



OFFICIAL NOTICE AND AGENDA - REVISED*

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

Meeting of the:	COMMON COUNCIL OF THE CITY OF WAUSAU
Date/Time:	Tuesday, April 25, 2023 at 6:30 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Carol Lukens, Michael Martens, Tom Kilian, Doug Diny, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Chad Henke

Call to Order			
Pledge of Allegiance / Roll Call / Proclamations			
Presentation:	Update on ECDC Multicultural Community Center in Wausau – Adam VanNoord and Eric Yonke		
Public Comment:	Pre-registered citizens for matters appearing on the agenda and other public comment.		
File #	CMT	Consent Agenda	ACT
23-0401	COUN	Minutes of previous meeting (4/11/23)	Place on file
23-0405	CISM	Preliminary Resolution Levying Special Assessments for 2023 Alley Paving Project	Approved 4-0
*Addendum 21-0414	PH&S	Resolution Designating the Month of May, 2023, as “No Mow May” and suspending enforcement of W.M.C. §6.48.010 Mowing Required and §6.48.040 Penalty from May 1, 2023 through May 31, 2023	Approved 5-0
File #	CMT	Resolutions and Ordinances	ACT
23-0403		Mayor's Appointments	
23-0406	CISM & PLAN	Joint Resolution Authorizing Sale of City-Owned Property at 123 West Thomas Street	Approved 4-0 Approved 6-0
23-0407	CISM	Ordinance Amending Section 10.20.080(a) designating no parking on north side of Sherman Street between S. 3rd Avenue and S. 8th Avenue	Approved 4-0
94-0907	PLAN, ED, & FIN	Joint Resolution Approving the Project Plan Amendment #5 Tax Incremental Financing District Number 3, City of Wausau (TID # 3)	Approved 6-0 Approved 4-1 Approved 5-0
12-0316	PLAN, ED, & FIN	Joint Resolution Approving the Project Plan Amendment Tax Incremental Financing District Number 8 Amendment #3, City of Wausau (TID # 8)	Approved 6-0 Approved 4-1 Approved 5-0
17-0716	PLAN, ED, & FIN	Joint Resolution Approving the Boundaries and Project Plan for Amendment Two to Tax Incremental Financing District Number 12, City of Wausau (TID #12)	Approved 6-0 Approved 4-1 Approved 5-0
22-0105	ED & FIN	Joint Resolution Approving Development Agreement with S. C. Swiderski, LLC and SCS Wausau, LLC for a mixed-use development at approximately 1200 N. River Drive, including Lots 6, 7 and 8, and sale of property	Approved 4-1 Approved 5-0
Suspend Rule 6(B) Filing (2/3 vote required)			
03-0306	FIN	Resolution Authorizing the write-off of certain uncollectible delinquent personal property tax accounts from the City’s accounting records	Pending
12-1118	FIN	Resolution Approving Production Agreement between Wausau School District Board of Education and Administration and City of Wausau	Pending
22-1109	FIN	Resolution Approving 2023 Budget Modifications – 48th Avenue Intercept Project	Pending
22-1109A	FIN	Resolution Approving 2023 Budget Modifications – Riverside Park Remediation	Pending
23-0408	FIN	Resolution Approving the closure of the McClellan Parking Ramp	Pending
22-1109B	FIN	Resolution Approving 2023 Budget Modifications - Professional Services	Pending
Public Comment & Suggestions			
Adjournment			

Signed by Mayor Katie Rosenberg

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

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 4/24/23 @ 12:45 PM Questions regarding this agenda may be directed to the City Clerk.

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

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL

held on Tuesday, April 11, 2023 in Council Chambers, beginning at 7:10 p.m.,

Mayor Katie Rosenberg presiding.

Roll Call

4/11/2023

Roll Call indicated 11 members present.

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

Proclamations:

- Mayor Rosenberg proclaimed April 2023 as Sexual Assault Awareness Month in the City of Wausau and commended this observance to all citizens. The proclamation was accepted by the Women's Community.
- Mayor Rosenberg proclaimed April 10-14, 2023 as Community Development Block Grant Week in the City of Wausau and commended this observance to all citizens, that our community urges Congress and the Biden Administration to recognize the outstanding work being done locally and nationally with CDBG by supporting increased funding for the program YY 2024. (A brief video was shown) <https://www.youtube.com/watch?v=sPaNNSbcsdE>
- Mayor Rosenberg declared April 2023 as Family Strengthening Month in the City of Wausau and commended this observance to all citizens.

Presentation: Children's Wisconsin on Strengthening Families Month

Maria Coakley, Prevention Manager with Children's Wisconsin presented on their programming. The presentation can be viewed online at: <https://www.youtube.com/watch?v=sPaNNSbcsdE>

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

None.

Consent Agenda

4/11/2023

Motion by Diny, second by Henke to adopt all the items on the Consent Agenda as follows:

23-0301 Minutes of previous Council meeting (3/28/23)

12-1118 Resolution of the Finance Committee Approving Production Agreement between Marathon County and City of Wausau.

12-0219 Resolution of the Human Resources Committee Approving amendment to the Employee Handbook Section 5.19 -- Tuition Reimbursement.

12-0219 Resolution of the Human Resources Committee Approving amendment to the Employee Handbook Section 8.08 - General Leaves of Absence.

12-0219 Resolution of the Human Resources Committee Approving amendment to the Employee Handbook Section 4.01 - Employment Categories.

16-1207 Resolution of the Plan Commission Approving Final Plat for the 1st Addition to Royal View Estates

23-0108 Resolution of the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated. Adopted 11-0.

Yes Votes: 11 No Votes: 0 Result: PASS

22-1109

4/11/2023

Motion by Watson, second by Herbst to adopt the Resolution of the Finance Committee Approving contract for professional cleaning services with Hands-on Cleaning, LLC and related budget modification.

Maryanne Groat clarified that the resolution refers to a budget modification, however there is no budget modification because after evaluation of the line items there were sufficient funds found to pay for the new contract.

Yes Votes: 11 No Votes: 0 Result: PASS

22-1109B

4/11/2023

Motion by Rasmussen, second by Lukens to adopt the Resolution of the Finance Committee Approving and Adopting the Budget Modification for 4th of July Fireworks.

Yes Votes: 11 No Votes: 0 Result: PASS

22-1109C

4/11/2023

Motion by Watson, second by Lukens to adopt the Resolution of the Finance Committee Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects -- Corrosion Control Study and Testing.

Yes Votes: 11 No Votes: 0 Result: PASS

22-1109D

4/11/2023

Motion by Herbst, second by Larson to adopt the Resolution of the Finance Committee Approving 2023 Budget Modifications - City Hall Security Improvements.

Gary Gisselman spoke to the historic nature of the lobby and his concern that some of the marble walls, especially on the east side, will be removed. He suggested they be stored in the basement so they can be restored in the future if someone wanted. He felt the lobby with the art deco and grating of the windows up the stairs is something that the city treasured. He questioned what the reason was for the one dissenting vote at committee.

Doug Diny indicated he was the dissenting vote only due to the use of ARPA funds for the project. He did not feel the project passed the test for ARPA fund use. He questioned why CIP Committee had not approved this request years ago and if it is an emergency now, he was not apprised of exactly why.

Carol Lukens felt there was robust discussion at Finance Committee in regard to this and although she also preferred other funds be used rather than ARPA funds, she understood the importance of safety for the city employees as well as the citizens that visit city hall.

Maryanne Groat clarified the project requested ARPA funding, however the Finance Committee directed her to look for alternate funding sources, if possible and use them first. She stated this budget modification resolution is coming from the General Fund, not ARPA.

Lisa Rasmussen stated there are some vulnerabilities that exists in this building and anyone who comes in here knows you have access to the entire building. Times have changed where people need to feel safe in their work environment and having unabated access to the entire building is problem. She acknowledged it was a subject of prior CIP requests, but in the recent past events have taken place in the building that have escalated the sense of urgency to get the project done.

Michael Martens recognized the historical nature of city hall but felt the glass wall proposed will still allow you to feel the expanse and grandeur of the art deco marble lobby and to see the grating on the first floor landing up the stairs. He noted it also includes necessary security upgrades to Municipal Court.

Police Chief Ben Bliven addressed the Council stating the first security study done on this building was 15 years ago in 2008. He felt this work should have been done a decade ago, but the last seven City Council's had decided that the safety of the staff that works here was not a priority. He believed the men and women that work in this building deserve to feel safe and be safe. He commented we can't go a day in this country without seeing a shooting in a building and we need to do this now. He believed it was an emergency and a priority.

Tom Kilian questioned if there was something the Council should be apprised of in terms of specific threats or ongoing risks. The Chief stated there is no specific immediate threat in this building, but he stated he'd hate to see the city Council yet again fail to fund this project and there be a tragedy in this building that will impact this community for decades. He did not feel it was that expensive in the

scope of our budget. Mayor Rosenberg relayed some personal scary incidents that took place in city hall and her office resulting in arrests, as well as a Saturday when 16 individuals had entered the building. *Discussion continued.*

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

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

Suspend the Rules 4/11/2023

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

Yes Votes: 11 No Votes: 0 Result: PASS

95-0817 4/11/2023

Motion by Rasmussen, second by Lukens to adopt the Resolution of the Common Council Approving contract for Regional Hazardous Materials Response Team Services with the State of Wisconsin.

Fire Chief Robert Barteck explained he received a notice in late March that the revisions to the state contract had been made and they needed to be signed and returned by April 17, 2023. He stated it is a long time contract the city has had with the state for providing a Type 2 Regional Response HAZMAT Team, one of six Type 2 teams in the State of Wisconsin. Annually we have currently collected \$81,000 per year to help supplement the cost of the team. He indicated the would be going to Wisconsin Dells at the Joint Finance Listening Session advocating on behalf of the Wisconsin State Fire Chief's for 25% increase in what we are receiving. He noted the contract does not have a dollar amount listed in there yet because the state budget has not been set. By signing the contract in good faith we will receive at least what we have gotten in the past and hopefully more.

Yes Votes: 11 No Votes: 0 Result: PASS

23-0404 4/11/2023

Motion by Rasmussen, second by Henke to adopt the Resolution of the Common Council Approving agreement for settlement of lawsuit -- James Kurth and Lynn Kurth, Marathon County Case No. 20-SC-513.

Attorney Anne Jacobson indicated she included an opportunity to go into Closed Session on the agenda if they so choose, however, she included the resolution in the packet with all the facts. She recommended they approve the resolution. *The Council did not convene in Closed Session.*

Yes Votes: 11 No Votes: 0 Result: PASS

Public Comment or Suggestions

None.

Adjourn 4/11/2023

Motion by Henke, second by Watson to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 8:12 pm.

Katie Rosenberg, Mayor
Kaitlyn Bernarde, City Clerk

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

**RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET
MAINTENANCE COMMITTEE**

Preliminary Resolution Levying Special Assessments for 2023 Alley Paving Project

Committee Action: **Approved 4-0**

Fiscal Impact: None at this time. Construction would take place in 2023 and the special assessments would be levied when the project is substantially completed.

File Number: 23-0405

Date Introduced: April 25, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

BE IT RESOLVED by the Common Council of the City of Wausau as follows:

1. The Common Council hereby declares its intention to exercise its police power under Section 66.0701 of the Wisconsin Statutes and Section 3.24.020 of the Wausau Municipal Code to levy special assessments for special benefits conferred upon abutting properties by improvement of:

Alley bounded by Hamilton Street, Adams Street, North 8th Street and North 9th Street

2. The public improvement shall include bituminous concrete paving.
3. The total amount assessed against the properties in the defined assessment district shall not exceed the total cost of the City's share of the improvements. The City Council determines that the improvements constitute an exercise of the police power and that the assessment against each parcel shall be upon a reasonable basis.

