the Governing Body or such committee and proceeded in accordance with a written agenda; was notified to the public and news media and conducted in full compliance with the "open meeting" laws of the State of Wisconsin, and particularly Subchapter V, Chapter 19, Wisconsin Statutes; was held in a public, accessible place in the Municipality, with doors open at all times to the public; and no secret ballot was taken thereat; and no such meeting was commenced, subsequently convened in closed session and thereafter reconvened in open session, unless public notice of such subsequent open session was given at the same time and in the same manner as the public notice of the meeting convened prior to the closed session. All such meetings were fully lawful and in all respects in accordance with the rules of the Municipality. Each such meeting was a regular meeting or duly-called special meeting, held at the place in the Municipality, on the date and at the time and notified in the manner routinely established by rule of the Governing Body.

12. The meeting of the Governing Body was held on June 11, 2024, at which a quorum was present throughout. The Governing Body consists of 11 Alderpersons. At such meeting, the Bond Resolution was introduced by one of the Governing Body members in accordance with routinely established procedures of the Governing Body (all Governing Body members having full copies thereof in advance and adequate time to read and examine prior to adoption, and no member objecting); and, on motion duly made and seconded, duly adopted by the unanimous affirmative vote of the members present, upon an aye or no vote duly recorded in the Governing Body minutes.

13. The City Clerk of the Municipality has recorded a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in a separate record book as required by law. This record has been available for public inspection during normal business hours at the City Clerk's office in the Municipality and no person was denied the right to inspect or duplicate it.

14. We have reviewed the Additional Bonds Certificate, No Arbitrage Certificate, the Bond Resolution and the Form 8038-G, all appearing in the Closing Transcript, and to the best of our information and belief, all of the statements made in each respective document are true and correct.

15. No litigation is pending or, to our knowledge, threatened (i) to restrain or enjoin the issuance or delivery of any of the Bonds, or (ii) in any way contesting or affecting the validity of the Bonds or the Bond Resolution.

16. There is no litigation pending or, to our knowledge, threatened against the Municipality or involving any of the property or assets under the control of the Municipality that involves the possibility of any judgment or uninsured liability which may result in any material adverse change in the business, properties, assets or in the condition, financial or otherwise, of the Municipality or the Water System.

17. Neither the corporate existence nor boundaries of the Municipality nor the title of its present or former officers to their respective offices is being contested, and no authority or proceedings for the issuance of the Bonds have been repealed, revoked or rescinded. No petition has been filed requesting that the Bonds not be issued.

18. Based on our inquiry, information and belief, no part of the funds of the Municipality or the Water System derived from the issuance and sale of the Bonds shall inure to the benefit of or be distributable to any official of the Water System or of the Municipality, except for the lawful payment or compensation for services rendered and its lawful reimbursement of expenses incurred, and no loans shall be made, and no property or services shall be purchased or sold, leased or otherwise disposed of, to any such official as a result of the use of such funds by the Municipality or by the Water System.

19. Based on our inquiry, information and belief, no official of the Water System or of the Municipality has any private interest, direct or indirect, in any of the proceedings relating to the authorization, issuance and sale of the Bonds.

20. The Municipality is able to pay all of its current operating expenses in the usual course as they come due without need for special or exceptional tax levies.

21. The Bonds are payable only from and secured by a pledge of the income and revenues of the Water System of the Municipality; and do not constitute an indebtedness of the Municipality within any constitutional or statutory limitation.

22. There are no obligations outstanding payable from a pledge of the income and revenues of the Water System of the Municipality, other than the Municipality's Water System Revenue Bonds, Series 2017C, dated December 5, 2017, Water System Revenue Bonds, Series 2019D, dated October 1, 2019, Water System Revenue Bonds, Series 2020B, dated June 24, 2020, and the Bonds.

23. The Municipality is not in default on any borrowed money obligation.



24. The Municipality has received a disbursement of Bond proceeds from the State on the date of this Certificate, representing the purchase price of the Bonds as provided in the Bond Resolution.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the Municipality as of June 26, 2024.

CITY OF WAUSAU, WISCONSIN

(SEAL)

By: \_\_\_\_\_  
Doug Diny  
Mayor

By: \_\_\_\_\_  
Kaitlyn A. Bernarde  
City Clerk

<b>Part I Reporting Authority</b>		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name <b>City of Wausau</b>		2 Issuer's employer identification number (EIN) <b>39-6005648</b>
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) <b>407 Grant Street</b>	Room/suite	5 Report number (For IRS Use Only) <b>3</b>
6 City, town, or post office, state, and ZIP code <b>Wausau, WI 54403</b>		7 Date of issue <b>06/29/2024</b>
8 Name of issue <b>Water System Revenue Bonds, Series 2024</b>		9 CUSIP number <b>None</b>
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information <b>Maryanne A. Groat, Finance Director/Treasurer</b>		10b Telephone number of officer or other employee shown on 10a <b>715-261-6645</b>

<b>Part II Type of Issue (Enter the issue price.)</b> See the instructions and attach schedule.	
11 Education . . . . .	11
12 Health and hospital . . . . .	12
13 Transportation . . . . .	13
14 Public safety . . . . .	14
15 Environment (including sewage bonds) . . . . .	15
16 Housing . . . . .	16
17 Utilities . . . . .	17 <b>12,420,999</b>
18 Other. Describe <b>▶</b>	18
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>	
b If bonds are BANs, check only box 19b <input type="checkbox"/>	
20 If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>	

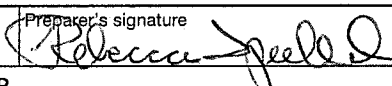
<b>Part III Description of Bonds.</b> Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	05/01/2044	\$ 12,420,999	\$ 12,420,999	11.051 years	2.1451 %

<b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b>					
22	Proceeds used for accrued interest . . . . .	22	0		
23	Issue price of entire issue (enter amount from line 21, column (b)) . . . . .	23	12,420,999		
24	Proceeds used for bond issuance costs (including underwriters' discount) . . . . .	24	65,000		
25	Proceeds used for credit enhancement . . . . .	25	0		
26	Proceeds allocated to reasonably required reserve or replacement fund . . . . .	26	0		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V . . . . .	27			
28	Proceeds used to refund prior taxable bonds. Complete Part V . . . . .	28	0		
29	Total (add lines 24 through 28) . . . . .	29			
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . .	30			

<b>Part V Description of Refunded Bonds.</b> Complete this part only for refunding bonds.				
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded . . . . .	▶	0.014	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded . . . . .	▶	N/A	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) . . . . .	▶	06/27/2024	
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY) . . . . .	▶	06/29/2023	

**Part VI Miscellaneous**

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>	0
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .	<b>36a</b>	0
<b>b</b>	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
<b>c</b>	Enter the name of the GIC provider ▶ _____		
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>	0
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input checked="" type="checkbox"/> and enter the following information:		
<b>b</b>	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____	See Ex A	
<b>c</b>	Enter the EIN of the issuer of the master pool bond ▶ _____	39-6028867	
<b>d</b>	Enter the name of the issuer of the master pool bond ▶ <u>State of Wisconsin</u>		
<b>39</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . .		<input type="checkbox"/>
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .		<input type="checkbox"/>
<b>41a</b>	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
<b>b</b>	Name of hedge provider ▶ _____		
<b>c</b>	Type of hedge ▶ _____		
<b>d</b>	Term of hedge ▶ _____		
<b>42</b>	If the issuer has superintegrated the hedge, check box . . . . .		<input type="checkbox"/>
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . .		<input checked="" type="checkbox"/>
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .		<input checked="" type="checkbox"/>
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here <input checked="" type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____		
<b>b</b>	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____	05/10/2022	

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	Signature of issuer's authorized representative	06/26/2024	Doug Diny, Mayor Type or print name and title	
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Rebecca A. Speckhard		06/26/2024	PTIN P01294827
	Firm's name ▶ Quarles & Brady LLP	Firm's EIN ▶ 39-0432630		Phone no. (414) 277-5000
Firm's address ▶ 411 East Wisconsin Avenue, Milwaukee, WI 53202				

**Exhibit A**

**Attachment to IRS Form 8038-G**

---

**CITY OF WAUSAU  
(E.I.N. 39-6005648)  
WATER SYSTEM REVENUE BONDS, SERIES 2024  
DATED JUNE 26, 2024**

---

- Line 38a** Proceeds of another tax-exempt issue(s) issued by the State of Wisconsin (E.I.N. 39-6028867) may be used to make the initial or future disbursements of proceeds on this issue for nonrefunding purposes, but the date of such issue(s) and amount, if any, are unknown at this time.
- Line 38b** See above.
- Line 38c** See above.
- Line 38d** See above.

\$12,420,999  
City of Wausau, Wisconsin  
Water System Revenue Bonds, Series 2024

ADDITIONAL BONDS CERTIFICATE

The undersigned City Clerk of the City of Wausau, Marathon County, Wisconsin (the "City") hereby certifies, in connection with the issuance of the City's Water System Revenue Bonds, Series 2024, dated June 26, 2024 (the "Bonds"), that:

1. Pursuant to a resolution adopted on November 14, 2017 (the "2017C Resolution"), the City issued its Water System Revenue Bonds, Series 2017C, dated December 5, 2017 (the "2017C Bonds"), and set certain conditions on the issuance of additional bonds on a parity with the 2017C Bonds (Section 7). Pursuant to a resolution adopted on September 10, 2019 (the "2019D Resolution"), the City issued its Water System Revenue Bonds, Series 2019D, dated October 1, 2019 (the "2019D Bonds"), and set certain conditions on the issuance of additional bonds on a parity with the 2019D Bonds (Section 7). Pursuant to a resolution adopted on June 9, 2020 (the "2020B Resolution"), the City issued its Water System Revenue Bonds, Series 2020B, dated June 24, 2020 (the "2020B Bonds"), and set certain conditions on the issuance of additional bonds on a parity with the 2020B Bonds (Section 11). The 2017C Bonds, the 2019D Bonds and the 2020B Bonds shall collectively be referred to as the "Prior Bonds". The 2017C Resolution, the 2019D Resolution and the 2020B Resolution shall collectively be referred to as the "Prior Resolutions".

2. Such conditions are met in connection with the issuance of the Bonds, as follows:

(a) The Net Revenues (as defined in the Prior Resolutions) of the City's Water System for Fiscal Year 2023 were in an amount at least equal to the maximum annual interest and principal requirements on the Prior Bonds and the Bonds (\$4,347,834) times 1.25 (\$5,434,792), as follows:

Gross Earnings:	\$10,182,286
Less Current Expenses:	<u>4,686,011</u>
Net Revenues:	\$ 5,496,275

1.25 is the highest debt service coverage ratio to be required with respect to the Prior Bonds and the Bonds (which are the only obligations payable from the revenues of the Water System currently outstanding).

(b) The payments required to be made into the funds and accounts enumerated in Section 4 of the 2017C Resolution and the 2019D Resolution and Section 6 of the 2020B Resolution have been made in full.