4. Unless other installment plans are determined at the hereinafter stated public hearing, the assessment against any parcel shall be paid as follows:

Assessments under \$300: If payment is not made prior to November 1, 2023, the special assessment will be placed on the 2023 real estate tax bill and be due in full on or before January 31, 2024. There is no interest charged when paid in full. Assessments totaling less than \$300 must be paid in full and do not qualify for the five-year payment schedule.

Assessments totaling \$300 but less than \$20,000: If full payment is not made prior to November 1, 2023, assessments totaling \$300 but less than \$20,000 will automatically be placed on the five-year payment schedule on the 2023 real estate tax bill. Property owners may then pay their special assessment under either of two options:

- A. Payment in full without interest with the 2023 real estate taxes **OR**
- B. Payment of the first one-fifth of the assessment with the 2023 real estate taxes without interest. The remaining balance is paid in equal installments on the next four real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% beginning February 1, 2024, on the unpaid balance. (The 2022 rate was 4.8507%.) The remaining balance may be paid at any time with interest calculated through the month of payment.

Assessments over \$20,000: If payment is not made prior to November 1, 2023, assessments totaling \$20,000 or more will automatically be placed on the ten-year payment schedule on the 2023 real estate tax bill. Property owners may then pay their special assessment under either of two options:

- A. Payment in full without interest with the 2023 real estate taxes **OR**
- B. Payment of the first one-tenth of the assessment with the 2023 real estate taxes without interest. The remaining balance is paid in equal installments on the next nine real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% beginning February 1, 2024, on the unpaid balance. (The 2022 rate was 4.8507%.) The remaining balance may be paid at any time with interest calculated through the month of payment.

Real estate taxes may be paid in full or in three installments (January 31, April 30, July 31), however, the special assessments must be paid on or before January 31, 2024. No payments can be applied to real estate taxes if the special assessments are not paid. Section 74.12(11)(a), Wisconsin Statutes, specifically states if a treasurer receives a payment from a taxpayer which is not sufficient to pay all general property taxes, special assessments and special taxes due, the treasurer shall apply the payment to the amounts due, including interest and penalties, in the following order: (1) personal property taxes; (2) delinquent utility charges; (3) special charges; (4) special assessments; (5) special taxes; (6) real property taxes.

5. The Engineering Department shall prepare a report which shall consist of the preliminary plans for the proposed work, an estimate of the cost of the work, a schedule of the proposed assessments for each parcel; a copy of the report shall be filed with the City Clerk for public inspection. In accordance with Section 66.0703(7)(a), Wisconsin Statutes, notice shall be given of a public hearing on the project; the hearing shall be held by the Board of Public Works in the Council Chambers of City Hall and will be scheduled early in 2023.
6. The installation of said improvements shall be accomplished according to the provisions of Title 12 and Chapter 3.24 of the Wausau Municipal Code, where applicable.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: April 13, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Eric Lindman, Allen Wesolowski, Tara Alfonso, Jill Kurtzhals, Dustin Kraege, Chad Abbiehl, Lori Wunsch

Discussion and possible action on preliminary resolution for 2023 Alley Paving Projects

Wesolowski indicated a petition was received to pave an alley. Staff recommends moving forward with a public hearing. A public hearing would have to be held because special assessments would be levied against the property owners. There is money in the budget for paving one alley. This is the only alley paving request received this year.

Robert Baumann, 817 Hamilton Street, appeared. There is dead vegetation and weeds on both sides of the alley, and he asked if this would include clearing the vegetation. Wesolowski explained the alley right-of-way would be staked. If the vegetation is within the right-of-way, it would be cleared. If it is on private property, it would not be taken down.

Diny moved to approve the paving project. Seconded by Henke.

Lindman noted this is just to set the public hearing for the project, which would be scheduled in May or June.

There being a motion and a second, motion to approve carried 4-0.

AGENDA ITEM
Discussion and possible action on preliminary resolution for 2023 Alley Paving Projects
BACKGROUND
A petition was received to pave the alley bounded by Hamilton Street, Adams Street, North 8 th Street and North 9 th Street. Approval would allow a resolution to move ahead to set a public hearing for special assessments. Abutting property owners are assessed the actual cost of the asphalt for the project.
FISCAL IMPACT
None at this time.
STAFF RECOMMENDATION
Staff recommends the preliminary resolution for special assessments be adopted and a public hearing scheduled. The public hearing would be held in May or early June.
Staff contact: Allen Wesolowski 715-261-6762

PETITION

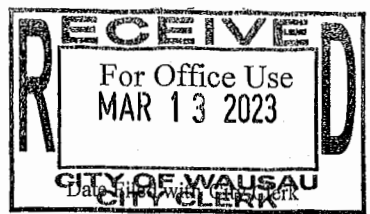
TO THE MAYOR AND COMMON COUNCIL
OF THE CITY OF WAUSAU, WISCONSIN

A Petition For:

- ☐ Alley Vacation ☐ Sanitary Sewer ☐ Storm Sewer
☐ Blacktop Paving ☐ Street Light ☐ Watermain
☐ Curb and Gutter ☐ Street Vacation ☐ Zoning Change

☒ Other as Follows:

Alley paving



The undersigned petitioners respectfully request that your honorable body take such action as will cause the:

alley in the 800 block between Hamilton St and Adams St to be paved

Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
1. <u>Ann Larrabee</u>	Ann Larrabee	817 Hamilton St	24 Feb 2023
2. <u>Michael Lashua</u>	Michael Lashua	821 Hamilton St	3/6/2023
3. <u>Joani Lashua</u>	Joani Lashua	821 Hamilton St	3-6-23
4. <u>Ryan Kellerberger</u>	Ryan Kellerberger	818 Adams St	3-6-23
5. <u>Stephen B Davis</u>	Stephen B Davis	802 Adams St.	3-6-23
6. <u>Megan Delfus</u>	Megan Delfus	815 Hamilton St.	3-6-23
7. <u>Dale Burgess</u>	Dale Burgess	824 Adams St	3-6-23
8. <u>Rod Rueger</u>	Rod Rueger	1116 N. 9th St.	3-10-23
9. <u>Erin Bailey</u>	Erin Bailey	809 Hamilton St.	3-11-23
10. <u>Emmy Ley</u>	Emmy Ley	805 Hamilton St	3-12-23
11.			
12.			
13.			
14.			
15.			

AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN

CITY OF WAUSAU Robert Baumann being duly sworn disposes and says that he is a resident of the affected area, residing at 817 Hamilton St in the City of Wausau; that he is personally acquainted with the persons who have signed the foregoing petition; that he knows them to be residents of the affected area; that they signed the same with full knowledge of the contents thereof; that their respective residents are stated therein; that each signer signed the same on the date stated opposite his name; and that he intends to support the petition.

Filed in the Office of the City Clerk and sworn to before me this 13 day of March, 2023

Kathleen J. Bernade
Signature of City Clerk or designee

Robert Baumann
(Signature of Circulator)
817 Hamilton St.
(Address of Circulator)

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Designating the Month of May, 2023, as “No Mow May” and suspending enforcement of W.M.C. §6.48.010 Mowing Required and §6.48.040 Penalty from May 1, 2023 through May 31, 2023.

Committee Action: Approved 5-0

Fiscal Impact: Undetermined

File Number: 21-0414

Date Introduced: April 25, 2023

RESOLUTION

WHEREAS, insects, especially bees, serve a significant and critical role as pollinators of plants including agricultural plants; and

WHEREAS, the ideal pollinator-friendly habitat is one comprised of mostly native wildflowers, grasses, vines, shrubs, and trees blooming in succession throughout the growing season; and

WHEREAS, the formative period for establishment of pollinator and other insect species and the many songbirds and other urban wildlife species that depend upon them occurs in late spring and early summer as they emerge from dormancy and require flowering plants as crucial foraging habitat; and,

WHEREAS, “No Mow May” is a community initiative that encourages property owners to limit lawn mowing practices during the month of May to provide early season foraging resources for pollinators that emerge in the spring, especially in urban landscapes when few floral resources are available; and

WHEREAS, the City of Wausau adopted a resolution permitting residents to participate in the “No Mow May” initiative for May, 2021 thereby encouraging interested residents to increase pollinator-friendly habitat by encouraging pollinator-friendly lawn-care practices on their own properties for the month of May during this formative period; and

WHEREAS, the City of Wausau finds that requirement for 2021 participants to formally register and obtain and post signs on their properties indicating their participation in the “No Mow May” initiative was unduly burdensome for local residents; and

WHEREAS, the City of Wausau Municipal Code §6.48.010 Mowing required and §6.48.040 Penalty together require the mowing of all grasses, weed and brush subject to a possible forfeiture of \$98.80.

NOW THEREFORE, BE IT RESOLVED that the City of Wausau suspends enforcement of W.M.C. §6.48.010 Mowing required and §6.48.040 Penalty for the period of May 1, 2023 through May 31, 2023, for those citizens and residents who participate in the “No Mow May” initiative.

BE IT FURTHER RESOLVED that the City of Wausau will not require residents participating in the “No Mow May” initiative to register or post signs at their residences in order to participate; and

BE IT FURTHER RESOLVED that enforcement will resume again after a seven (7) day grace period from May 31, 2023; and

BE IT FURTHER RESOLVED that the “No Mow May” initiative will be evaluated after this third year as a pilot program to determine whether the Common Council desires to implement it in the future on a permanent basis.

Approved:

Katie Rosenberg, Mayor

MINUTES

APRIL 6, 2023

Members Present: John Kroll, Carol Lukens, Jay Coldwell, Ashley Lange, Jesse Kearns, Mary Kluz

Others Present: Brad Lenz, Andrew Lynch, Dustin Krage, Doug Diny, Christine Daniels, Deb Ryan

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

1. Welcome and Introductions

Meeting started at 4:00 pm

2. Public Comment

Deb Ryan: Interested in energy, efficiency, and savings. Suggested LED lights. Redoing windows in City Hall. She has talked to WPS about street lights. Suggested using fewer consultants and contractors that city staff could do.

Dustin Krage: City electricians do replace lights. Conscious of budgets and plan out where and when to change bulbs. Is here to learn more how to design the Public Works fleet facility for energy efficiency and alternative energy.

3. Approve minutes of March 2, 2023 meeting

Motion by Lange. Second by Kearns. Approve the minutes. Passed Unanimously.

4. Updates: Greenhouse Gas Resolution

Lynch recapped the March 14 City Council meeting where the Greenhouse Gas Resolution was adopted. The Council was in broad support of this measure and noted the efficiency gains that could be found and the positive impact on the youth as noted in the public comment. Kroll asked about next steps and Lynch and Lenz discussed having meet with a representative of Focus On Energy as well as the new executive director of the Wisconsin Local Government Climate Coalition with the goal of building a relationship with the local utility provider. Staff is also looking at plans other communities have adopted to determine what would fit Wausau's needs now.

5. Discussion and Possible Action: Good News Project Sustainability Award

Kroll noted the impressive tour the committee did last year of the Good News facility. Christine Daniels, Executive Director of the Good News Project for the past 23 years was on hand to discuss the organization. A main part of their business was electronics recycling that funds the medical equipment loan program. They are planning to add 3 phase electrics and solar arrays to their building. This year is the 40th Anniversary of the organization. Diny noted the previous city effort to do curbside pick up of large items. The GN org does work with the City on large item drop off days. Motion/Second by Lange/Kluz to award Sustainability Award to the Good News Project.

Next steps: the award will go to the City Council for a Mayor's Proclamation on April 25.