(c) The Resolution authorizing the Bonds provides that the Bonds shall mature on May 1 of each year and that interest thereon is payable semiannually on May 1 and November 1 of each year.

(d) The Bonds are not secured by the Reserve Account securing the 2017C Bonds and the 2019D Bonds.

(e) The proceeds of the Bonds will be used only for the purpose of providing additions, extensions and improvements to the Water System and refunding obligations issued for that purpose.

Dated June 26, 2024.

CITY OF WAUSAU, WISCONSIN

---

Kaitlyn A. Bernarde  
City Clerk

IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF WAUSAU

By: \_\_\_\_\_  
Doug Diny  
Mayor

Attest: \_\_\_\_\_  
Kaitlyn A. Bernarde  
Clerk

STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION

By: \_\_\_\_\_  
Authorized Officer

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

By: \_\_\_\_\_  
Authorized Officer

\$12,420,999  
City of Wausau, Wisconsin  
Water System Revenue Bonds, Series 2024

NO ARBITRAGE CERTIFICATE

The undersigned officers of the City of Wausau, Marathon County, Wisconsin (the "Municipality") hereby certify as follows with regard to the Municipality's issuance of up to \$12,420,999 Water System Revenue Bonds, Series 2024, dated June 26, 2024 (the "Bonds").

I. IN GENERAL

1.1 Authority. The undersigned are officers of the Municipality charged by law and a resolution adopted by the Common Council of the Municipality on June 11, 2024 authorizing the issuance of the Bonds (the "Bond Resolution") with responsibility for issuing the Bonds and are acting for and on behalf of the Municipality in executing this Certificate.

1.2 Nature of Certificate. This Certificate accompanies the transcript of proceedings for the issuance of the Bonds and describes the Municipality's reasonable expectations as of this date, regarding the amount and use of the proceeds of the Bonds (the "Bond Proceeds").

1.3 Date of Certificate. This Certificate is made as of the date of issue, that is, the date on which there is a physical delivery of some or all of the Bonds in exchange for an amount of the purchase price for the Bonds exceeding the lesser of \$50,000 or five percent of the issue price of the Bonds.

II. PURPOSE

2.1 Governmental Purpose. The Bonds are being issued for the governmental purpose of constructing improvements and extensions to the water system (the "Water System") of the Municipality, consisting of construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 4930-19 and No. 4930-12 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications under Section 281.41 of the Wisconsin Statutes, assigned Number W-2023-0006 and dated January 26, 2023 and Number W-2023-0087 and dated March 17, 2023 by the DNR, and refunding obligations of the Municipality issued for that purpose.

2.2 Issuance Costs. \$65,000 of the proceeds of the Bonds will be used to pay issuance costs with respect to the Bonds.



2.3 Refunding Issue. A portion of the proceeds in an amount not to exceed \$ \_\_\_\_\_ (the "Refunding Proceeds") is expected to be used to pay the principal and accrued interest of the Municipality's Note Anticipation Note, Series 2023A, dated June 29, 2023 (the "Prior Note") on June 27, 2024.

2.4 New Money Proceeds. The balance of the proceeds (the "New Money Proceeds") will be used to pay the costs of the Project and to pay administrative expenses related to the Project.

2.5 No Replacement Proceeds. The Bonds are not being issued to replace any proceeds of an earlier issue of governmental obligations that were not expended on the project for which such earlier issue was intended. Neither the Municipality or any related party of the Municipality has or is reasonably expected to have any monies (other than sale proceeds or investment proceeds of the Bonds) that (i) could be used for the governmental purposes for which the Bonds are being issued and (ii) are not reasonably expected to be used for other purposes.

2.6 Not a Tax Anticipation Note. The Bonds are not being issued in anticipation of taxes or other revenues, such as tolls, fees, grants or awards.

2.7 No Abusive Arbitrage Device. In connection with the issuance of the Bonds, the Municipality has not and will not engage in any transaction or series of transactions (i) enabling the Municipality to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations in any manner including, without limitation, by selling Bonds that would not otherwise be sold or selling more Bonds, or issuing them sooner, or allowing them to remain outstanding longer, than would otherwise be necessary to accomplish the governmental purposes of the Bonds. No device has been employed in connection with the issuance of the Bonds to obtain a material financial advantage (based on arbitrage) apart from savings attributable to lower interest rates.

2.8 No Other Obligations. There are no other obligations of the Municipality which (a) have been or will be sold within 15 days of the date of sale of the Bonds; (b) are sold pursuant to the same plan of financing together with the Bonds; and (c) are reasonably expected to be paid out of substantially the same source of funds as the Bonds.

2.9 Covenant. The Municipality will not make or permit any use of the Bond Proceeds which, if such use had been reasonably expected on the date of issuance of the Bonds, would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable income tax regulations (the "Regulations"), and hereby further covenants that it will observe and not violate the requirements of Section 148 of the Code or any applicable Regulations.

### III. PROCEEDS AND FUNDS

3.1 Disposition of Proceeds. For tax purposes, the Bonds are considered issued on the date hereof because an amount of Bond Proceeds exceeding the lesser of \$50,000 or five percent (5%) of the Bond Proceeds is to be advanced on the date hereof pursuant to the Financial Assistance Agreement to either (i) reimburse the Municipality for Project expenses previously paid in anticipation of the receipt of Bond Proceeds, (ii) pay, within three days of the date hereof, invoices previously received for Project costs or (iii) pay principal or interest on the Prior Note. Subsequent advances of Bond Proceeds shall be made, in an aggregate amount which, after adding the first advance, does not exceed the face amount of the Bonds. Such subsequent advances will be applied either to (i) reimburse the Municipality for Project expenses previously paid in anticipation of the receipt of Bond Proceeds or (ii) pay Project invoices, as specified earlier, within three days of the date of receipt of such funds. Prior to the payment of Project invoices, the proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Water System SDWLP Project Fund." The Water System SDWLP Project Fund shall be used solely for the purpose of paying the costs of the Project and refunding the Prior Note as described above and in the Financial Assistance Agreement relating to the Project dated June 26, 2024. Moneys in the Water System SDWLP Project Fund shall be disbursed within three business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

3.2 Not an Overissuance. The total cost of the Project and the refunding of the Prior Note is expected to be greater than the principal sum of the Bonds. The net amounts received by the Municipality allocable to the Project will not exceed the aggregate amount necessary for the Project and the refunding of the Prior Note.

3.3 Project Expenditures; No Payments to Related Parties. All New Money Proceeds shall be used solely to pay costs of the Project. The Municipality reasonably expects that 100% of the New Money Proceeds will be allocated to expenditures on the Project during a 3-year period beginning on the date of delivery of the Bonds. No New Money Proceeds will be allocated to any payment to a related party to the payor.

3.4 Substantial Binding Obligations. The Municipality has incurred substantial binding obligations to third parties (which are not subject to a contingency within the control of the Municipality or of a related party of the Municipality) to expend at least 5% of the New Money Proceeds on the Project.

3.5 Work or Acquisition Will Proceed with Due Diligence. The Municipality expects that work on or acquisition of the Project will proceed with due diligence to completion, and that the allocation of the New Money Proceeds to expenditures on the Project will proceed with due diligence.

3.6 Project Not to be Sold. The Project will not be sold or otherwise disposed of, in whole or in part, prior to the last maturity of the Bonds.

3.7 Temporary Period for Refunding Proceeds; Not an Advance Refunding. The temporary period applicable to the Refunding Proceeds is 90 days, and the Prior Note will be discharged, and all of the Refunding Proceeds will be expended, prior to the end of such temporary period. Since the Prior Note will be redeemed within 90 days of the issuance of the Bonds, the Bonds are not advance refunding bonds with the meaning of Section 149(d) of the Code.

3.8 Payment of Issuance Expenses. The portion of the proceeds of the sale of the Bonds representing amounts used to pay the expenses of issuing the Bonds will be invested for the temporary period provided in Section 1.148-9(d)(2)(iv) of the Regulations, and expended during such period.

3.9 No Transferred Proceeds. There are no remaining proceeds (as defined in Section 1.148-1(b) of the Regulations) of the Prior Note, so there will be no "transferred proceeds" with respect to the Bonds.

3.10 Debt Service Fund. Revenues of the Water System collected for payment of principal and interest on the Bonds will be deposited when received into a sinking fund, as required by law, and amounts therein may only be used to pay principal and interest on the Bonds and other outstanding revenue bonds of the Municipality. The sinking fund, designated the "Debt Service Fund," for the Bonds is used primarily to achieve a proper matching of revenues and principal and interest payments within each year. Based on the debt service requirements of the Bonds and the expected dates of collection of revenues to pay such debt service, the Municipality expects that (i) the Debt Service Fund will be depleted at least once each year except for a reasonable carry-over amount which is not expected to exceed the greater of (a) the earnings from the investment of the Debt Service Fund for the immediately preceding bond year, or (b) 1/12 of the principal and interest payments on the Bonds and other outstanding revenue bonds for the immediately preceding bond year; (ii) amounts deposited in the Debt Service Fund will only be invested for a period less than 13 months (assuming a first-in-first-out method of accounting for deposits to the Debt Service Fund); and (iii) all earnings from the investment of the Debt Service Fund will be invested for a period not to exceed one year before being expended for payment of debt service on the Bonds. The Municipality has not established and does not expect to establish any other sinking fund or similar fund with respect to the Bonds. There are no other funds which are reasonably expected to be used to pay principal or interest on the Bonds or which are pledged to secure the Bonds.

3.11 No Bond Insurance. No premiums have been paid or will be paid to insure the Bonds.

3.12 No Reserve Fund. No reserve or replacement fund has been or will be established with regard to the Bonds.

3.13 Trade or Business. Not more than ten percent (10%) of either the proceeds of the Bonds or the Project or the proceeds of the Prior Note is to be or has been used (directly or indirectly) in a trade or business carried on by any person (other than a governmental unit), and not more than ten percent (10%) of the payment of the Bonds is or the Prior Note was (directly or indirectly): (i) secured by any interest in property used or to be used for a trade or business or

payments in respect of such property; or (ii) derived from payments (whether or not to the Municipality) in respect of property or borrowed money, used or to be used for a trade or business. Not more than five percent (5%) of either the proceeds of the Bonds, the proceeds of the Prior Note or the Project is to be or has been used (directly or indirectly) for any trade or business carried on by any person (other than a governmental unit) which is not related to any governmental use of such proceeds or of the Project, and not more than five percent (5%) of the payment of the principal of, or interest on, the Bonds or the Prior Note is or was (directly or indirectly): (a) secured by any interest in property used or to be used for a trade or business or payments in respect of such property; or (b) derived from payments (whether or not to the Municipality) in respect of property or borrowed money, used or to be used in a trade or business. None of the proceeds of the Bonds will be used nor have any proceeds of the Prior Note been used (directly or indirectly) to make or finance loans to persons other than governmental units. All users of the Municipality's Water System have access to and use the System, and pay charges for use of the System, on the same basis as all other members of the general public.

#### IV. REBATE

4.1 Rebate. The Municipality shall comply with the requirements of Section 148(f) of the Code, and applicable regulations thereunder, including Reg. §§ 1.148-1 through 1.148-11 as provided in the Bond Resolution. Because the Municipality will not invest the Bond Proceeds in anything other than a non-interest bearing checking account, and will disburse all Bond Proceeds received as described in Section 3.1 above, the Municipality will not earn a yield in excess of the Bond yield and is therefore anticipated to have no rebate liability. In addition, the Municipality reasonably anticipates that all Bond Proceeds will be disbursed within the time periods set forth in Section 148(f)(4) of the Code, and specifically that all Refunding Proceeds will be expended within six months of the date hereof. Further, the Municipality has covenanted in the Bond Resolution that, unless the Bonds are exempt from the rebate requirement of the Code, it will establish a Rebate Fund and calculate and pay to the United States any rebate amount payable with respect to the Bonds.

4.2 Records. The Municipality shall maintain or cause to be maintained records of such determinations for each computation period until six (6) years after payment in full of the Bonds and shall make such records available upon reasonable request therefor.

#### V. OTHER TAX MATTERS

5.1 No Federal Guarantee. Except as permitted under Section 149(b)(3) of the Code, (a) the payment of principal of or interest with respect to the Bonds will not be guaranteed, either directly or indirectly, in whole or in part, by the United States or any agency or instrumentality thereof, and (b) none of the proceeds of the Bonds will be (i) used in making loans the payment of principal or interest with respect to which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts.

5.2 Not Hedge Bonds.

(a) None of the proceeds of the Bonds will be invested in nonpurpose investments having a substantially guaranteed yield for a period of four years or more.

(b) The Municipality expected on the date that the Prior Note was issued that at least 85% of the spendable proceeds of the Prior Note would be used to carry out the governmental purposes of the Prior Note within a three-year period beginning on the date the Prior Note was issued and not more than 50% of the proceeds of the Prior Note was invested in nonpurpose investments having a substantially guaranteed yield for four years or more.

5.3 Reimbursement. Any expenditures already paid by the Municipality prior to the date hereof for which the Municipality is to be reimbursed with proceeds of the Bonds (a) were paid no earlier than 60 days prior to May 10, 2022, the date on which the Municipality adopted a resolution, a true and correct copy of which is attached hereto in the Closing Transcript, stating its expectation to reimburse itself from the proceeds of the Bonds for any expenditures relating to the Project which it paid from other funds of the Municipality prior to receipt of the proceeds of the Bonds or (b) are preliminary expenditures relating to the Project (such as architectural, engineering, surveying, soil testing and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of a project, other than land acquisition, site preparation and similar costs incident to the commencement of construction) which are in an amount which is less than 20% of the aggregate issue price of the Bonds and any other issues that finance or are reasonably expected to finance the Project. The Project has not been placed in service as of the date hereof. Proceeds of the Bonds in an amount equal to the amount of expenditures on the Project which have been paid from other funds of the Municipality prior to the date hereof are hereby allocated to the reimbursement of those original expenditures.

5.4 Average Maturity. The term of the Bonds is no longer than reasonably necessary for the governmental purposes of the issue. The weighted average maturity of the Bonds (11.051 years) does not exceed 120% of the average reasonably expected economic life of the Project.

5.5 Form 8038-G. To the best of the Municipality's knowledge and belief, the information contained in the Information Return (Form 8038-G) attached in the transcript is complete and accurate.

VI. CONCLUSION

6.1 Expectations are Reasonable. To the best of our knowledge and belief, there are no other facts, estimates or circumstances that would materially change any of the Municipality's expectations as to future events described in this Certificate, and said expectations are reasonable.

IN WITNESS WHEREOF, we have set our hands as of June 26, 2024.

CITY OF WAUSAU, WISCONSIN

By: \_\_\_\_\_  
Doug Diny  
Mayor

By: \_\_\_\_\_  
Kaitlyn A. Bernarde  
City Clerk

REGISTERED  
NO. 1

UNITED STATES OF AMERICA  
STATE OF WISCONSIN  
MARATHON COUNTY  
CITY OF WAUSAU

REGISTERED  
\$12,420,999

WATER SYSTEM REVENUE BOND, SERIES 2024

Final  
Maturity Date

May 1, 2044

Date of  
Original Issue

June 26, 2024

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN  
PROGRAM

FOR VALUE RECEIVED the City of Wausau, Marathon County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed TWELVE MILLION FOUR HUNDRED TWENTY THOUSAND NINE HUNDRED NINETY-NINE DOLLARS (\$12,420,999) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2025 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.145% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2024.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration (the "Financial Assistance Agreement") including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2025 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Two and 145/1000ths percent (2.145%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date (as directed by the registered owner) and if by check or draft, mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

This Bond shall be redeemable prior to its maturity as provided in the Financial Assistance Agreement.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Water System of the Municipality and refunding obligations of the Municipality issued for that purpose, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted June 11, 2024, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$12,420,999 Water System Revenue Bonds, Series 2024, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues of the Water System of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Water System Revenue Bonds, Series 2017C, dated December 5, 2017, Water System Revenue Bonds, Series 2019D, dated October 1, 2019 and Water System Revenue Bonds, Series 2020B, dated June 24, 2020, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.



IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF WAUSAU,  
WISCONSIN

(SEAL)

By: \_\_\_\_\_  
Doug Diny  
Mayor

By: \_\_\_\_\_  
Kaitlyn A. Bernarde  
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

\_\_\_\_\_

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

\_\_\_\_\_

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

\_\_\_\_\_

SCHEDULE A

\$12,420,999

CITY OF WAUSAU, WISCONSIN  
WATER SYSTEM REVENUE BONDS, SERIES 2024

<u>Amount of Disburse- ment</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2025	\$503,867.93
May 1, 2026	514,675.90
May 1, 2027	525,715.69
May 1, 2028	536,992.30
May 1, 2029	548,510.78
May 1, 2030	560,276.34
May 1, 2031	572,294.26
May 1, 2032	584,569.98
May 1, 2033	597,109.00
May 1, 2034	609,916.99
May 1, 2035	622,999.71
May 1, 2036	636,363.05
May 1, 2037	650,013.04
May 1, 2038	663,955.82
May 1, 2039	678,197.67
May 1, 2040	692,745.01
May 1, 2041	707,604.39
May 1, 2042	722,782.51
May 1, 2043	738,286.20
May 1, 2044	754,122.43

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

**RESOLUTION OF WAUSAU WATER WORKS COMMISSION**

Reviewing the 2023 Compliance Maintenance Annual Report for the Wastewater Plant.

Committee Action:      Approved 3-0

Fiscal Impact:         There is no fiscal impact to the City.

**File Number:**         03-0311

**Date Introduced:**     June 11, 2024

**FISCAL IMPACT SUMMARY**

<b>COSTS</b>	<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>
<b>SOURCE</b>	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>			

**RESOLUTION**

**WHEREAS**, Wausau Water Works – Wastewater Division owns, operates, and maintains a public owned treatment works (POTW) in the City of Wausau on Adrian Street, and

**WHEREAS**, the Utility’s POTW is authorized to discharge to the Wisconsin River under WPDES Permit No. WI-0025739-09, and

**WHEREAS**, by Wisconsin Administrative Code NR 208, all Wisconsin POTW’s are required to submit a Compliance Maintenance Annual Report (CMAR), and

**WHEREAS**, Wausau Water Works – Wastewater Division has prepared the attached 2023 CMAR and acknowledges the point total in the report, and

**WHEREAS**, the City of Wausau is committed to address the actions set forth in the attached 2023 CMAR; now therefore

**BE IT RESOLVED** that the Common Council of the City of Wausau has reviewed the attached 2023 Compliance Maintenance Annual Report from Wausau Water Works – Wastewater Division and hereby submits the Report as prescribed.

Approved:

---

Doug Diny, Mayor

# Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:  
5/21/2024 **2023**

## Influent Flow and Loading

### 1. Monthly Average Flows and BOD Loadings

1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	2.4369	x	260	x	8.34	=	5,292
February	2.4539	x	228	x	8.34	=	4,671
March	2.7428	x	226	x	8.34	=	5,164
April	4.7445	x	133	x	8.34	=	5,266
May	5.3728	x	169	x	8.34	=	7,582
June	4.4010	x	198	x	8.34	=	7,259
July	4.1799	x	189	x	8.34	=	6,598
August	4.1701	x	233	x	8.34	=	8,088
September	3.9361	x	245	x	8.34	=	8,034
October	4.4079	x	201	x	8.34	=	7,372
November	3.9771	x	191	x	8.34	=	6,320
December	3.6638	x	235	x	8.34	=	7,176

### 2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	8.2	x	90	=	7.38
		x	100	=	8.2
Design BOD, lbs/day	17000	x	90	=	15300
		x	100	=	17000

2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
<b>Total Number of Points</b>					<b>0</b>

0

# Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:  
5/21/2024 2023

## 3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?  
● Yes Enter last calibration date (MM/DD/YYYY)

2023-09-20

○ No

If No, please explain:

## 4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

● Yes

○ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

○ Yes

● No

If Yes, please explain:

## 5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks

Holding Tanks

Grease Traps

● Yes

● Yes

● Yes

○ No

○ No

○ No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

● Yes 202,500 gallons

○ No

Holding Tanks

● Yes 8,228,885 gallons

○ No

Grease Traps

● Yes 446,265 gallons

○ No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

Grease Trap Waste creates clogging issues, but we are able to maintain clogs.

## 6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

○ Yes

● No

If yes, describe the situation and your community's response.

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?



# Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:

5/21/2024

**2023**

Yes

No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

No leachate received in 2023

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:  
5/21/2024 **2023**

## Effluent Quality and Plant Performance (BOD/CBOD)

### 1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	5	1	0	0
February	30	27	4	1	0	0
March	30	27	3	1	0	0
April	30	27	2	1	0	0
May	30	27	2	1	0	0
June	30	27	4	1	0	0
July	30	27	6	1	0	0
August	30	27	5	1	0	0
September	30	27	3	1	0	0
October	30	27	1	1	0	0
November	30	27	0	1	0	0
December	30	27	2	1	0	0

\* Equals limit if limit is <= 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
<b>Total number of points</b>			<b>0</b>

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

No violations to report in 2023.

### 2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

- Yes

Enter last calibration date (MM/DD/YYYY)

2023-09-21

- No

If No, please explain:

### 3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

No problems that threatened treatment in 2023.