6. Discussion and Possible Action: Youth representation on committee

Kroll noted there was a lot of discussion about getting students involved in the committee. There was a lot of positive feedback from the GHG resolution. Kluz asked how youth is defined and is a high school age student below the voting age allowed to sit on the committee. Lenz noted in the committee ordinance language that students were allowed. Lynch voiced concern that another voting member could make it more difficult to get a quorum. Lukens voiced support for several classes or groups that would have a student that could join, she will check into it. Staff will check with the Mayor on the best course to have a youth member. Diny suggested a connection to the scholarship night the schools have to find a student that is interested in the sustainability field. Kearns suggested a term limit of one school year.

7. Discussion and Possible Action: Reauthorizing No Mow May

Draft resolution in the packet to suspend the enforcement of the ordinance regarding length of the grass. References to the Appleton study by del Toro was taken out. Lukens provided a wealth of good science backing up the effort. Kluz feels it is important to help raise awareness about insects. Lange acknowledges that this gives residents a way to help and control over their yard. Lukens suggests in the future the City could adopt different efforts such as bee lawns, Slow Mow Summer, and better management techniques. She acknowledged the need to have an educational component for future efforts. Coldwell noted that bee lawns take little water and could be a good way to save money. Kluz suggested that this resolution is passed as is and the committee works through the next year with the water utility to design a new program.
Motion/Second by Lukens/Kearns to reauthorize No Mow May for 2023. Passed unanimously.

8. Discussion and Possible Action: Earth Day Proclamation

Lynch shared that the Mayor will have an Earth Day Proclamation at the April 25 Council meeting. This has been done in the past and committee was asked if there was anything in particular or new that should be added. The GHG resolution and the Sustainability Award were noted. Staff will work with the Mayor's office to include those points.

9. Next meeting date: May 4 at 5pm

Staff will publish a notice for the Earth Day Tree Planting on April 22.

10. Adjourn

Motion by Coldwell/Second by Kluz. Passed Unanimously. Meeting adjourned at 5:12pm.

CONFIRMATION OF MAYOR'S APPOINTMENTS

to Boards, Commissions and Committees: *Community Development Authority, Historic Preservation Commission, Plan Commission, Police & Fire Commission, Sustainability, Energy, & Environment Commission, Transit Commission, Wausau Arts Commission*

File Number: 23-0403 **Date Introduced:** April 25, 2023

Community Development Authority

David Wells (2) 1134 E Grand Ave Term Exp 4/30/2026 715-355-0100
*Re-Appointment

Historic Preservation Commission

Re-Appointments:

Mary Forer (7) 1115 Dunbar St Term Exp 4/30/2026 715-842-5750
Kevin Crooks (7) 923 Fulton St Term Exp 4/30/2026 715-842-5725
Linda Tryczak (7) 807 S 9th Ave Term Exp 4/30/2026 715-848-2686
Dave Oberbeck (7) 110 S 36th Ave Term Exp 4/30/2026 715-843-5639
Christine Martens (2) 1228 Arthur St Term Exp 4/30/2026 715-212-9922
Steve Miller (2) 4006 Briarwood Ave Term Exp 4/30/2026 715-675-5827

Plan Commission

Re-Appointments:

Bruce Bohlken (4) 409 Ross Ave Term Exp 4/30/2026 715-551-8659
George Bornemann (2) 706 Spring St Term Exp 4/30/2026 715-216-3467

Police & Fire Commission

Cheryl Bahr (6) 514 McIndoe St Term Exp 4/30/2028 715-842-2954
*Re-Appointment

Sustainability, Energy, and Environment Commission

Jesse Kearns (1) 712 N 13th St Term Exp 4/30/26 715-212-7680
*Re-Appointment

Transit Commission

Kyle Turner (1) 102 Strowbridge St Term Exp 4/30/26 979-402-1776
*Re-Appointment

Wausau Arts Commission

Sean Wright (2) *Re-Appointment	911 McIndoe St	Term Exp 4/30/26	715-675-8706
Shannon Pueschner (1) *New Appointment	700 N 12th St	Term Exp 4/30/26	715-571-7439

- (N) Individual is filling the unexpired term of a former member
- (1) Individual is in their own 1st full term
- (#) Designates the term number appointed to

Approved:

Katie Rosenberg, Mayor



MEMORANDUM

DATE: April 21, 2023
TO: Mary Goede, Deputy City Clerk
FROM: Katie Rosenberg
RE: Appointments to various Boards, Committees, and Commissions

Please place the following appointments on the city council agenda for Tuesday, April 25, 2023:

COMMUNITY DEVELOPMENT AUTHORITY

David Welles (Re-appointment – 2)
1134 E Grand Ave
Rothschild WI 54476
715-355-0100
dvelles@charter.net
Term ends 4/30/2026

HISTORIC PRESERVATION COMMISSION

Mary Forer (Re-appointment – 7)
1115 Dunbar St
Wausau, WI 54403
715-842-5750
Term ends 4/30/2026

Dave Oberbeck (Re-appointment – 7)
110 S 36th Ave
Wausau WI 54401
715-843-5639
Term ends 4/30/2026

Kevin Crooks (Re-appointment – 7)
923 Fulton St
Wausau WI 54403
715-842-5725
kcrooks@crooks-law.com
Term ends 4/30/2026

Christine Martens (Re-appointment – 2)
1228 Arthur St
Wausau WI 54403
715-212-9922
Term ends 4/30/2026

Linda Tryczak (Re-appointment – 7)
807 S 9th Ave
Wausau WI 54401
715-848-2686
Crafts56@yahoo.com
Term ends 4/30/2026

Steve Miller (Re-appointment – 2)
4006 Briarwood Ave
Wausau WI 54401
715-675-5827
stevemiller4006@gmail.com
Term ends 4/30/2026



PLAN COMMISSION

Bruce Bohlken (Re-appointment – 4)
409 Ross Ave
Wausau, WI 54403
715-551-8659
babohlken@gmail.com
Term ends 4/30/2026

George Bornemann (Re-appointment – 2)
706 Spring St
Wausau WI 54403
715-216-3467
ajbrueggeman@gmail.com
Term ends 4/30/2026

POLICE AND FIRE COMMISSION

Cheryl Bahr (Re-appointment – 6)
514 McIndoe St
Wausau, WI 54403
715-842-2954
cmbahr@wausaucoated.com
Term ends 4/30/2028

SUSTAINABILITY, ENERGY, AND ENVIRONMENT COMMISSION

Jesse Kearns (Re-appointment-1)
712 N 13th St
Wausau, WI 54403
715-212-7680
jesse.kearns@ci.wausau.wi.us
Term expires: 4/30/2026

TRANSIT COMMISSION

Kyle Turner (Re-appointment –1)
102 E Strowbridge St
Wausau, WI 54401
979-402-1776
kyleturner91@icloud.com
Term ends 4/30/2026

WAUSAU ARTS COMMISSION

Sean Wright (Re-appointment – 3)
911 McIndoe St
Wausau, WI 54403
715-675-8706
swright@grandtheater.org
Term ends 4/30/2026

Shannon Pueschner (New Appointment – 1)
700 N 12th St
Wausau WI 54403
715-571-7439
s.pueschner@gmail.com
Term ends 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, 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 *

Shannon

Last Name *

Pueschner

Address *

Street Address

700 N 12th Street

Address Line 2

City

Wausau

Postal / Zip Code

54401

State / Province / Region

Wisconsin

Country

United States

Phone *

(715)571-7439

Email *

s.pueschner@gmail.com

Years as a Wausau Resident, if applicable *

35

Occupation/Employer, if applicable

Leigh Yawkey Woodson Art Museum

Business Information

Business Name

Woodson Art Museum

Address

Street Address

700 N 12th Street

Address Line 2

City

Wausau

Postal / Zip Code

54401

State / Province / Region

Wisconsin

Country

United States

Boards, Commission and/or Committee Information

Which Boards, Commissions and/or Committees interest you?

Board, Commission and/or Committee

Wausau Arts Commission

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

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

My work as curator of exhibitions at the Woodson Art Museum and as a long-time community member with a passion for the arts in my home town.

What qualifications can you bring to these Committees? *

I am both an artist and a curator with more than 20 years of experience in the arts.

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

Other Community Involvement

References(Please Include 3)

Reference

First Name *

Matt

Last Name *

Foss

Address *

Street Address

700 N 12th Street

Address Line 2

City

Wausau

Postal / Zip Code

54401

State / Province / Region

Wisconsin

Country

United States

Phone *

(715)845-7010

Relationship to You *

director

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

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

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

Authorizing Sale of City-Owned Property at 123 West Thomas Street

Committee Action: CISM: Approved 4-0
Plan: Approved 6-0

Fiscal Impact: None

File Number: 23-0406

Date Introduced: April 25, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau owns the vacant property located at 123 West Thomas Street; and

WHEREAS, the Capital Improvements and Street Maintenance Committee has considered the disposition of the property at 123 West Thomas Street and have recommended that this City-owned real estate be sold; and

WHEREAS, the property was advertised for sale and one bid was received; and

WHEREAS, St. Vincent DePaul submitted a bid in the amount of \$750 to purchase 123 West Thomas Street as their electronic sign is currently located on this narrow strip of land; and

WHEREAS, your Capital Improvements and Street Maintenance Committee and Plan Commission recommend the offer be accepted; now therefore

BE IT RESOLVED the Common Council of the City of Wausau does hereby accept the offer from St. Vincent DePaul to purchase the parcel at 123 West Thomas Street for \$750.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: October 13, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Lori Wunsch

Discussion and possible action on sale of 123 West Thomas Street

This came to a previous meeting labeled as 1300 Cleveland Avenue. Subsequently it was determined that this piece had its own address of 123 West Thomas Street. Rasmussen asked if this is where the sign is for St Vincent De Paul and Lindman confirmed. St Vincent De Paul approached the City to see if it would be willing to sell this piece.

Rasmussen moved to approve. Seconded by Henke.

Diny asked about the zoning and if zoned differently than St Vincent De Paul, would the zoning transfer. Lindman did not know how this parcel is zoned. Nothing regarding the zoning would change. Larson said if there are no objections it would be advertised for bid. The parcel would not automatically go to St Vincent. Lindman would notify the departments to see if there is interest in the parcel. If no interest, staff would move ahead with the sale through the bidding process. Bids would be opened by the Board of Public Works. Rasmussen asked if this is the same process followed when disposing of remnants and Lindman confirmed.

There being a motion and a second, motion to approve carried unanimously 4-0.

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: April 13, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Eric Lindman, Allen Wesolowski, Tara Alfonso, Jill Kurtzhals, Dustin Kraege, Chad Abbiehl, Lori Wunsch

Discussion and possible action on sale of 123 West Thomas Street

Lindman explained this item is going through the process in accordance with the ordinance for the sale of city-owned property. It went to Plan Commission, is back before CISM, and then would go to Council. The bid amount received is \$750, which was the only bid received.

Henke moved to approve. Diny seconded and the motion carried 4-0.

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, March 21, 2023, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

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

Others Present: Brad Lenz, Andrew Lynch, Tara Alfonso, Brian Stahl, Lesli Iverson, Juan Antonio Casarrubias

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

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

Discussion and possible action on the sale of 123 West Thomas Street.

Lenz said that this is for a remnant parcel that the city owns. The neighbors to the south have expressed interest in the parcel. The lot is not usable or buildable. Staff recommends approval.

Herbst asked if this property is on the north side of West Thomas Street. Lenz answered that it is on the south side of West Thomas Street.

Brueggeman motioned to approve the sale of 123 West Thomas Street. Herbst seconded, and the motion carried unanimously 6-0.