### 4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

- Yes

- No

0

# Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:  
5/21/2024 **2023**

<p>If Yes, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p>4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If Yes, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p>4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</p> <p>Please explain unless not applicable:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:  
5/21/2024 **2023**

## Effluent Quality and Plant Performance (Total Suspended Solids)

### 1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	6	1	0	0
February	30	27	5	1	0	0
March	30	27	3	1	0	0
April	30	27	2	1	0	0
May	30	27	5	1	0	0
June	30	27	6	1	0	0
July	30	27	7	1	0	0
August	30	27	7	1	0	0
September	30	27	8	1	0	0
October	30	27	6	1	0	0
November	30	27	5	1	0	0
December	30	27	4	1	0	0
* Equals limit if limit is <= 10						
Months of Discharge/yr				12		
<b>Points per each exceedance with 12 months of discharge:</b>					<b>7</b>	<b>3</b>
Exceedances					0	0
Points					0	0
<b>Total Number of Points</b>						<b>0</b>

0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

No violation occurred in 2023.

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:  
5/21/2024 **2023**

## Effluent Quality and Plant Performance (Phosphorus)

### 1. Effluent Phosphorus Results

#### 1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1	0.151	1	0
February	1	0.152	1	0
March	1	0.082	1	0
April	1	0.134	1	0
May	1	0.267	1	0
June	1	0.298	1	0
July	1	0.349	1	0
August	1	0.362	1	0
September	1	0.776	1	0
October	1	0.543	1	0
November	1	0.426	1	0
December	1	0.251	1	0
Months of Discharge/yr			12	
<b>Points per each exceedance with 12 months of discharge:</b>				<b>10</b>
Exceedances				0
<b>Total Number of Points</b>				<b>0</b>

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

#### 1.2 If any violations occurred, what action was taken to regain compliance?

No violations occurred in 2023.

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:  
5/21/2024 **2023**

## Biosolids Quality and Management

### 1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- Land applied under your permit
- Publicly Distributed Exceptional Quality Biosolids
- Hauled to another permitted facility
- Landfilled
- Incinerated
- Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

### 2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

4318.5 acres

2.1.2 How many acres did you use?

acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

Yes (30 points)

No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

Yes

No (10 points)

N/A

### 3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

#### Outfall No. 002 - CLASS B CAKE SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75			<4.61			6.77			4.41		6.94			0	0
Cadmium		39	85			1.13			<2.21			1.76		<3.63			0	0
Copper		1500	4300			633			611			552		616			0	0
Lead		300	840			15			<30			22		<49			0	0
Mercury		17	57			.304			.248			.218		.438			0	0
Molybdenum	60		75			18			<.407			19		38		0		0
Nickel	336		420			24			19			29		49		0		0
Selenium	80		100			5.82			4.01			3.21		4.33		0		0
Zinc		2800	7500			413			587			579		647			0	0

# Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:  
5/21/2024 **2023**

## Outfall No. 010 - CLASS B LIQUID SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75	<33		<53			<9.5			<86		<105			0	0
Cadmium		39	85	2.15		<1.15			<1.77			<2		<2.47			0	0
Copper		1500	4300	826		632			466			513		520			0	0
Lead		300	840	21		<13			<24			<28		<34			0	0
Mercury		17	57	<1.65		<2.3			<1.01			<1.58		1.9			0	0
Molybdenum	60		75	31		16			19			<22		<27		0		0
Nickel	336		420	34		24			38			<7.58		<9.24		0		0
Selenium	80		100	<29		<76			<43			<152		<92		0		0
Zinc		2800	7500	531		489			483			737		560			0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- 0 (0 Points)
- 1-2 (10 Points)
- > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes
- No (10 points)
- N/A - Did not exceed limits or no HQ limit applies (0 points)
- N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

- 0 (0 Points)
- 1 (10 Points)
- > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

- Yes (20 Points)
- No (0 Points)

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

### 4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	<b>002</b>
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2023 - 03/31/2023
Density:	1
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Anaerobic Digestion
Process Description:	Primary and Secondary Anaerobic digestion

0

# Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:  
5/21/2024 **2023**

Outfall Number:	<b>002</b>
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	04/01/2023 - 06/30/2023
Density:	10
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Primary and Secondary Anaerobic Digestion

Outfall Number:	<b>002</b>
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	10/01/2023 - 12/31/2023
Density:	15
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Primary and Secondary Anaerobic Sludge

Outfall Number:	<b>010</b>
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2023 - 09/30/2023
Density:	23
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Primary and Secondary Anaerobic digestion

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

Yes (40 Points)

No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.

0



# Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:  
5/21/2024 **2023**

Outfall Number:	<b>002</b>
Method Date:	03/07/2023
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>= 38
Results (if applicable):	60.7

Outfall Number:	<b>002</b>
Method Date:	06/08/2023
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>= 38
Results (if applicable):	56.7

Outfall Number:	<b>002</b>
Method Date:	09/19/2023
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>= 38
Results (if applicable):	48.1

Outfall Number:	<b>002</b>
Method Date:	11/21/2023
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>= 38
Results (if applicable):	56.4

Outfall Number:	<b>010</b>
Method Date:	03/07/2023
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>= 38
Results (if applicable):	59.2

# Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:  
5/21/2024 **2023**

Outfall Number:	<b>010</b>		
Method Date:	06/08/2023		
Option Used To Satisfy Requirement:	Volatile Solids Reduction		
Requirement Met:	Yes		
Land Applied:	Yes		
Limit (if applicable):	>= 38		
Results (if applicable):	54.9		
Outfall Number:	<b>010</b>		
Method Date:	09/19/2023		
Option Used To Satisfy Requirement:	Volatile Solids Reduction		
Requirement Met:	Yes		
Land Applied:	Yes		
Limit (if applicable):	>= 38		
Results (if applicable):	44.3		
Outfall Number:	<b>010</b>		
Method Date:	11/21/2023		
Option Used To Satisfy Requirement:	Volatile Solids Reduction		
Requirement Met:	Yes		
Land Applied:	Yes		
Limit (if applicable):	>= 38		
Results (if applicable):	42.8		
<p>5.2 Was the limit exceeded or the process criteria not met at the time of land application?</p> <p><input type="radio"/> Yes (40 Points)</p> <p><input checked="" type="radio"/> No</p> <p>If yes, what action was taken?</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
<p>6. Biosolids Storage</p> <p>6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</p> <p><input checked="" type="radio"/> &gt;= 180 days (0 Points)</p> <p><input type="radio"/> 150 - 179 days (10 Points)</p> <p><input type="radio"/> 120 - 149 days (20 Points)</p> <p><input type="radio"/> 90 - 119 days (30 Points)</p> <p><input type="radio"/> &lt; 90 days (40 Points)</p> <p><input type="radio"/> N/A (0 Points)</p> <p>6.2 If you checked N/A above, explain why.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
<p>7. Issues</p> <p>7.1 Describe any outstanding biosolids issues with treatment, use or overall management:</p> <div style="border: 1px solid black; padding: 5px;"> <p>No issues to report and anxiously awaiting final approval for Class A, exceptional quality biosolids status from DNR.</p> </div>			

# Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:

5/21/2024

**2023**

<b>Total Points Generated</b>	<b>0</b>
<b>Score (100 - Total Points Generated)</b>	<b>100</b>
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:  
5/21/2024 **2023**

## Staffing and Preventative Maintenance (All Treatment Plants)

<p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none"><li><input type="radio"/> Yes</li><li><input checked="" type="radio"/> No</li></ul> <p>If No, please explain:</p> <div style="border: 1px solid black; padding: 5px;"><p>Staffing shortage continued in 2023 due to turnover, a retirement and an unexpected death. The lessening of job description requirements to meet the City Market Pay structure only created prolonged training hours of new staff and increased work load on existing employees. Utility Management is collaborating with City Officials to enhance the City pay structure that would meet or exceed state averages in hopes to attract qualified WDNR certified candidates and retain existing employees.</p></div> <p>Could use more help/staff for:</p> <div style="border: 1px solid black; padding: 5px;"><p>One additional staff is needed to maintain collection system efficiently and to be proactive with maintenance on equipment and collection system itself. Two additional staff are needed to help efficiently maintain the Wastewater Treatment Plant as well as its 26 lift stations.</p></div> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none"><li><input type="radio"/> Yes</li><li><input checked="" type="radio"/> No</li></ul> <p>If No, please explain:</p> <div style="border: 1px solid black; padding: 5px;"><p>Management tasks have been completed on time, but these tasks often have been completed outside of normal business hours, scheduled time off, and or weekends.</p></div>	
<p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none"><li><input checked="" type="radio"/> Yes (Continue with question 2) <input type="checkbox"/><input type="checkbox"/></li><li><input type="radio"/> No (40 points) <input type="checkbox"/><input type="checkbox"/></li></ul> <p>If No, please explain, then go to question 3:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none"><li><input checked="" type="radio"/> Yes</li><li><input type="radio"/> No (10 points)</li></ul> <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none"><li><input checked="" type="radio"/> Yes<ul style="list-style-type: none"><li><input type="radio"/> Paper file system</li><li><input type="radio"/> Computer system</li><li><input checked="" type="radio"/> Both paper and computer system</li></ul></li><li><input type="radio"/> No (10 points)</li></ul>	<b>0</b>
<p>3. O&amp;M Manual</p> <p>3.1 Does your plant have a detailed O&amp;M and Manufacturer Equipment Manuals that can be used as a reference when needed?</p> <ul style="list-style-type: none"><li><input checked="" type="radio"/> Yes</li><li><input type="radio"/> No</li></ul>	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p>	

# Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:  
5/21/2024 **2023**

- Excellent
- Very good
- Good
- Fair
- Poor

Describe your rating:

Through prioritization staff are able to accomplish maintenance tasks that are considered high risk tasks and when time allows staff perform daily maintenance tasks. A work order software program is needed to operate more efficiently with these tasks along with an asset management program. The City is currently reviewing asset management software programs to explore options.

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:  
5/21/2024 **2023**

## Operator Certification and Education

### 1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name:

BEN R BROOKS

Certification No:

28418

0

### 2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes				
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural				
A5	Anaerobic Treatment Of Liquid				
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen				
D	Disinfection	X			X
L	Laboratory	X			X
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	NA	NA

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS is required 5 years after permit reissuance.)

- Yes (0 points)
- No (20 points)

2.3 For wastewater treatment facilities with a registered or certified laboratory, is at least one operator that works in the laboratory certified at the basic level in the laboratory (L) subclass?

- Yes
- No
- N/A – Wastewater treatment facility does not have a registered or certified laboratory

2.4 For wastewater treatment facilities that own and operate a sanitary sewage collection system, has at least one operator been designated the OIC for sanitary sewage collection system and certified at the basic level in the sanitary sewage collection system (SS) subclass?

- Yes
- No
- N/A – Owner of the Wastewater treatment facility does not own and operate a sanitary sewage collection system

### 3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- One or more additional certified operators on staff

# Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:  
5/21/2024 **2023**

<input type="checkbox"/> An arrangement with another certified operator <input type="checkbox"/> An arrangement with another community with a certified operator <input type="checkbox"/> An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year <input type="checkbox"/> A consultant to serve as your certified operator <input type="checkbox"/> None of the above (20 points) If "None of the above" is selected, please explain: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	0
---	---

<p>4. Continuing Education Credits</p> <p>4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?</p> <p>OIT and Basic Certification:</p> <ul style="list-style-type: none"> <li><input type="radio"/> Averaging 6 or more CECs per year.</li> <li><input type="radio"/> Averaging less than 6 CECs per year.</li> </ul> <p>Advanced Certification:</p> <ul style="list-style-type: none"> <li><input checked="" type="radio"/> Averaging 8 or more CECs per year.</li> <li><input type="radio"/> Averaging less than 8 CECs per year.</li> </ul>	
---	--

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:  
5/21/2024 **2023**

## Financial Management

1. Provider of Financial Information Name: <input type="text" value="Monica Dvorak"/> Telephone: <input type="text" value="715-261-6646"/> (XXX) XXX-XXXX E-Mail Address (optional): <input type="text" value="monica.dvorak@ci.wausau.wi.us"/>		
2. Treatment Works Operating Revenues 2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ? ● Yes (0 points) <input type="checkbox"/> <input type="checkbox"/> ○ No (40 points) If No, please explain: <input type="text"/> 2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: <input type="text" value="2023"/> ● 0-2 years ago (0 points) <input type="checkbox"/> <input type="checkbox"/> ○ 3 or more years ago (20 points) <input type="checkbox"/> <input type="checkbox"/> ○ N/A (private facility) 2.3 Did you have a special account (e.g., CFWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system? ● Yes (0 points) ○ No (40 points)		<b>0</b>
REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]		
3. Equipment Replacement Funds 3.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: <input type="text" value="2023"/> ● 1-2 years ago (0 points) <input type="checkbox"/> <input type="checkbox"/> ○ 3 or more years ago (20 points) <input type="checkbox"/> <input type="checkbox"/> ○ N/A If N/A, please explain: <input type="text"/>		
3.2 Equipment Replacement Fund Activity		
<b>3.2.1 Ending Balance Reported on Last Year's CMAR</b>	\$ <input type="text" value="2,356,962.70"/>	
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$ <input type="text" value="0.00"/>	
3.2.3 Adjusted January 1st Beginning Balance	\$ <input type="text" value="2,356,962.70"/>	
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	\$ <input type="text" value="273,978.38"/>	+



# Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:  
5/21/2024 **2023**

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below\*) -

\$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 2,630,941.08

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund?

\$ 2,630,941.08

0

Please note: If you had a CFWP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- Yes
- No

If No, please explain.

## 4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- Yes - If Yes, please provide major project information, if not already listed below.
- No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Northwestern and Greenwood Hills Lift Station upgrades	\$921,000	2024
2	Sewer Sliplining (annual)	\$425,000	2024
3	Cherry and Crocker St. Lift Station upgrades	\$1,700,000	2025
4	Lift Station Forcemain Cleaning	\$200,000	2025
5	Interceptor Line MH Reconstruction	\$750,000	2021
6	Airport Lift Station upgrade	\$700,000	2026
7	Plant Upgrade Project	\$20,000,000	2020
8	Plant Upgrade Project	\$30,000,000	2021
9	Plant Upgrade Project	\$30,000,000	2022
10	48th Ave Sanitary Interceptor replacement	\$500,000	2023

## 5. Financial Management General Comments

No comment

## ENERGY EFFICIENCY AND USE

## 6. Collection System

### 6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

### **COLLECTION SYSTEM PUMPAGE: Total Power Consumed**

Number of Municipally Owned Pump/Lift Stations: 26

# Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:  
5/21/2024 **2023**

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
<b>January</b>	35,190	119
<b>February</b>	30,577	97
<b>March</b>	35,465	114
<b>April</b>	32,557	79
<b>May</b>	40,408	66
<b>June</b>	26,171	87
<b>July</b>	18,691	81
<b>August</b>	18,532	110
<b>September</b>	18,286	128
<b>October</b>	23,113	94
<b>November</b>	32,001	171
<b>December</b>	27,241	230
<b>Total</b>	<b>338,232</b>	<b>1,376</b>
<b>Average</b>	<b>28,186</b>	<b>115</b>

## 6.1.2 Comments:

N/A

## 6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- Comminution or Screening
- Extended Shaft Pumps
- Flow Metering and Recording
- Pneumatic Pumping
- SCADA System
- Self-Priming Pumps
- Submersible Pumps
- Variable Speed Drives
- Other:

## 6.2.2 Comments:

As Lift Station upgrades occur, efficiencies will increase

6.3 Has an Energy Study been performed for your pump/lift stations?

No

Yes

Year:

By Whom:

Describe and Comment:

# Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:  
5/21/2024 **2023**

## 6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

As lift station upgrades occur new efficient equipment will allow operations staff to run stations more efficiently. All high flow lift stations will be receive on site emergency generators during these upgrade projects.

## 7. Treatment Facility

### 7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

#### TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	340,200	75.54	4,504	164.05	2,074	49,147
February	283,200	68.71	4,122	130.79	2,165	37,830
March	287,400	85.03	3,380	160.08	1,795	38,403
April	296,400	142.34	2,082	157.98	1,876	31,184
May	381,000	166.56	2,287	235.04	1,621	29,247
June	353,400	132.03	2,677	217.77	1,623	16,017
July	311,400	129.58	2,403	204.54	1,522	18,849
August	307,800	129.27	2,381	250.73	1,228	524
September	314,400	118.08	2,663	241.02	1,304	11,871
October	314,373	136.64	2,301	228.53	1,376	27,563
November	329,732	119.31	2,764	189.60	1,739	38,096
December	286,800	113.58	2,525	222.46	1,289	31,408
<b>Total</b>	<b>3,806,105</b>	<b>1,416.67</b>		<b>2,402.59</b>		<b>330,139</b>
<b>Average</b>	<b>317,175</b>	<b>118.06</b>	<b>2,841</b>	<b>200.22</b>	<b>1,634</b>	<b>27,512</b>

7.1.2 Comments:

N/A

## 7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- Aerobic Digestion
- Anaerobic Digestion
- Biological Phosphorus Removal
- Coarse Bubble Diffusers
- Dissolved O2 Monitoring and Aeration Control
- Effluent Pumping
- Fine Bubble Diffusers
- Influent Pumping
- Mechanical Sludge Processing
- Nitrification
- SCADA System
- UV Disinfection

# Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:  
5/21/2024 2023

Variable Speed Drives

Other:

7.2.2 Comments:

N/A

## 7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

Headworks screening , compactor and lighting upgrade project

## 8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

No

Yes

If Yes, how is the biogas used (Check all that apply):

Flared Off

Building Heat

Process Heat

Generate Electricity

Other:

## 9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

No

Yes

Entire facility

Year:

By Whom:

Describe and Comment:

Part of the facility

Year:

By Whom:

Describe and Comment:

# Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:

5/21/2024

**2023**

<b>Total Points Generated</b>	<b>0</b>
<b>Score (100 - Total Points Generated)</b>	<b>100</b>
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:  
5/21/2024 2023

## Sanitary Sewer Collection Systems

### 1. Capacity, Management, Operation, and Maintenance (CMOM) Program

#### 1.1 Do you have a CMOM program that is being implemented?

- Yes
- No

If No, explain:

#### 1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- Yes
- No (30 points)
- N/A

If No or N/A, explain:

#### 1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Manhole rehabilitation, Slip lining, pigging and cleaning projects. Maintaining the entire Collection System to avoid sewer backups or any SSO events.

Did you accomplish them?

- Yes
- No

If No, explain:

- Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

- Organizational structure and positions (eg. organizational chart and position descriptions)
- Internal and external lines of communication responsibilities
- Person(s) responsible for reporting overflow events to the department and the public

- Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Wausau Municipal Code, Ch 13

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2006-06-09

Does your sewer use ordinance or other legally binding document address the following:

- Private property inflow and infiltration
- New sewer and building sewer design, construction, installation, testing and inspection
- Rehabilitated sewer and lift station installation, testing and inspection
- Sewage flows satellite system and large private users are monitored and controlled, as necessary
- Fat, oil and grease control
- Enforcement procedures for sewer use non-compliance

- Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- Equipment and replacement part inventories
- Up-to-date sewer system map

# Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:  
5/21/2024 2023

A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation  
 A description of routine operation and maintenance activities (see question 2 below)  
 Capacity assessment program  
 Basement back assessment and correction  
 Regular O&M training  
 Design and Performance Provisions [NR 210.23 (4) (e)]    
 What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?  
 State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements  
 Construction, Inspection, and Testing  
 Others:

Overflow Emergency Response Plan [NR 210.23 (4) (f)]    
 Does your emergency response capability include:  
 Responsible personnel communication procedures  
 Response order, timing and clean-up  
 Public notification protocols  
 Training  
 Emergency operation protocols and implementation procedures  
 Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]    
 Special Studies Last Year (check only those that apply):  
 Infiltration/Inflow (I/I) Analysis  
 Sewer System Evaluation Survey (SSES)  
 Sewer Evaluation and Capacity Management Plan (SECAP)  
 Lift Station Evaluation Report  
 Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<input type="text" value="58.8"/>	% of system/year
Root removal	<input type="text" value="5.8"/>	% of system/year
Flow monitoring	<input type="text" value="0"/>	% of system/year
Smoke testing	<input type="text" value="0"/>	% of system/year
Sewer line televising	<input type="text" value="14.9"/>	% of system/year
Manhole inspections	<input type="text" value="15.7"/>	% of system/year
Lift station O&M	<input type="text" value="26"/>	# per L.S./year
Manhole rehabilitation	<input type="text" value="1"/>	% of manholes rehabbed
Mainline rehabilitation	<input type="text" value="0.72"/>	% of sewer lines rehabbed
Private sewer inspections	<input type="text" value="0"/>	% of system/year

# Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:  
5/21/2024 **2023**

Private sewer I/I removal	<input style="width: 90%;" type="text" value="0"/>	% of private services
River or water crossings	<input style="width: 90%;" type="text" value="9.2"/>	% of pipe crossings evaluated or maintained
Please include additional comments about your sanitary sewer collection system below:		
<input style="width: 100%; height: 100%;" type="text"/>		

### 3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

<input style="width: 90%;" type="text" value="33.03"/>	Total actual amount of precipitation last year in inches
<input style="width: 90%;" type="text" value="33.91"/>	Annual average precipitation (for your location)
<input style="width: 90%;" type="text" value="232.28"/>	Miles of sanitary sewer
<input style="width: 90%;" type="text" value="26"/>	Number of lift stations
<input style="width: 90%;" type="text" value="0"/>	Number of lift station failures
<input style="width: 90%;" type="text" value="3"/>	Number of sewer pipe failures
<input style="width: 90%;" type="text" value="2"/>	Number of basement backup occurrences
<input style="width: 90%;" type="text" value="53"/>	Number of complaints
<input style="width: 90%;" type="text" value="3.6239"/>	Average daily flow in MGD (if available)
<input style="width: 90%;" type="text" value="7.18"/>	Peak monthly flow in MGD (if available)
<input style="width: 90%;" type="text" value="0.2992"/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input style="width: 90%;" type="text" value="0.00"/>	Lift station failures (failures/year)
<input style="width: 90%;" type="text" value="0.01"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input style="width: 90%;" type="text" value="0.00"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input style="width: 90%;" type="text" value="0.01"/>	Basement backups (number/sewer mile)
<input style="width: 90%;" type="text" value="0.23"/>	Complaints (number/sewer mile)
<input style="width: 90%;" type="text" value="2.0"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input style="width: 90%;" type="text" value="0.1"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

### 4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **				
	Date	Location	Cause	Estimated Volume
None reported				

\*\* If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

### 5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- Yes



# Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:

5/21/2024

**2023**

<ul style="list-style-type: none"><li>● No</li></ul> <p>If Yes, please describe:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p>5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:</p> <div style="border: 1px solid black; padding: 2px;">Influent flows to WWTP do increase during significant rainfall, but do not effect treatment.</div>
<p>5.4 What is being done to address infiltration/inflow in your collection system?</p> <div style="border: 1px solid black; padding: 2px;">Manhole inspections, and sewer televising to identify problematic areas throughout the collection system.</div>

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:  
5/21/2024 **2023**

## Grading Summary

WPDES No: 0025739

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
<b>TOTALS</b>			<b>32</b>	<b>128</b>
<b>GRADE POINT AVERAGE (GPA) = 4.00</b>				

### Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

# Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:  
5/21/2024 2023

## Resolution or Owner's Statement

Name of Governing  
Body or Owner:

City of Wausau

Date of Resolution or  
Action Taken:

2024-06-11

Resolution Number:

Date of Submittal:

### **ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):**

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

No SSO's reported for 2023.