AGENDA ITEM

Discussion and possible action on the sale of 123 West Thomas Street

BACKGROUND

The above referenced property was previously brought forward to CISM to authorize the advertising bids to sell this property. One bid was received in the amount of \$750, the minimum bid amount set by CISM. I have attached the previous Staff Report from the October 2022 CISM meeting which outlines the process for the sale of City property.

The property was formally advertised twice and brought to BPW for bid opening. Both times there were no bids received. The bid we received arrived after the deadline and was then brought forward to the next BPW to officially and publicly open the bid. The bid was \$750 submitted by St Vincent DePaul.

The current property along Thomas St, 131 W. Thomas St (owned by St Vincent DePaul) has a narrow oblong strip of land owned by the city. The owner of the adjacent property has requested interest in purchasing this property as they currently have their business sign located on this property.

Plan Commission met on March 21, 2023 to consider the sale and recommended approval. The minutes are attached.

FISCAL IMPACT

Revenue of \$750.

STAFF RECOMMENDATION

Staff recommends selling the property at 123 Thomas St for \$750.

Staff contact: Eric Lindman 715-261-6745

AGENDA ITEM

Discussion and possible action on sale of 123 West Thomas Street

BACKGROUND

The current property along Thomas St, 131 W. Thomas St (owned by St Vincent DePaul) has a narrow oblong strip of land owned by the city. The owner of the adjacent property has requested interest in purchasing this property as they currently have their business sign located on this property.

City ordinance shows the following criteria be followed to sell City owned property:

Chapter 3.12, Sale of City-Owned Real Property (not applicable to sale or lease of city-owned land in the business campus or land acquired for redevelopment purposes).

3.12.010 – Any request for the sale of city-owned real property shall be directed to the common council . . . and referred to [CISM] for its recommendations.

3.12.020 – [CISM] shall notify various departments, and request a statement whether those departments object to such sale.

3.12.030 – If no objection is raised,

(a) [CISM] shall then advertise for bids . . . and require any bids to indicate the price and the intended or proposed use of the real estate (with sketch, picture or diagram to accompany bid)

(b) The bids shall be considered by [CISM] and the recommendation of the Plan Commission shall be obtained as to the proposed use and disposition of the property.

(c) [CISM] shall make a recommendation to the Council.

To begin the process to sell this property CISM will need to provide approval to start the sale process and to set a minimum price for the property. Staff recommends setting a minimum price at \$750 and any interested parties will need to bid the minimum to be considered.

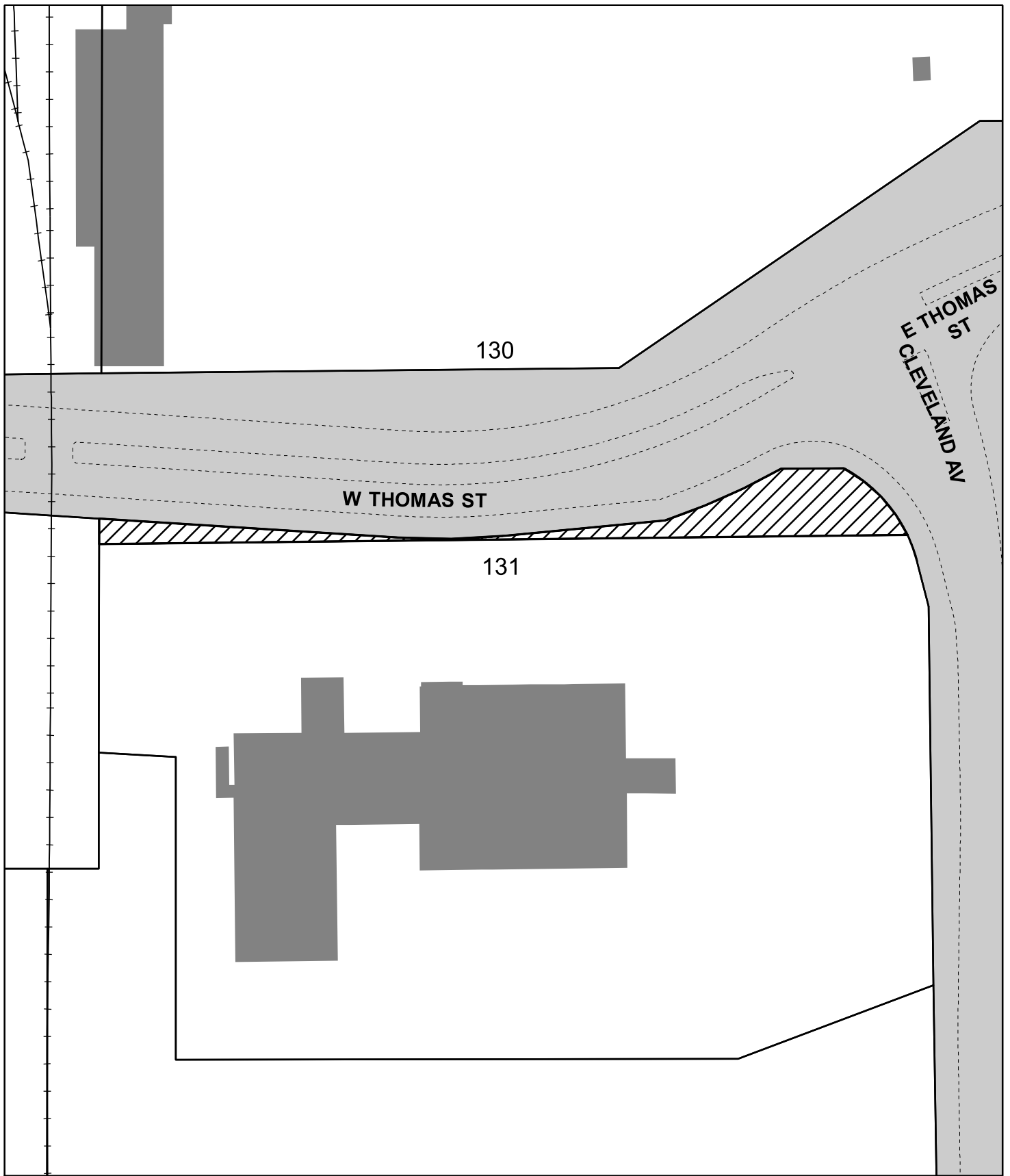
FISCAL IMPACT

Revenue from sale of property.

STAFF RECOMMENDATION

Staff recommends this property be offered to other city departments and if there are no objections have this property advertised for bids.

Staff contact: Eric Lindman 715-261-6745



Map Date: August 26, 2022

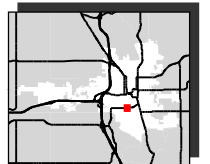
City of Wausau
Marathon County Wisconsin

0 50 100
Feet

Legend

- Parcels
- Right of Way
- Road Edge
- Proposed Disposition

Map Location



Bid to Purchase Property from City of Wausau

I hereby submit the following bid to purchase the surplus City-owned property located at 123 West Thomas Street. The parcel is approximately 6,200 sq. ft. and is not a buildable lot.

A minimum bid price of \$750 is required.

Bid price: \$ 750

Briefly describe your intended use of the property at 123 West Thomas Street: _____

SVP ELECTRONIC SIGN IS LOCATED
ON THIS PARCEL OF LAND

Name: ST VINCENT de PAUL (KEN TOKARZ)

Mailing Address: 131 WEST THOMAS ST.
WAUSAU WI 54401

Telephone: KEN'S CELL 715-571-3675 Date: 2/10/23

Signature of bidder: Ken Tokarz VP

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

Sealed bids shall be submitted by 4:30 p.m. on December 6, 2022, to the City Engineering Department at Wausau City Hall, 407 Grant Street, Wausau, WI 54403.

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

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

Amending Section 10.20.080(a) designating no parking on north side of Sherman Street between S. 3rd Avenue and S. 8th Avenue

Committee Action: Approved 4-0

Ordinance Number:

Fiscal Impact: Minimal cost to install signs

File Number: 23-0407

Date Introduced: April 25, 2023

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

Add ()

Section 1. That Section 10.20.080(a) of the Wausau Municipal Code is hereby amended as follows:

(a) There shall be no parking in the following locations:

...

Sherman Street

- North side of the street between S. 3rd Avenue and S. 8th Avenue

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

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

Adopted:

Approved:

Approved:

Published:

Attest:

Katie Rosenberg, Mayor

Attest:

Kaitlyn A. Bernarde, City Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: April 13, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Eric Lindman, Allen Wesolowski, Tara Alfonso, Jill Kurtzhals, Dustin Kraege, Chad Abbiehl, Lori Wunsch

Discussion and possible action on parking restrictions on Sherman Street from 3rd Avenue to 17th Avenue

Gisselman noted the email from Alder Larson that was included in the packet. Wesolowski did hear from Butch Gabrielski, whose mother lives at 1417 Sherman Street, which is on the west end of Sherman Street. They want to keep the option to park on the street. They felt taking away parking would increase speeding and once in a while they utilize street parking.

Mary Hulke, 1010 Sherman Street, lives on the north side of the street between 10th and 11th Avenues. She indicated she is not in favor and would like to understand the problem this is trying to solve. She has the same concerns just noted. Her house is close to Sherman Street. Traffic is insane and no one obeys the speed limit. She is concerned for herself and friends that visit. She noted a neighbor is disabled and has to use a van with a lift. She would be concerned for her safety if parking is restricted. She is very aware of the problem further east on Sherman Street. People park nearly 24 hours a day for many days at a time, do not adhere to overnight parking regulations, and plows have to go around them. She understands restricting parking there but asked why the solution involves no parking all the way to 17th Avenue. There is no problem in her opinion and asked that parking not be restricted.

Gisselman indicated the issue is coming off of 3rd Avenue. The initial discussion was how to treat Sherman Street west of 3rd Avenue with the variety of congestion. That brought forth discussions of no parking on Sherman Street and to what extent.

Hulke understands the signs further west on the north side of Sherman Street to 8th Avenue are not in ordinance. She glanced at the meeting packet and found the suggestion of restricting parking on the north side except during the fair. She has lived in this house since 1976. Her personal experience is that parking restrictions are needed during the fair. With parking on both sides of the road there is barely enough room for anyone to drive. When she had a smaller vehicle, she could not see traffic coming in any direction.

Rasmussen indicated that most of the opposition is west of 8th Avenue. She feels it makes sense to codify the no parking that is already posted between 3rd Avenue and 8th Avenue and leave everything west of 8th Avenue alone. This did come at the request of the Alder, but there are now two homeowners who are opposed. She believes we should stick with what we already have posted and not go any further unless there is evidence to show there is more of a problem.

Gisselman asked if this would have to be brought back with it agendized differently. Alfonso feels any parking restrictions can be discussed and action can take place on any parking restrictions.

Rasmussen moved to adopt no parking on the north side of Sherman Street between 3rd Avenue and 8th Avenue. Henke seconded.

Diny asked if staff has looked at this and if there is any recommendation. He does not want to take closing of parking too lightly. He believes the trend should be to maintain as much parking as we can. Wesolowski drove the area and did not see any issues with leaving parking between 8th and 17th Avenues. It was lightly parked the times he drove the area.

Henke noted that the existing signs should be replaced. Wesolowski agreed. If approved, the signs would be replaced and would be more uniformly spaced.

There being a motion and a second, motion to adopt no parking on the north side of Sherman Street between 3rd Avenue and 8th Avenue carried 4-0.