### **ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS**

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

**G.P.A. = 4.00**



TO: Wausau Waterworks Commissioners

FROM: Ben Brooks  
Wastewater Operations Superintendent

DATE: June 4, 2024

SUBJECT: 2023 CMAR

Wisconsin Administrative Code, Chapter NR 208, is more commonly known as the Compliance Maintenance Annual Report (CMAR) rule for publicly and privately owned domestic wastewater treatment works. The CMAR is a self-evaluation tool that promotes the owner's awareness and responsibility for wastewater collection and treatment needs, measures the performance of a wastewater treatment works during a calendar year, and assesses its level of compliance with permit requirements.

CMAR requirements have been in existence since 1987.

The Wausau Waterworks Wastewater Treatment Facility received a grade point average of 4.0 for the 2023 calendar year. This astounding GPA means that the plant is being operated well and meeting all WPDES requirements.

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

<b>RESOLUTION OF THE COMMON COUNCIL</b>	
Terminating Liberation & Freedom Committee.	
Committee Action:	None
Fiscal Impact:	None
<b>File Number:</b>	19-0409
<b>Date Introduced:</b>	June 11, 2024

<b>FISCAL IMPACT SUMMARY</b>			
<b>COSTS</b>	<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>
<b>SOURCE</b>	<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> <span style="float: right;"><i>Annual Retirement</i></span>
	<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 Liberation & Freedom Committee was created on April 23, 2019 under the name of Mayor’s Welcoming and Inclusivity Committee to identify issues and barriers to equality affecting those minorities in the Wausau area and educate the public on diversity, inclusivity and bias and to promote tolerance and acceptance of all people who choose to reside in or visit Wausau; and

**WHEREAS**, the Liberation & Freedom Committee has not met due to a lack of quorum since 2022; therefore the city wishes to terminate its existence.

**NOW THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau that the Liberation & Freedom Committee is hereby terminated.

Approved:

\_\_\_\_\_  
Doug Diny, Mayor

<b>RESOLUTION OF THE COMMON COUNCIL</b>	
Creating the Mayor's Welcoming and Inclusivity Committee	
Committee Action:	Council Approved 7-3
Fiscal Impact:	None
File Number:	19-0409
Date Introduced:	April 23, 2019

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

## RESOLUTION

**WHEREAS**, the City of Wausau will be welcoming and inclusive to all residents and visitors alike, no matter their age, race, color, national origin, religion, gender, sexual orientation, disability or socio-economic, familial or veteran status; and

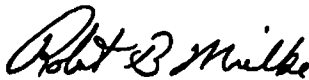
**WHEREAS**, the City will identify the issues and barriers to equality affecting those minorities in the Wausau area and educate the public on diversity, inclusivity, and bias; and

**WHEREAS**, the City will, through discussion and education, promote tolerance and acceptance of all people who choose to reside in or visit Wausau.

**NOW THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Wausau, that there is hereby created a Mayor's Welcoming and Inclusivity Committee, as an advisory committee to the Common Council regarding the aforementioned issues.

**BE IT FURTHER RESOLVED**, that the Mayor's Welcoming and Inclusivity Committee shall consist of eight (8) citizen members appointed by the Mayor and confirmed by the Council to serve a term of three (3) years from the date of their appointments, plus one representative from the Common Council, who shall serve as chair, and meet as necessary to discharge its duties.

Approved:



Robert B. Mielke, Mayor

**RESOLUTION OF THE MAYOR'S WELCOMING  
& INCLUSIVITY COMMITTEE**

Approving a name change for Mayor's Welcoming & Inclusivity Committee

Committee Action:      Approved 6-0

Fiscal Impact:          None

File Number:            19-0409

Date Introduced:        August 12, 2020

**FISCAL IMPACT SUMMARY**

<b>COSTS</b>	<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>
<b>SOURCE</b>	<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"/>			

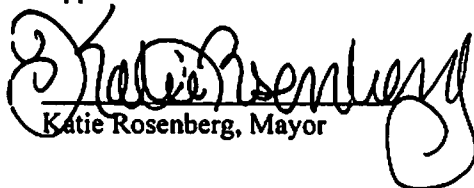
**RESOLUTION**

**WHEREAS**, on April 23, 2019, the Mayor's Welcoming and Inclusivity Committee was created by resolution and approved by the Common Council; and

**WHEREAS**, at the July 7 and July 20, 2020 meetings of the Mayor's Welcoming and Inclusivity Committee, it was discussed and recommended that the name of the committee be changed to Liberation & Freedom Committee.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau that the name of the Mayor's Welcoming and Inclusivity Committee is hereby changed to Liberation & Freedom Committee.

Approved:

  
Katie Rosenberg, Mayor

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

**RESOLUTION OF THE FINANCE COMMITTEE**

Approving Parking Lot land Lease North First Street Holding Company LLC and First Wausau Tower Parking Stall Lease Agreement for the Properties 520 and 614 N 1st Street – Parking Lot 15.

Committee Action: *Pending*

Fiscal Impact: Net Income of approximate \$7,000

**File Number:** 08-0917

**Date Introduced:** June 11, 2024

**RESOLUTION**

**WHEREAS**, the City of Wausau entered into the parking lot land lease and parking stall lease agreement for the properties 520 and 614 N 1<sup>st</sup> Street also known as Parking Lot 15 in 2013; and

**WHEREAS**, First Wausau Tower, LLC and the City propose a lease extension to operate both of these lots to maximize efficient and effective public parking under identical terms as the prior agreement, and

**WHEREAS**, your Finance Committee has reviewed and supports the parking lot land lease which will allow for municipal parking operations of this property, and

**WHEREAS**, Wausau First Tower, LLC proposes to lease stalls within this parking lot from the City as outlined in the attached parking stall agreement, and

**WHEREAS**, this agreement will be retroactively dated January 1, 2022 to preserve the continuity of the business agreement, and

**WHEREAS**, your Finance Committee has reviewed the parking stall agreement and recommends approval, Now Therefore

**BE IT RESOLVED** by the Common Council of the City of Wausau that the proper City Official(s) are hereby authorized and directed to enter into the Parking Lot Land Lease Agreement and the Parking Stall Lease Agreement (attached hereto and made part of this resolution)

Approved:

---

Doug Diny, Mayor



## PARKING STALL LEASE AGREEMENT

This Parking Lot Lease Agreement (the “Lease”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the “**Effective Date**”) by and between THE CITY OF WAUSAU, WISCONSIN, a Wisconsin municipal corporation, as “Landlord,” and FIRST WAUSAU TOWER, LLC, a Wisconsin limited liability company, as “**Tenant**.”

### BASIC TERMS

The following Basic Terms are hereby made a part of this Lease; if any provision of the General Terms Lease and the Basic Terms conflict, the General Terms of the Lease shall apply:

1.     **Premises:**    See Exhibit A, attached hereto and incorporated herein by reference.
  
2.     **Lease Term:**   Commencing on the date hereof and expiring on December 31, 2029

**Extension Option:**                                       One option to extend the term through December 31, 2034.
  
3.     **Commencement Date:**                                 \_\_\_\_\_
  
4.     **Rent:**   See Exhibit B, attached hereto and incorporated herein by reference.

**Extension Term Rent:**                                     Rent shall be Fair Market Rent determined in accordance Section 1.2.
  
5.     **Landlord/Rent Payment Address:**    City of Wausau  
  c/o Finance Director 407 Grant Street  
  Wausau, WI 54403  
  Telephone: 715-261-6620  
  Facsimile: 715-261-6626
  
6.     **Address of Tenant for Notices:**     First Wausau Tower, LLC  
  Attn: Paul C. Schlindwein, II  
  500 N. 1<sup>st</sup> St. Suite 100  
  Wausau, WI 54403  
  Telephone: 715-842-3260  
  Facsimile: 715-848-0616

**With a copy to:**   Joseph M. Mella, Esq.  
  Ruder Ware, L.L.S.C.  
  500 N. 1<sup>st</sup> St., Suite 8000  
  Wausau, WI 54403  
  Telephone: 715-845-4336  
  Facsimile: 715-845-2718  
  E-mail: [jmella@ruderware.com](mailto:jmella@ruderware.com)

**GENERAL TERMS**

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

**1.1 Premises.**

(a) In consideration of the mutual covenants this Lease describes and other good and valuable consideration, Landlord leases to Tenant and Tenant leases from Landlord, upon and subject to the terms, covenants, and conditions set forth in this Lease, the number of Parking Spaces for City Lot 15 designated in Exhibit A (the “**Parking Area**”). Within thirty (30) days prior to the end of each calendar quarter of the Lease Term or any Extension Term (as defined herein), Tenant shall notify Landlord of the need to increase or decrease the number of stalls in the Parking Area, following which notice, the Parking Area will be deemed modified to reflect the specified number of stalls.

(b) “**Property**” as used herein shall mean the real property and all improvements thereto owned or leased by Landlord and in or upon which is operated the Parking Area.

**1.2 Term, Delivery, and Commencement.**

**1.2.1. Commencement and Expiration of Term.**

The Term of this Lease is the period stated in the Basic Terms. The Term commences on the Commencement Date and expires on the expiration date stated in the Basic Terms (unless otherwise extended as provided herein).

**1.2.2. Extension Term.**

Tenant shall have the right, to be exercised as hereinafter provided, to extend the term of this Lease through December 31, 2034 (the “**Extension Term**”).