AGENDA ITEM
Discussion and possible action on parking restrictions on Sherman Street from 3 rd Avenue to 17 th Avenue
BACKGROUND
<p>At the March CISM meeting, parking restrictions on the south side of Sherman Street between 3rd Avenue and 4th Avenue were discussed. During the review of the area, engineering discovered that the north side of Sherman Street between 3rd Avenue and 8th Avenue is currently posted as ‘No Parking’, however, this is not in the municipal code.</p> <p>An email from District 10 Alderman is attached.</p>
FISCAL IMPACT
Minimal, installation of signs.
STAFF RECOMMENDATION
None.
Staff contact: Allen Wesolowski 715-261-6762

Lori Wunsch

From: Lou Larson
Sent: Monday, March 27, 2023 9:58 AM
To: Eric Lindman
Subject: Sherman Street Parking

Eric,
You and I have talked about further cleaning up the parking situation on Sherman street since we're addressing it.

You have stated that there is no parking ordinance in effect for the north side of Sherman street yet there are No Parking signs along the north side of the street from 3rd ave to 8th ave. They are old & barely legible.

Sherman street from 3rd ave to 17th ave is a pretty heavily traveled street & in my opinion not wide enough to safely support parking on both sides of the street.

Here is a couple suggestions to ponder,

1. Since it's already posted no parking from 3rd ave to 8th ave keep it as such. Replace worn signs.
2. Go all the way to 17th ave with no parking with the exemption for when the fair is running.

As Alder for most of this area and as a citizen who has used this stretch of street for 22 years I can honestly say that there would be little or no impact to extend no parking to 17th ave. No one parks on the North side of the street anyway.

Respectfully,

Lou Larson
City of Wausau
District 10 Alderman
P 715-574-7099

**JOINT RESOLUTION OF THE PLAN COMMISSION,
ECONOMIC DEVELOPMENT AND FINANCE COMMITTEES**

Approving the Project Plan Amendment #5 Tax Incremental Financing District Number 3, City of Wausau (TID # 3)

Committee Action: Plan Comm: Approved 6-0
ED Comm: Approved 4-1
Finance: Approved 5-0

Fiscal Impact: The project plan will add project costs

File Number: 94-0907

Date Introduced: April 25, 2023

FISCAL IMPACT SUMMARY

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

WHEREAS, the City of Wausau has followed a policy of promoting business, community amenities, and development activities and improving infrastructure within the city; and

WHEREAS, the city's economic development strategy focuses on the attraction, retention and sustainability of business, community amenities, and development activities and improving infrastructure to increase the property tax base and add new jobs; and

WHEREAS, Tax Increment District Number Three was created by the city in 1994 as a revitalization effort for the central business district and riverfront; and

WHEREAS, the city now desires to amend the project plan of the district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the Tax Increment Law); and

WHEREAS, this amendment does not modify the district boundaries; and

WHEREAS, this amendment will modify the categories, locations or costs of the projects to be undertaken; and

WHEREAS, such amendment will allow for the district to incur project costs outside of, but within the one half-mile of the radius of the district as permitted under Wisconsin Statutes; and

WHEREAS, an amended project plan for the district has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the district, or to the extent provided in Wisconsin Statutes Section 66.1105(2)(f)1.n., outside of the district;

- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing proposed improvements and uses in the district;
- f. Proposed changes of zoning ordinances, master plan, map, building codes and city ordinances;
- g. A list of estimated non-project costs;
- h. A statement of the proposed plan for relocation of any persons to be displaced;
- i. A statement indicating how the amendment of the district promotes the orderly development of the city;
- j. An opinion of the City Attorney or of an attorney retained by the city advising that the plan amendment is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

WHEREAS, prior to publication of the public hearing notice, a copy of said notice was sent to the Superintendent of the Wausau School District, the President of Northcentral Technical College, and the Marathon County Administrator; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on April 18, 2023, held a public hearing concerning the proposed amendment to the project plan, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission, adopted the project plan amendment, and recommended to the Common Council that it amend the Project Plan for the district.

WHEREAS, the Finance Committee and the Economic Development Committee of the City of Wausau has recommended, and determined that the Wisconsin Tax Increment Law provides a desirable and feasible means of locally financing projects within the ½ mile boundaries of TID #3; and

WHEREAS, the Finance Committee and Economic Development Committee have reviewed the plan and concur with the summary of findings as required by Wisconsin Statute 66.1105(4m)(c) including:

- That development or projects would not occur or would not occur in the manner, at the values, or within the timeframe desired by the city without the plan amendment,
- That the economic benefits of amending the district, as measured by increased employment, business and personal income, and property value, are insufficient to compensate for the cost of the improvements,
- That the benefits of the plan outweigh the anticipated tax increments to be paid by the property owners in the overlying taxing jurisdictions.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, under the powers granted by the authority of the Tax Increment Law adopts the project plan amendment #5 of Tax Increment District Three and makes the following assertions:

1. That the Project Plan Amendment is consistent with the original classification of the district.
2. That improvements of the area are likely to significantly enhance the value of other real property in the district.
3. That the project costs directly serve to promote to eliminate blight and rehabilitate properties of the area which is consistent with the purpose for which the district was created.
4. That the project plan is feasible and in conformity with the City's master plan.
5. That the amended project plan for Tax Incremental District Number Three is adopted and that the plan is feasible and in conformity with the City's community and economic development objectives.

6. That the City estimates that less than 35% of the territory within the district, will be devoted to retail business at the end of the district's maximum expenditure period pursuant to Wisconsin Statutes Section 66.1105(5)(b) and 66.1105(6)(am)1.
7. The amendment does not modify the district boundaries.
8. That the appropriate City officials shall provide the Joint Review Board with the information needed to prepare findings relative to approving the project plan amendment; and
9. That the City Clerk, City Treasurer, and City Assessor shall complete and submit the necessary forms to the Wisconsin Department of Revenue as may be required by that agency to formally approve the Tax Incremental District Number Three project plan amendment #5.

Approved:

Katie Rosenberg Mayor

JOINT FINANCE & ECONOMIC DEVELOPMENT COMMITTEES

Date and Time: Tuesday, April 11, 2023 @ 5:15 pm., Council Chambers

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

ED Members Present: Sarah Watson, Chad Henke, Tom Kilian, Carol Lukens, Lisa Rasmussen

Others Present: Maryanne Groat, Anne Jacobson, Eric Lindman, Matt Barnes, Robert Barteck, Ben Bliven, Randy Fifrick, Gary Gisselman, Katie Rosenberg, Mary Goede

Discussion and possible action regarding Tax Incremental District No. 3 Project Plan Amendment in Order to Add Projects and Project Costs

Maryanne Groat stated TID #3 is a downtown blight district based on the statutes, so we have several groupings of projects to consider. The McClellan Ramp has reached the end of its useful life and given Covid and the raising of the mall our parking demands have changed dramatically. This proposal includes the demolition of the ramp replaced by surface parking and restoration work, as well as some parking expansion to support the riverfront activity and Athletic Park. She stated the relocation of the water utility has freed up some space to use for parking, at least on the short term.

Groat stated there is \$2.2 million budgeted for land acquisition and there are two prime sites of interest. One is the property north of Great Lakes Cheese for redevelopment purposes and for River Edge Trail expansion. It will give us an opportunity to move the River Edge further north and connect to Gilbert Park. The other is the MBX property on the west side where we have been trying to get access for the River Edge Trail expansion for a number of years.

Groat stated street improvements include Fulton Street from N 1st to N 7th Street, and 1st Street/River Drive from McIndoe Street - 300 feet north of Fulton Street. She indicated there were plans for site remediation of Dive Point, Wausau Chemical, Water Plant and MBX, as well as \$600,000 for development incentives.

Groat noted the plan specifies project costs in both in the district and the half mile radius. There is a cashflow which does not include any growth in increment and shows we are able to fund these projects and still close the district with a profit.

Doug Diny questioned the net impact, if any, on the 12% TID cap. Groat explained this did not impact the 12% cap, it is adding project costs and projects so the cap not applicable.

Finance Committee vote

Motion by Martens, second by Watson to approve the Project Plan Amendment for TID #3. Motion carried 5-0.

Tom Kilian questioned if the cap will be relevant for the TID #12 amendment regarding the subtraction of properties. Groat stated the cap is not applicable when doing a subtraction. She indicated we are currently at 13.38% and what the actual rate will be once the subtraction takes place we don't know at this time. She explained once we do this change and turn in all the compliance reports to the state, they will evaluate them and after the equalized value and ratio are calculated in August, we will know our percentage. She reiterated this subtraction will comply with state law.

ED Committee vote

Motion by Henke, second by Rasmussen to approve the Project Plan Amendment for TID #3. Motion carried 4-1. (Kilian was the dissenting vote.)

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, April 18, 2023, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

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

Others Present: Brad Lenz, Andrew Lynch, Tara Alfonso, Maryanne Groat

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

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

PUBLIC HEARING: regarding Tax Incremental District No. 3 Project Plan Amendment in Order to Add Projects and Project Costs.

Groat said that the State of Wisconsin has rules dictating creating and amending Tax Incremental Districts. The Finance Committee and Economic Development Committee have reviewed the proposals. The Joint Review Board met for their initial meeting. The proposal is to amend Tax Incremental Districts #3, #8 and #12. Projects and costs will be added to Districts #3 and #8 and properties will be removed and added to District #12 to improve the mall property.

Tax Incremental District #3 is located downtown and on the riverfront. The proposed improvements are located in the district and a ½ mile around the district. The main projects are for continued development of the riverfront and River Edge Trail. It would include property acquisitions for MBX and some of County Materials. This will help fill in major gaps and will be great for the community and tourism. Remediation work will be done to the Wausau Chemical site. The Dive Point Scuba site will be demolished. This district is nearing the retirement date in 2031 and has been a constant state of deficit but will remain the black and close with a profit. This is very important and strategic for the city.

Tax Incremental District #8 is located on the west side of the river to 17th Avenue. There is property redeveloping in the area and the street needs to be reconstructed. The costs will be allocated for 17th Avenue, the Washington Street siphon project and 8th Avenue reconstruction. Some of the projects are in the ½ mile buffer area.

Groat said that 29 parcels will be removed from Tax Incremental District #12 on the north and south side of the district and 7 properties will be added for the mall. A new street grid is proposed for the mall redevelopment and there are developer incentives. The development agreement with T-Wall is contingent on the amendment. This is a relatively new district and hasn't seen much growth. There are not many concerns. The borrowed amount is a fixed rate and if the rate decreases, it can be refinanced. Inflation is not considered in the properties. Growth is expected in the area to help the district. The city manages the Tax Incremental District deficits. Districts #6 and #7 will be closing soon and will help to manage the deficits.

Mayor Rosenberg opened the public hearing.

Mayor Rosenberg closed the public hearing.

PUBLIC HEARING: regarding Tax Incremental District No. 8 Project Plan Amendment in Order to Add Projects and Project Costs

Mayor Rosenberg opened the public hearing.

Mayor Rosenberg closed the public hearing.

PUBLIC HEARING: regarding Tax Incremental District No. 12 Project Plan Boundary Amendment in Order to Subtract Territory and Add Projects and Project Costs

Mayor Rosenberg opened the public hearing.

Mayor Rosenberg closed the public hearing.

Consideration of “Resolution Approving the Project Plan Amendment #5 for Tax Increment District No. 3, City of Wausau Wisconsin”

Bohlken motioned to approve the “Resolution Approving the Project Plan Amendment #5 for Tax Increment District No. 3, City of Wausau, Wisconsin”. Herbst seconded.

Bornemann questioned the role of the commission for the amendments. Lenz said that the Plan Commission needs to hold the public hearings and send a recommendation to the council. The commission should consider whether the projects jibe with strategic redevelopment of the city, and adopted plans including the Comprehensive Plan.

The motion carried unanimously 6-0.

Consideration of “Resolution Approving the Project Plan Amendment #3 for Tax Increment District No. 8, City of Wausau Wisconsin”

Bornemann motioned to approve the “Resolution Approving the Project Plan Amendment #3 for Tax Increment District No. 8, City of Wausau, Wisconsin”. Herbst seconded, and the motion carried unanimously 6-0.

Consideration of “Resolution Approving the Project Plan Amendment #2 for Tax Increment District No. 12, City of Wausau Wisconsin”

Bornemann motioned to approve the “Resolution Approving the Project Plan Amendment #2 for Tax Increment District No. 12, City of Wausau, Wisconsin”. Bohlken seconded, and the motion carried unanimously.

CITY OF WAUSAU TAX INCREMENT DISTRICT THREE PROJECT PLAN AMENDMENT #5

Economic Development Committee: April 11, 2023

Finance Committee: April 11, 2023

Joint Review Board - Initial Meeting: April 18, 2023

Plan Commission: April 18, 2023

Common Council: April 25, 2023

Joint Review Board: April 27, 2023

PLAN DRAFT DATE:

4/20/2023

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TYPE AND GENERAL DESCRIPTION OF THE DISTRICT

This document is the FIFTH amendment to the ***Tax Incremental Finance District No. 3 Project Plan***. Tax Increment District No. 3 is an existing blight district, which was approved by the Wausau Common Council on September 1, 1994.

Major components of the existing modified plan include:

- Riverfront redevelopment and renewal
- Residential blight elimination
- Parking improvements
- Commercial development and redevelopment
- Public infrastructure improvements

The district boundaries have been amended in 2000, 2007 and in 2020.

The district projects were amended in 2000, 2007 and 2013.

The district received special legislation in 2013 within Wisconsin Act 32 which enabled the district to undergo five territory amendments and extended the maximum life and expenditure period by ten years.

AMENDMENT 5 PURPOSE AND SUMMARY

This amendment furthers the original goals of the district by supporting additional riverfront redevelopment, environmental remediation riverfront industrial sites, extending the river Edge trail, supporting downtown parking capital improvements, reconstruction of downtown streets. The plan amendment adds project costs within the district and the ½ mile radius including:

- Demolition of the McClellan Parking Ramp and related parking lot construction.
- Parking lot expansion and improvements to support riverfront activity and Athletic Park
- Land acquisition to the north of city-owned property formerly Great Lakes Cheese and MBX property on the west side of the river
- Street reconstruction Fulton Street from N 1st Street to N 7th Street
- Street construction 1st Street/River Drive from McIndoe Street – 300' N of Fulton Street
- River Edge Trail development MBX – North, Graphic Packaging and MBX – South and North to Gilbert Park
- Site remediation, demolition of Dive Point, Wausau Chemical, Water Plant and MBX
- Developer incentives

EXPECTED TERMINATION

Based upon current law, Tax Increment District Three expenditure period ends in 2027 with the termination required in 2031.

SUMMARY OF FINDINGS

As required by s.66.1105 Wisconsin Stats., and as documented in the original project plan along with this amendment and the related attachments contained and referenced herein, the following findings are made:

1. **That the “but for” amendment of the Project Plan, the development projected to occur as detailed in the Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the city.** In making this determination the city has considered the following:
 - The original findings of the Project Plan for TID #3 are all still valid and are hereby referenced and incorporated into this amendment.
 - The projects contemplated by the plan amendment are necessary to fully achieve the goals of the District Project Plan including rehabilitation of the area, riverfront renewal and remediation, creation of new tax base and other economic benefits.
 - Financial support on infrastructure neutralizes cost obstacles and allows the City to continue to commit to renewal efforts.
2. **The economic benefits of amending the district, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the costs of the improvements.** In making this determination, the City considered the following information: As demonstrated in the Economic Feasibility Section of this Project Plan, the total tax increments projected to be collected are sufficient to pay for the proposed Project Costs. On this basis alone, the finding is supported.
3. **The benefits for the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.** The project costs of the district relate to promoting development and redevelopment in the district. Redevelopment brings more tax base and economic activity which will support and grow existing and new businesses.
4. **The improvements made within the district are likely to significantly enhance all other real property values.** Redevelopment of property and elimination of blight improves the marketability and demand for surrounding properties.
5. **The project costs relate directly to the blight objective of the original district.**
6. **The city estimates that less than 35% of the territory within the district, as amended, will be devoted to retail business at the end of the district’s maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b) and 66.1105(6) (am)1.**
7. **The equalized value of taxable property of the amendment area plus the value increment of all existing tax incremental district within the City does not exceed 12% of the total equalized value of taxable property within the City.** This is not applicable as the no boundary amendment is proposed.
8. **The Project Plan for the District, as amended, is feasible, and is in conformity with the Master Plan of the City.**

STATEMENT OF KIND, NUMBER AND LOCATION OF THE PROPOSED PUBLIC WORKS OR IMPROVEMENTS WITHIN THE DISTRICT OR THE ½ MILE RADIUS

A list of improvements contained in the original plan include the following:

1. **STREETS.** The city will construct and or reconstruct certain streets, alleys, access drives, and parking areas. Eligible project costs include, but are not limited to, excavation; removal or placement of fill; construction of road base; asphalt, concrete or brick paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts and catch basins; retaining walls; utility relocation and burying overhead utility lines; conventional or decorative street lighting; enhancement, construction or reconstruction

of median areas; installation or replacement of traffic signals and traffic signs; pavement marking; right-of-way restoration and installation of fences, berms and landscaping.

2. **PROPERTY ACQUISITION FOR DEVELOPMENT AND/OR REDEVELOPMENT.** To promote and facilitate development or redevelopment of both residential and commercial properties and to further the objective of blight elimination, the City may contribute to the acquisition of property within the district and the half-mile radius. The cost of property acquired, and any costs associated with the transaction are eligible costs. Transactional costs include costs such as fee title, easements, appraisals, consultant, and broker fees, closing costs, surveying, and mapping. Following acquisition, other project costs may be incurred to make the project suitable for development/redevelopment. If total project costs incurred by the City to acquire and prepare the site for development/redevelopment exceed the revenues or other consideration received from the sale or lease of the property, the deficit amount shall be considered “real property assembly costs” as defined in State Statutes Section 66.1105(2)(f)1.c., and subject to recovery as an eligible project cost. The city seeks to purchase strategic sites on the river that will allow the city to expand the river edge trail and promote redevelopment.
3. **ENVIRONMENTAL AUDITS AND REMEDIATION.** Any cost incurred by the City related to environmental audits, testing, and remediation is eligible project costs.
4. **DEMOLITION AND SITE WORK.** Development and redevelopment of the area may require site preparation such as demolition, grading, fill, construction of retaining walls and other activities related to modifying property to make it suitable for private sector development or redevelopment. This may include the demolition of the Dive Point building, Wausau Chemical and Water Plant facilities.
5. **ACQUISITION OR RIGHTS-OF-WAY.** The City may need to acquire property to allow for installation of street access, driveways, sidewalks, utilities, stormwater management practices, river edge development or other public infrastructure.
6. **ACQUISITION OF EASEMENTS.** The city may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices, river edge development or other public infrastructure.
7. **WATER, SEWER, AND STORMWATER IMPROVEMENTS** - to allow for development and/or redevelopment to occur the city may need to construct, alter, rebuild, or expand utility infrastructure within the district. Eligible project costs would include but are not limited to the following: distribution and collection mains; manholes clean out and valves; hydrants; service laterals; interceptor sewers; stormwater infiltration, filtration, and detention; and all related appurtenances.
8. **ELECTRICAL SERVICE.** To assure a site is suitable for development or redevelopment, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines.
9. **GAS SERVICE.** To create sites suitable for development or redevelopment, the City may incur costs to provide, relocate or upgrade gas mains and services.
10. **COMMUNICATION INFRASTRUCTURE.** To create sites suitable for development or redevelopment, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to, telephone lines, cable lines and fiber optic cable.
11. **PARKING ENHANCEMENTS AND INFRASTRUCTURE.** The existing plan included the construction, reconstruction, and demolition of existing infrastructure if necessary. Parking infrastructure includes surface parking lots and parking ramps, skywalks and related parking enforcement, metering, and revenue systems. The McClellan Ramp has reached end of life. Parking engineers are recommending that facility be razed in the very near future. Covid and the demolition of the mall have significantly reduced parking demand in the downtown. While the other parking facilities provide an ample supply of parking; convenience is a factor in

visitor, employee, and business parking satisfaction. The costs added to this plan will fund the demolition of the McClellan Ramp, landscaping, expansion of surface parking in the area and other parking costs. In addition, the city expects to provide additional parking amenities in the north riverfront area to support riverfront visitors and Athletic Park fans. Some of these expenses will be within the half-mile radius of the district.

12. **STREETSCAPING AND LANDSCAPING.** The city will provide landscaping and streetscape to improve the aesthetics and attract quality development.
13. **RIVER EDGE TRAIL EXPANSION AND ENHANCEMENTS.** The city may construct bike and pedestrian trails to the areas noted as opportunities allow and improve existing infrastructure as necessary this may include easement acquisition. Several areas are denoted for trail improvements on the map. These areas will connect existing sections to provide longer hiking opportunities. In addition, the proposed land acquisition on the north riverfront will allow for connectivity to Gilbert Park and connect sections of the trail on the westside of the river. These expenditures may occur anywhere along the trail so long as it is within the district boundaries or ½ mile radius.
14. **CASH GRANTS AND DEVELOPMENT INCENTIVES.** The City may enter into development agreements with property owners or developers for the purpose of sharing costs and eliminating financing to encourage the desired kind of improvements, eliminate blight and assure sufficient tax base is generated to recover project costs. No cash grant will be provided until a development agreement is executed with the recipient of the cash grant. Funds may be provided in the form of a cash grant, forgivable loan, direct loan, loan guarantee or “Pay-As-You-Go” financing. Such funds may be provided at terms appropriate to, and as demonstrated to be required by the proposed economic development and or housing project. Specific areas that have redevelopment potential are highlighted on the map in yellow.
15. **PROFESSIONAL SERVICE.** Including but not limited to engineering, architectural, planning studies, legal services, financial and accounting services, and costs of informing the public with respect to plan amendment and plan implementation.
16. **FINANCE COSTS –** Interest, financing and debt issuance costs, financial advisor fees are included as project costs.
17. **ADMINISTRATIVE COSTS.** These include but are not limited to a portion of the staff salaries associated with managing the project plan through implementation and termination. Accounting and legal fees associated with the management of the plan. Engineering, surveying, inspection, planning, community development, financial and legal are a sample of staff activities involved in managing these plans.

The plan is neither meant to be a budget nor an appropriation or commitment of funds for specific projects within the TID amendment area. The plan does provide a framework for managing project expenditures and generating the revenue needed to balance those expenditures. All costs included in the plan are estimates based upon the best information currently available. The city retains its ability to implement only those projects that remain viable and affordable as the plan period proceeds.

Project costs are any expenditure made, estimated to be made of monetary obligations incurred or estimated to be incurred by the City as outlined in this plan, other plan amendments or the original Project Plan. Costs identified are preliminary estimates made prior to design considerations and are subject to change after planning is completed. Project costs will be diminished by any income including special assessment, grants, donations, or other revenues.

LIST OF ESTIMATED NON-PROJECT COSTS

There are no anticipated “non-project costs” associated with this amendment to Tax Incremental District Number Three.

PROPOSED CHANGES IN ZONING ORDINANCES

The city does not anticipate the need to change any of its zoning ordinances in conjunction with the implementation of this project plan amendment.

PROPOSED CHANGES TO THE MASTER PLAN, BUILDING CODES, AND CITY ORDINANCES

It is expected that this plan will be complementary to the City's Master Plan. The projects proposed will comply with the recently completed comprehensive update of building codes and related ordinances.