(a) The Extension Term shall be upon the same terms, covenants, and conditions as in this Lease with the exception that: (i) the annual Rent for such Extension Term shall be Fair Market Rent for such space on the date such Extension Term shall commence. “**Fair Market Rent**” shall mean that net annual basic rent per parking stall of the Premises as of the commencement of the Extension Term that a willing tenant would pay and a willing landlord would accept in an arm’s length bona fide negotiation for such parking spaces comparable to the Premises in condition, quality, size, and location in the Wausau Metropolitan area, with neither party under a compulsion for the appropriate term.

(b) Tenant shall notify Landlord of its desire to extend the term of this Lease for the Extension Term by notifying Landlord, in writing, no later than sixty (60) days prior to commencement of the Extension Term. In the event that Landlord and Tenant fail to agree within the thirty (30) day time period set forth in this subparagraph (b), the Fair Market Rent of the Premises for such Extension Term shall be determined by appraisal in the manner set forth in Section 1.2.3 hereof (“**Appraisal**”). Any determination by Appraisal or any agreement reached by the parties hereto with respect to such Fair Market Rent and resulting Rent of the Premises for

such Extension Term shall be expressed in writing and shall be executed by the parties hereto, and a copy thereof delivered to each of the parties.

### **1.2.3. Selection of Fair Market Rent.**

Upon notification with respect to such Extension Term and for a period of thirty (30) days thereafter, the parties hereto shall make a good faith effort to negotiate and agree upon the Fair Market Rent of the Premises for such Extension Term. If the parties fail to agree within thirty (30) days, then either party shall be entitled to give notice to the other electing to have the Fair Market Rent selected by an appraiser as provided in this section. Upon delivery and receipt of such notice, the parties will within seven (7) days thereafter mutually appoint an appraiser who will select (in the manner set forth below) the Fair Market Rent (the “**Deciding Appraiser**”). The Deciding Appraiser must have at least five (5) years of full-time commercial appraisal experience with projects comparable to the Property and be a member of the American Institute of Real Estate Appraisers or a similar appraisal association. The Deciding Appraiser may not have any material, financial, or business interest in common with either of the parties. If Landlord and Tenant are not able to agree upon a Deciding Appraiser within such seven (7) days, each party will within five (5) days thereafter separately select an appraiser meeting the criteria set forth above, which two appraisers will, within seven (7) days of their selection, mutually appoint a third appraiser meeting the criteria set forth above to be the Deciding Appraiser. Within seven (7) days of the appointment (by either method) of the Deciding Appraiser, Landlord and Tenant will submit to the Deciding Appraiser their respective determinations of Fair Market Rent and any related information. Within twenty-one (21) days of such appointment of the Deciding Appraiser, the Deciding Appraiser will review each party’s submittal (and such other information as the Deciding Appraiser deems necessary) and will select, in total and without modification, the submittal presented by either Landlord or Tenant as the Fair Market Rent. Subject to the previous sentence, if the Deciding Appraiser timely receives one party’s submittal, but not both, the Deciding Appraiser must designate the submitted proposal as the Fair Market Rent for the such Extension Term. Any determination of Fair Market Rent made by the Deciding Appraiser in violation of the provisions of this section shall be beyond the scope of authority of the Deciding Appraiser and shall be null and void. If the determination of Fair Market Rent is made by a Deciding Appraiser, Landlord and Tenant will each pay, directly to the Deciding Appraiser, one-half (½) of all fees, costs, and expenses of the Deciding Appraiser. Landlord and Tenant will each separately pay all costs, fees, and expenses of their respective additional appraiser (if any) used to determine the Deciding Appraiser. Notwithstanding the preceding provisions regarding determination of Fair Market Rent, in no event shall Tenant be charged more than any other party pursuant to any then current lease for a Parking Space in the same parking area for which Fair Market Rent is being determined.

## **ARTICLE 2. RENT**

### **2.1. Rent.**

Tenant will pay Rent in monthly installments to Landlord, in advance and without demand therefor, commencing on the Commencement Date and continuing on or before the first day of each and every calendar month after the Commencement Date during the Term, to the address specified in the Basic Terms or at such other place as Landlord may from time to time designate in writing to Tenant. Except as otherwise provided, herein, such payments shall be made without offset. Simple interest in the amount of 18% per annum will be charged for any unpaid installments not paid within thirty (30) days when due.

**ARTICLE 3.  
USE**

**3.1. Permitted Use.**

Tenant may use the Premises for parking of Tenant's officers', directors', owners', employees', agents', guests', and invitees' vehicles during the hours of 7 :00 a.m. to 6:00 p.m. Monday through Friday and uses incidental to general office use which are allowed by any applicable laws, ordinances, or codes ("Laws"). Tenant acknowledges that such spaces may be available to the general public for use during any other time. Tenant will not use the Property in any fashion that materially violates any Laws, causes injury or damage to the Property or to any person, or constitutes a public or private nuisance or waste, and will not allow the abandonment of Tenant's officers', directors', owners', employees', agents', guests', and invitees' disabled vehicles therein.

**3.2. Other Parking Areas.**

Nothing herein shall be construed so as to limit Tenant from the non-exclusive right to use all other portions of any City operated parking areas at any and all times, subject to Landlord's lawfully established rules and charges therefor.

**3.3. Signs.**

During the Lease Term and Extension Term, Landlord will install and maintain at Landlord's sole cost and expense (a) exclusive "reserved", "guest parking", and "handicap accessible" parking signage in a form reasonably acceptable to Tenant in certain stalls in the Parking Area, and (b) monument, entrance, and other signage in a location reasonably specified by Tenant for the Parking Area designating the Tenant's exclusive parking spaces and times.

**ARTICLE 4.  
LANDLORD'S OBLIGATIONS**

**4.1. Taxes.**

Landlord will, prior to delinquency, pay all taxes assessed against the Property, beginning with the real estate taxes imposed for 2012, but in no case is Landlord responsible for any prior delinquencies.

**4.2. Insurance.**

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

**4.2.1. Liability Insurance.**

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

#### **4.2.2. Property Insurance.**

Property insurance on the Property in an amount not less than the full insurable replacement cost of the Parking Areas insuring against loss or damage by fire and such other risks as are covered by the current ISO Special Form policy. Landlord, at its option, may obtain such additional coverages or endorsements as Landlord deems appropriate or necessary, including, without limitation, insurance covering foundation, grading, excavation, and debris removal costs; business income and rents insurance; earthquake insurance; flood insurance; and other coverages. Landlord may maintain such insurance in whole or in part under blanket policies.

#### **4.2.3. Miscellaneous Insurance Provisions.**

Landlord will deliver evidence of insurance satisfactory to Tenant, (a) on or before the Commencement Date, (b) not later than thirty (30) days prior to the expiration of any current policy or certificate, and (c) at such other times as Tenant may reasonably request. Such evidence shall be by an ACORD Form 27 certificate and will attach or cause to be attached to the certificate copies of the endorsements this Section 4.2 requires (including specifically, but without limitation, the “additional insured” endorsement).

#### **4.2.4. Failure to Insure.**

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

### **4.3. Maintenance**

#### **4.3.1. General Maintenance and Repairs.**

Landlord assumes the sole and exclusive responsibility for the condition, operation, repair, replacement, maintenance, and management of the Property. Landlord, at Landlord’s sole cost and expense, will keep and maintain the Property (including the Parking Area) in good operating condition and repair, reasonable wear and tear and damage from insured casualties excepted. Landlord will keep the Property in a neat and sanitary condition. If Tenant damages the Property, Landlord will repair the damage and Tenant will promptly reimburse Landlord for all reasonable costs and expenses of Landlord in connection with the repair upon demand. Landlord’s repairs will be at least equal in quality and workmanship to the original work and Landlord will make the repairs in accordance with all Laws. If Landlord fails to commence any of its obligations as required hereby within five (5) regular business days after written request therefor from Tenant, Tenant may, upon the expiration of such five (5) regular business day period, proceed to undertake such obligations, in which event Landlord shall promptly reimburse Tenant upon demand therefor for all Tenant’s costs incurred by Tenant undertaking such action.

#### **4.3.2. Alterations Required by Laws.**

If any governmental authority requires any alteration to the Property, Landlord will make such alterations at Landlord's expense. Landlord may not make any alterations or undertake any other activity as a result of its obligations hereunder in a manner that will unreasonably interfere with Tenant's use of the Property.

#### **4.4. Utilities.**

Landlord shall provide at its sole cost and expense all utilities used in the Property, including, but not limited to, adequate lighting for all portions of the Property at standards deemed adequate for public safety and use typically found in Parking Areas of these types in Wisconsin.

#### **4.5. Exclusive Enforcement of Parking Rights.**

Landlord shall provide, at Landlord's sole cost and expense, by the methodology set forth in Schedule I services to allow for the enforcement of Tenant's exclusive use of the Premises as provided for herein.

#### **4.6. Other Services.**

Landlord shall provide at its sole cost and expense (a) prompt removal of all ice, snow, and debris from the Property on a priority basis; (b) landscaping and landscaping maintenance of all exterior areas of the Property; and (c) 79 parking permit hangtags, stickers, or other materials distributed by the City of Wausau for rented parking privileges in City owned or controlled parking lots.

#### **4.7. Provisions Relating to Services.**

The standard and quality of services provided by Landlord as required hereby ("**Landlord Services**") shall be equivalent to that which is customarily provided in structures of similar type, nature, and use as the Property in the State of Wisconsin. Landlord shall not materially reduce or modify the standard, quality, frequency, or quantity of all Landlord Services.

### **ARTICLE 5. TENANT'S OBLIGATIONS**

#### **5.1. Insurance**

##### **5.1.1. Liability Insurance.**

Tenant, at all times during the Term, at Tenant's sole cost and expense," shall maintain commercial general liability insurance (providing coverage at least as broad as the current ISO form) with respect to the

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

**5.1.2. Miscellaneous insurance Provisions.**

Tenant’s insurance will be written by companies rated at least “Best A-VII.” Tenant will deliver evidence of insurance satisfactory to Landlord, (a) on or before the Commencement Date, (b) not later than thirty (30) days prior to the expiration of any current policy or certificate, and (c) at such other times as Landlord may reasonably request. Such evidence shall be by an ACORD Form 27 certificate and will attach or cause to be attached to the certificate copies of the endorsements this Section 5.1 requires (including specifically, but without limitation, the “additional insured” endorsement).

**5.2. Distribution and Collection of Parking Passes.**

Tenant shall have control over the distribution to and collection from its tenants, guests, and invitees parking passes as provided by the Landlord to Tenant for designating parking privileges in City Lot 15.

**ARTICLE 6.  
RIGHTS RESERVED BY LANDLORD**

**6.1. Control of Property.**

Landlord reserves all rights respecting the Property and Premises not specifically granted to Tenant under this Lease, including, without limitation, the right to install, operate, and maintain security systems that monitor all persons entering or leaving the Property.