EXISTING USES AND CONDITIONS

A map depicting the existing uses and conditions of property within the district was included in the original plan and boundary amendments. Since the scope of this amendment is limited to incurring project costs no map changes are necessary. North riverfront properties are currently zoned medium industrial and urban mixed-use. These parcels may be re-zoned to be compatible as redevelopment occurs.

RELOCATION

It is not anticipated there will be a need to relocate persons or businesses in conjunction with the plan amendment. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable Wisconsin Statutes Section chapter 32.

ORDERLY DEVELOPMENT OF THE CITY OF WAUSAU

This amendment contributes to the orderly development of the city by providing opportunity for continued growth in tax base, job opportunities and general positive economic development.

EQUALIZED VALUE TEST

This amendment adds project costs without boundary changes and as such the 12% equalized value test is not applicable. The current valuation test is provided as additional information only.

TID No.	Base Year	2022 TID Current Value	2022 TID Value Increment	2022 Total Muni Equalized Value	12% Test
003	1994	173,650,900	130,832,200		
006	2005	234,477,800	153,898,500		
007	2006	101,000,700	71,559,100		
008	2012	73,516,800	32,173,600		
009	2012	2,133,900	901,500		
010	2013	63,913,000	18,200,000		
011	2017	70,568,700	69,182,300		
012	2017	28,057,700	15,616,400		
Total		747,319,500	492,363,600	3,680,737,900	13.38

ESTIMATE OF ADDITIONAL PROPERTY TO BE DEVOTED TO RETAIL BUSINESS

The city estimates that less than 35% of the territory within the district, as amended, will be devoted to retail business at the end of the district's maximum expenditure period. This finding is made to fulfill the reporting requirement as contained in Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)(1).

ECONOMIC FEASIBILITY STUDY

The cash flow projection presents projected sources and uses of funds for the district. Uses of Funds includes existing and projected debt service, contractual development agreements and estimated public work improvements and project costs proposed within this amendment. Sources of Funds includes existing increment, anticipated new increment and any other revenue sources such as interest income and developer loan repayments. The City continually refines and updates projections to reflect current economic conditions and ensure the continued financial viability of the district. The actual cash flow will change. The cash flow supports the financial viability of the proposed amendment.

AVAILABLE FINANCING METHODS

- It is expected that the projects will be funded by general obligation promissory notes.

PROJECT COSTS LOCATED WITHIN 1/2 MILE OF THE DISTRICT BOUNDARIES

Pursuant to Wisconsin Statutes Section 66.1105(2)(f)1. n, the city may undertake projects within territory located within one-half mile of the boundary of the district provided that: 1) the project area is located within the City's corporate boundaries and 2) the projects are approved by the Joint Review Board. The detailed list of project costs outlined in the next section identifies those that are located within the one-half mile of the district boundaries and are considered eligible project costs.

DETAILED LIST OF PROJECT COSTS

The various project costs include engineering and other related professional services.

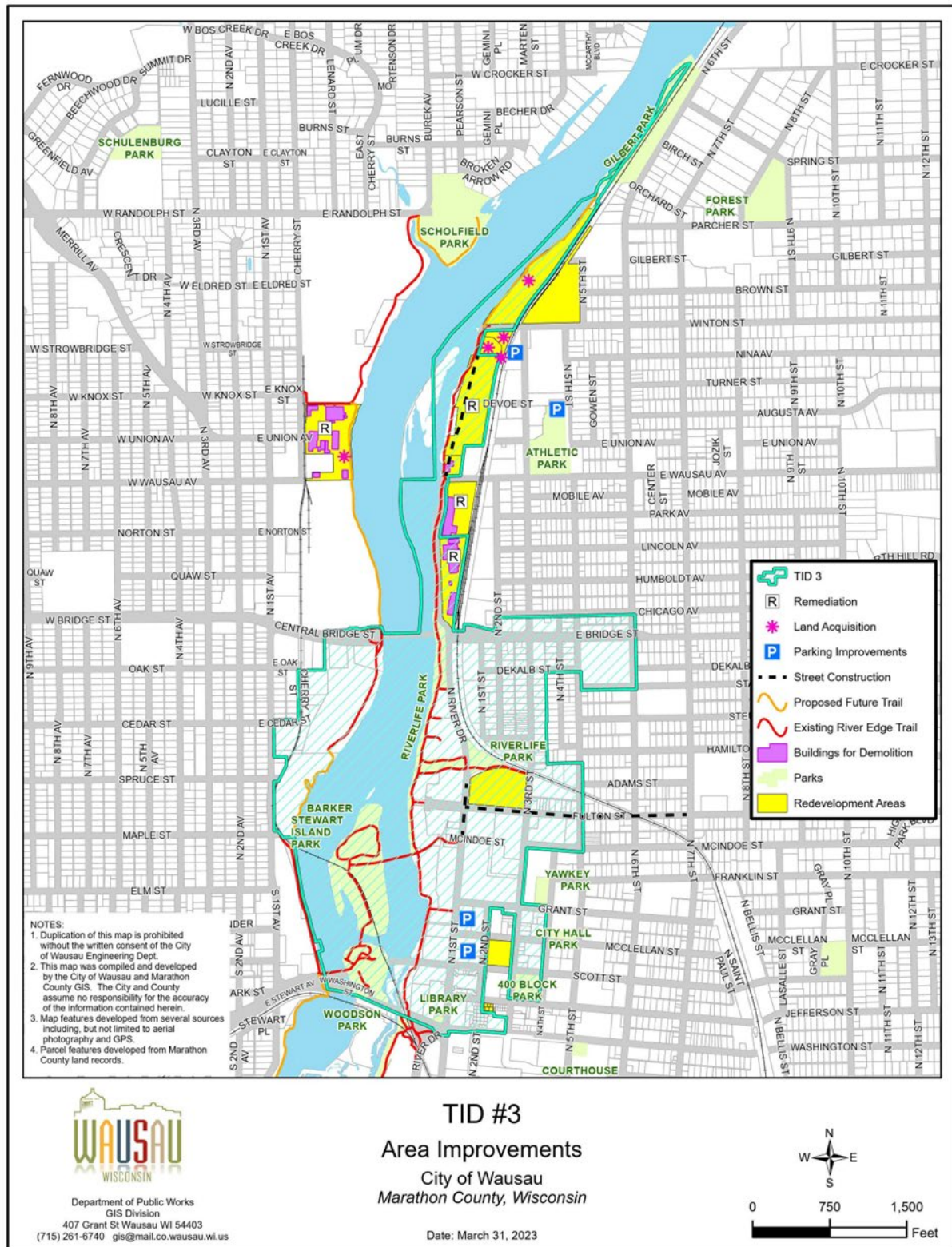
		1/2 Mile Boundary	Total Cost
Land Acquisition	2023-2024	Y	2,200,000
Street Improvements	2026	Y	2,400,000
Trail Development	2024-2026	Y	1,950,000
Remediation and Site Work	2024-2026	Y	1,000,000
Parking Demolition	2024-2026	Y	2,500,000
Developer Incentives	2024-2026	Y	600,000
Administrative Costs			660,150
Financing Costs			2,976,788
Total			14,286,938

CALCULATION OF THE SHARE OF PROJECTED INCREMENT ESTIMATED TO BE PAID BY THE OWNERS OF PROPERTY IN THE OVERLYING TAXING JURISDICTIONS

County	17.50%	\$2,500,660
City	38.56%	\$5,508,362
School	39.31%	\$5,615,829
Tech	4.63%	\$662,087
		\$14,286,938

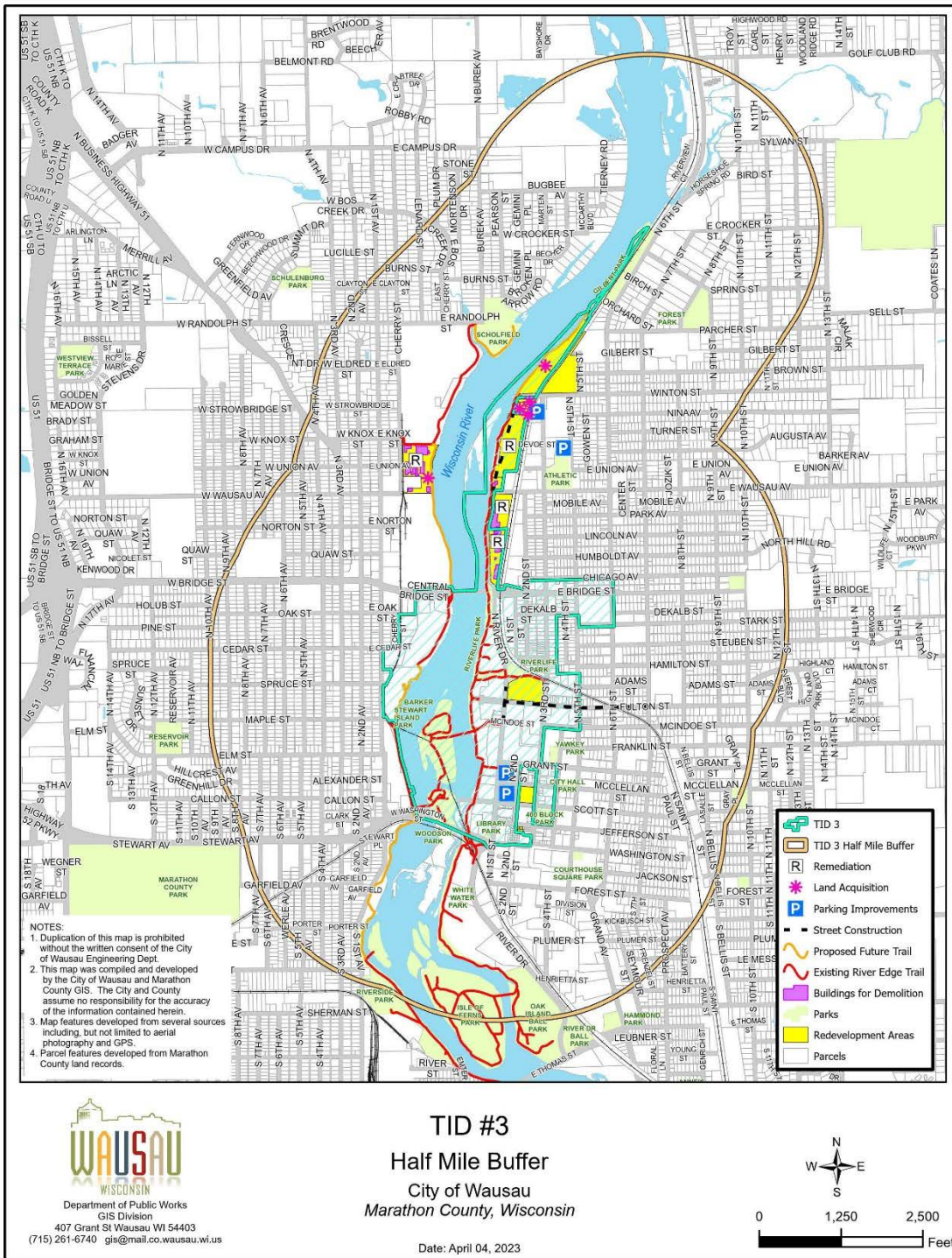
MAP OF TAX INCREMENT DISTRICT NUMBER THREE PROPOSED IMPROVEMENTS WITHIN THE TERRITORY AND ½ MILE BOUNDARIES