**6.2. Right of Entry.**

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

**ARTICLE 7.  
DAMAGE OR DESTRUCTION**

**7.1. Landlord’s Repair Obligation.**

In the event of any damage to or destruction of the Property by fire or other casualty, Landlord will repair and restore the Property to as near its condition prior to the fire or other casualty as is reasonably possible with all commercially reasonable diligence and speed and Rent for the period during which the Premises are untenable will abate pro rata (based upon the number of Parking Spaces leased within the untenable portion of the Premises as compared with the number of Parking Spaces leased by Tenant within the entire Premises) or the same shall abate in full if Tenant is unable to reasonably use any of the Premises.

**7.2. Alternative Parking.**

Landlord hereby expressly recognizes and agrees that in the event of any occurrences which result in either total or partial damage to or destruction of any of the Parking Areas so as to render such Parking Area or the Premises either totally or partially unusable, Landlord shall, as soon after the occurrence of such damage or destruction as possible but not more than fifteen (15) days thereafter, use its best efforts to provide Tenant with a minimum of the same number parking stalls lost due to such damage or destruction located within a reasonable proximity to the First Wausau Tower, LLC office building located at 500 N. 1<sup>st</sup>

St., Wausau, Wisconsin (the “**Office Building**”) as to comply with the City of Wausau and Marathon County zoning and use ordinances as they may from time to time exist, for which the rental shall be the rate charged to others renting parking stalls on a monthly basis from the City of Wausau, and, if the City of Wausau is not renting parking stalls to others on a monthly basis, then at a rate set by mutual agreement of the parties or, if no agreement is reached within fifteen (15) days, then by arbitration conducted in Wausau, Wisconsin, according to the rules of the American Arbitration Association. If such alternative spaces as provided do not so comply with applicable zoning and use ordinances, Landlord will take all action necessary to suspend the enforcement of such ordinances with regard to Tenant and the Office Building Project.

## **ARTICLE 8. DEFAULTS; REMEDIES**

### **8.1. Default by Tenant.**

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

#### **8.1.1. Failure to Pay Rent.**

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

#### **8.1.2. Failure to Perform.**

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

#### **8.1.3. Other Defaults.**

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

#### **8.1.4. Landlord’s Remedies.**

Upon the occurrence of any Tenant Event of Default, Landlord may exercise any remedy provided for landlords generally pursuant to Chapter 704 of the Wisconsin Statutes, as the same may be amended from time to time, and any regulations promulgated thereunder, or shall be entitled to bring an action for specific performance, and shall be further entitled to reimbursement on demand for any actual costs Landlord incurs in connection with enforcement of its remedies thereunder, including, but not limited to, reasonable attorneys’ fees and costs.



## **8.2. Default by Landlord.**

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

### **8.2.1. Failure to Perform.**

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

### **8.2.2. Other Defaults.**

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

### **8.2.3. Tenant’s Remedies.**

Upon the occurrence of any Landlord Event of Default, Tenant may exercise any remedy provided for tenants generally pursuant to Chapter 704 of the Wisconsin Statutes, as the same may be amended from time to time, and any regulations promulgated thereunder. In addition , if Landlord does not cure such default or commence and complete a cure as provided herein, Tenant shall have the right to correct the same (provided such correction does not impact adversely any other tenant of the Building) and be paid promptly upon demand by Landlord all Tenant’s costs and expenses (including attorneys’ fees) incurred in correcting such default, or bring an action against Landlord for specific performance and/or damages due to Landlord’s default. In addition, Tenant may offset any amounts due Landlord by Tenant that Landlord may demand or be entitled to demand pursuant to this Lease.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### **9.1. Notices.**

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

### **9.2. Successors.**

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

**9.3. Captions and Interpretation.**

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

**9.4. Relationship of Parties.**

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

**9.5. Entire Agreement; Amendment.**

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

**9.6. Severability.**

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

**9.7. Survival.**

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

**9.8. Attorneys' Fees.**

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

**9.9. Governing Law.**

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

**9.10. Time is of the Essence.**

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

**9.11. Authority.**

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

**9.12. Quiet Enjoyment.**

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

In no event shall any additional improvements to any Parking Area by Landlord or other third party be conducted in such a fashion as to hinder or otherwise interfere with Tenant's use of the Premises.

**9.13. Recording.**

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

**9.14. Termination.** In the event that North First Street Holding Company, LLC terminates all or a portion of the ground lease for the Property with Landlord, this Lease shall be deemed modified accordingly to reduce the number of parking spaces lost due to such termination.

[CONTINUED ON NEXT PAGE]

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

**LANDLORD:**

THE CITY OF WAUSAU, WISCONSIN, a Wisconsin municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT:**

FIRST WAUSAU TOWER, LLC, a Wisconsin limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

Lot 2 (2) of Certified Survey Map No. 14100 recorded in the office of the Register of Deeds for Marathon County, Wisconsin on November 2, 2005, as Document No. 1427681, being a part of Block 5, Plat of the Village of Wausau (now City of Wausau), Section 25 and 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin

PIN: 291-2907-253-0564

Parking Spaces Leased on Commencement Date: \_\_\_\_\_

**EXHIBIT B**

RENT SCHEDULE

<u>Lease Year</u>	<u>Monthly Rent Per Stall</u>	<u>Total Stalls</u>	<u>Monthly Total</u>
Year 1-5	\$29.00 + sales tax		

## **SCHEDULE 1**

-HANG TAGS PROVIDED FOR EACH PARKING SPACE AT NO COST TO TENANT DESIGNATING VEHICLE AS TENANT IN THE PARKING LOT.

-STANDARD CITY LOT ENFORCEMENT PROCEDURES (e.g., ticketing, prosecution), except in areas designated for First Wausau Tower tenant visitor parking, for which ticketing and prosecution will be undertaken following a request by Tenant.

-SCHEDULE: all Parking Areas included in standard City of Wausau parking enforcement routes and schedules.

-GUEST PARKING AREAS: “on call” enforcement conducted by City of Wausau upon request of Tenant.

-COST OF ENFORCEMENT: all costs of enforcement shall be borne by City of Wausau .

**PARKING LOT LAND LEASE**

THIS PARKING LOT LAND LEASE (hereafter “**Lease**”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the “**Lease Date**”), by and between NORTH FIRST STREET HOLDING COMPANY, LLC, a Wisconsin limited liability company with offices at 500 North 1st Street, Wausau, Wisconsin 54403 (hereinafter referred to as “**Landlord**”) and the CITY OF WAUSAU, WISCONSIN, a Wisconsin municipal corporation with address of 407 Grant Street, Wausau, Wisconsin 54403 (“**Tenant**”).

**BASIC TERMS**

- 1. Tenant’s Representative and address: c/o Finance Director  
407 Grant Street  
Wausau, WI 54403  
Telephone: 715-261-6620  
Facsimile: 715-261-6626.
  
- 2. Landlord’s Representative and address: Paul C. Schlindwein II  
North First Street Holding Company, LLC  
500 N. 1<sup>st</sup> St. Suite 100  
Wausau, WI 54403  
Telephone: 715-842-3260  
Facsimile: 715-848-0616
  
- Copies to: Joseph M. Mella, Esq.  
Ruder Ware, L.L.S.C.  
500 N. 1<sup>st</sup> St., Suite 8000  
Wausau, WI 54403  
Telephone: 715-845-4336  
Facsimile: 715-845-2718
  
- 3. Premises: See Exhibit A.
  
- 4. Commencement Date: \_\_\_\_\_
  
- 5. Lease Term: Beginning on the Commencement Date and ending at midnight on December 31, 2029 (subject to termination provisions set forth in Section 9.19)
  
- 6. Rent: One Dollar (\$1.00) per year
  
- 7. Utilities: Tenant shall be solely responsible for all Utilities (as defined herein) for the Leased Premises.
  
- 8. Taxes, Maintenance, Repairs, and Replacements: Tenant shall be solely responsible for all Taxes, Maintenance, Repairs, and Replacements (as each is defined herein) for the Leased Premises.



## **STANDARD TERMS AND CONDITIONS**

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

#### **1.1. Premises.**

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

#### **1.2. Term, Delivery, and Commencement.**

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

### **ARTICLE 2. RENT**

#### **2.1. Rent.**

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

### **ARTICLE 3. USE**

#### **3.1. Permitted Use.**

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

## **ARTICLE 4. TENANT’S OBLIGATIONS**

### **4.1. Taxes.**

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

### **4.2. Insurance.**

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

#### **4.2.1. Liability Insurance.**

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

#### **4.2.2. Property Insurance.**

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

#### **4.2.3. Miscellaneous Insurance Provisions.**

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

#### **4.2.4. Failure to Insure.**

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

### **4.3. Maintenance.**

#### **4.3.1. General Maintenance and Repairs.**

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

#### **4.3.2. Alterations Required by Laws.**

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

**4.4 Utilities.**

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

**ARTICLE 5.  
RIGHTS RESERVED BY LANDLORD**

**5.1 Control of Property.**

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

**5.2 Right of Entry.**

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

**ARTICLE 6.  
DAMAGE OR DESTRUCTION**

**6.1 Landlord's Repair Obligation.**

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

**ARTICLE 7.  
DEFAULTS; REMEDIES**

**7.1 Default by Tenant.**

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

**7.1.1. Failure to Pay Rent.**

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

**7.1.2. Failure to Perform.**

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

**7.1.3. Other Defaults.**

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

**7.1.4. Landlord’s Remedies.**

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

**ARTICLE 8.**  
**TENANT IMPROVEMENTS**

**8.1. Tenant Improvements.**

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

**8.2. Tenant Improvements Upon Termination.**

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

**8.3. Liens.**

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

**ARTICLE 9.**  
**MISCELLANEOUS PROVISIONS**

**9.1. Notices.**

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

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

**9.2. Successors.**

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

**9.3. Captions and Interpretation.**

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

**9.4. Relationship of Parties.**

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

**9.5. Entire Agreement; Amendment.**

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

**9.6. Severability.**

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

**9.7. Survival.**

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

**9.8. Attorneys' Fees.**

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

**9.9. Governing Law.**

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

**9.10. Time is of the Essence.**

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

**9.11. Authority.**

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

**9.12. Quiet Enjoyment.**

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

**9.13. Recording.**

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



#### **9.14. Indemnification.**

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

#### **9.15. Estoppel.**

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

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

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

#### **9.16. Subordination.**

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

**9.17. Assignment and Subletting.**

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

**9.19 Early Termination for New Development.**

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

[CONTINUED ON NEXT PAGE]

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

**TENANT:**

THE CITY OF WAUSAU, WISCONSIN, a  
Wisconsin municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LANDLORD:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**PREMISES**

Lot 2 (2) of Certified Survey Map No. 14100 recorded in the office of the Register of Deeds for Marathon County, Wisconsin on November 2, 2005, as Document No. 1427681, being a part of Block 5, Plat of the Village of Wausau (now City of Wausau), Section 25 and 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin

PIN: 291-2907-253-0564