CITY OF WAUSAU TAX INCREMENT DISTRICT THREE PROJECT PLAN AMENDMENT #5 | 4/20/2023



MAP OF TAX INCREMENT DISTRICT NUMBER THREE AND ½ MILE RADIUS

CITY OF WAUSAU TAX INCREMENT DISTRICT THREE PROJECT PLAN AMENDMENT #5 | 4/20/2023



PROJECTED CASH FLOW

CITY OF WAUSAU TAX INCREMENTAL DISTRICT NUMBER THREE CASH FLOW PROJECTION

Year	USES OF FUNDS					SOURCES OF FUNDS				Annual Surplus (Deficit)	Accumulated Balance
	Total Annual Debt Service Existing Issues	Future Debt Issues	Adminisitrative, Consulting Services and Other Costs			Debt Proceeds	Other Income	Grant & Donation Income	Tax Increment		
			Developer Incentives	Capital Expenditures							
ESTIMATED											
2022	\$2,979,989		\$55,150		\$15,000		\$474,027		\$2,926,879	\$350,767	(\$1,154,901)
2023	\$1,892,866		\$105,150		\$1,380,000	\$1,380,000	\$379,000		\$2,900,000	\$1,280,984	\$126,083
2024	\$1,886,247	\$228,000	\$135,000		\$1,470,000	\$1,470,000	\$379,000		\$2,900,000	\$1,029,753	\$1,155,836
2025	\$3,244,707	\$504,000	\$60,000		\$3,000,000	\$3,000,000	\$379,000		\$2,900,000	(\$529,707)	\$626,129
2026	\$1,542,180	\$1,166,640	\$60,000	\$300,000	\$4,200,000	\$3,850,000	\$729,000	\$379,000	\$2,900,000	\$589,180	\$1,215,309
2027	\$1,545,370	\$2,206,640	\$60,000	\$300,000			\$379,000		\$2,900,000	(\$833,010)	\$382,299
2028	\$1,536,970	\$2,206,640	\$60,000				\$379,000		\$2,900,000	(\$524,610)	(\$142,311)
2029	\$1,423,601	\$2,206,640	\$60,000				\$379,000		\$2,900,000	(\$411,241)	(\$553,552)
2030	\$923,650	\$2,206,640	\$60,000				\$379,000		\$2,900,000	\$88,710	(\$464,842)
2031	\$0		\$60,000				\$379,000		\$2,900,000	\$3,219,000	\$2,754,158
	\$ 16,975,580	\$ 10,725,200	\$ 715,300	\$ 600,000	\$ 10,065,000	\$ 9,700,000	\$ 4,235,027	\$ 379,000	\$ 29,026,879		

		1/2 Mile Boundary	Total Cost
Land Acquisition	2023-2024	Y	2,200,000
Street Improvements	2026	Y	2,400,000
Trail Development	2024-2026	Y	1,950,000
Remediation and Site Work	2024-2026	Y	1,000,000
Parking Demolition	2024-2026	Y	2,500,000
Developer Incentives	2024-2026	Y	600,000
Administrative Costs			660,150
Financing Costs			2,976,788
Total			14,286,938

FINANCING PROJECTION

	2023 Debt \$1,380,000 5%	2024 Debt \$1,470,000 5%	2025 Debt \$3,000,000 5%	2026 Debt \$3,850,000 5%	Total
2024	228,000				228,000
2025	228,000	276,000			504,000
2026	228,000	276,000	662,640		1,166,640
2027	228,000	276,000	662,640	1,040,000	2,206,640
2028	228,000	276,000	662,640	1,040,000	2,206,640
2029	228,000	276,000	662,640	1,040,000	2,206,640
2030	228,000	276,000	662,640	1,040,000	2,206,640
2031					
	\$ 1,596,000	\$ 1,656,000	\$ 3,313,200	\$ 4,160,000	\$ 10,725,200

RESOLUTION OF THE COMMON COUNCIL

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

RESOLUTION OF THE PLAN COMMISSION, ECONOMIC DEVELOPMENT AND FINANCE COMMITTEES

Approving the Project Plan Amendment #5 Tax Incremental Financing District Number 3, City of Wausau (TID # 3)

Committee Action: Plan Commission
Finance Committee
Economic Development Committee

Fiscal Impact: The project plan will add project costs

File Number: 94-0907 Date Introduced: April 25, 2023

FISCAL IMPACT SUMMARY

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

WHEREAS, the City of Wausau has followed a policy of promoting business, community amenities, and development activities and improving infrastructure within the city; and

WHEREAS, the city's economic development strategy focuses on the attraction, retention and sustainability of business, community amenities, and development activities and improving infrastructure to increase the property tax base and add new jobs; and

WHEREAS, Tax Increment District Number Three was created by the city in 1994 as a revitalization effort for the central business district and riverfront; and

WHEREAS, the city now desires to amend the project plan of the district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the Tax Increment Law); and

WHEREAS, this amendment does not modify the district boundaries; and

WHEREAS, this amendment will modify the categories, locations or costs of the projects to be undertaken; and

WHEREAS, such amendment will allow for the district to incur project costs outside of, but within the one half-mile of the radius of the district as permitted under Wisconsin Statutes; and

WHEREAS, an amended project plan for the district has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the district, or to the extent provided in Wisconsin Statutes Section 66.1105(2)(f)1.n., outside

- of the district;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing proposed improvements and uses in the district;
- f. Proposed changes of zoning ordinances, master plan, map, building codes and city ordinances;
- g. A list of estimated non-project costs;
- h. A statement of the proposed plan for relocation of any persons to be displaced;
- i. A statement indicating how the amendment of the district promotes the orderly development of the city;
- j. An opinion of the City Attorney or of an attorney retained by the city advising that the plan amendment is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

WHEREAS, prior to publication of the public hearing notice, a copy of said notice was sent to the Superintendent of the Wausau School District, the President of Northcentral Technical College, and the Marathon County Administrator; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on April 18, 2023, held a public hearing concerning the proposed amendment to the project plan, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission, adopted the project plan amendment, and recommended to the Common Council that it amend the Project Plan for the district.

WHEREAS, the Finance Committee and the Economic Development Committee of the City of Wausau has recommended, and determined that the Wisconsin Tax Increment Law provides a desirable and feasible means of locally financing projects within the ½ mile boundaries of TID #3; and

WHEREAS, the Finance Committee and Economic Development Committee have reviewed the plan and concur with the summary of findings as required by Wisconsin Statute 66.1105(4m)(c) including:

- That development or projects would not occur or would not occur in the manner, at the values, or within the timeframe desired by the city without the plan amendment,
- That the economic benefits of amending the district, as measured by increased employment, business and personal income, and property value, are insufficient to compensate for the cost of the improvements,
- That the benefits of the plan outweigh the anticipated tax increments to be paid by the property owners in the overlying taxing jurisdictions.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, under the powers granted by the authority of the Tax Increment Law adopts the project plan amendment #5 of Tax Increment District Three and makes the following assertions:

1. That the Project Plan Amendment is consistent with the original classification of the district.
2. That improvements of the area are likely to significantly enhance the value of other real property in the district.
3. That the project costs directly serve to promote to eliminate blight and rehabilitate properties of the area which is consistent with the purpose for which the district was created.
4. That the project plan is feasible and in conformity with the City's master plan.
5. That the amended project plan for Tax Incremental District Number Three is adopted and that the plan is feasible and in conformity with the City's community and economic development objectives.

6. That the City estimates that less than 35% of the territory within the district, will be devoted to retail business at the end of the district's maximum expenditure period pursuant to Wisconsin Statutes Section 66.1105(5)(b) and 66.1105(6)(am)1.
7. The amendment does not modify the district boundaries.
8. That the appropriate City officials shall provide the Joint Review Board with the information needed to prepare findings relative to approving the project plan amendment; and
9. That the City Clerk, City Treasurer, and City Assessor shall complete and submit the necessary forms to the Wisconsin Department of Revenue as may be required by that agency to formally approve the Tax Incremental District Number Three project plan amendment #5.

Approved:

Katie Rosenberg Mayor

RESOLUTION OF THE JOINT REVIEW BOARD

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

RESOLUTION OF THE JOINT REVIEW BOARD	
Approving the Project Plan Amendment Tax Incremental Financing District Number 3, City of Wausau (TID #3)	
File Number:	Date Introduced:

WHEREAS, the City of Wausau, Marathon County, Wisconsin seeks authorization to amend the project plan for Tax Increment District Number Three, (the "District"); and

WHEREAS, this plan has received the necessary approvals by the Wausau Plan Commission and Common Council; and

WHEREAS, Wisconsin Statutes, Section 66.1105 requires that a Joint Review Board, (the "Board") shall convene no later than 45 days after receipt of the council approval to consider the proposed plan amendments; and

WHEREAS, the Board has reviewed the Project Plan amendment presented by the City of Wausau attached to this resolution; and

WHEREAS, the Board has evaluated the Project Plan amendment based upon the criteria established in Wisconsin Statutes, Section 66.1105(4m)(c)1. and found the following to be true:

- The development projected to occur would not occur or would not occur in the manner, at the values, or within the timeframe desired by the City without the plan amendment,
- The economic benefits of amending the district, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements,
- The benefits of the plan outweigh the anticipated tax increments to be paid by the property owners in the overlying taxing jurisdictions.

NOW, THEREFORE, BE IT RESOLVED by the Joint Review Board of the City of Wausau that the Project Plan Amendment for the City of Wausau Tax Increment District Number Three be approved,

BE IT FURTHER RESOLVED, that this executed resolution be signed by at least three members of the Board and submitted to the City of Wausau no later than seven days after Board action.

Passed and Approved
Joint Review Board Members

Representing

City of Wausau

Citizen Member

Marathon County

Northcentral Technical College

Wausau School District

OPINION OF THE CITY ATTORNEY



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

April 19, 2023

Wausau Common Council Members
Joint Review Board Members
City Hall
407 Grant Street
Wausau, WI 54403

RE: Project Plan Tax Incremental District Number Three, Amendment #5

Ladies and Gentlemen:

As City Attorney, I have reviewed the Project Plan Amendment #5 of Tax Incremental District Number 3, pursuant to Wis. Stats. §66.1105(4)(h)1. and 10. The public hearing was held on April 18, 2023, before the Plan Commission of the City of Wausau, and it adopted Plan Amendment #5 for said Tax Increment District. This approval and recommendation was preceded by proper notice to those persons set forth in Wis. Stats. §66.1105(4)(h)1. and a Class I notice published in the Wausau Daily Herald, as required by Wis. Stats. §66.1105(4)(h)1.

The Plan is proposed to be amended to add project costs to further the original goals of the district by supporting additional riverfront redevelopment, environmental remediation of riverfront industrial sites, extending the River Edge trail, supporting downtown parking capital improvements, and reconstruction of downtown streets, as described in the Plan Summary.

In accordance with par. (4)(h)1., the City Council will consider, pursuant to a duly posted agenda, on April 25, 2023, recommended approval of Plan Amendment #5 of Tax Increment District Number 3. Such approval requires adoption of a resolution which makes the finding that the Plan is feasible and in conformity with the Master Plan of the City (g). Finally, such project plan amendment is subject to subsequent review by the Joint Review Board, acting under sub. (4m), which shall review the public record, planning documents and the resolution passed by the City Council under par. (h)1.

Based upon my review of the Plan Amendment and the information presented to me, it is my opinion that should the foregoing process be followed, the Amended Plan is complete and compliant with §66.1105(4), Wisconsin Statutes.

City of Wausau - City Hall - 407 Grant Street – Wausau, WI 54403-4783

This opinion shall be attached to and made a part of the Project Plan, as required by §66.1105(4)(f).

Very truly yours,

CITY OF WAUSAU

A handwritten signature in black ink, appearing to read "Anne L. Jacobson", written over the printed name.

Anne L. Jacobson
City Attorney

**JOINT RESOLUTION OF THE PLAN COMMISSION,
ECONOMIC DEVELOPMENT AND FINANCE COMMITTEES**

Approving the Project Plan Amendment Tax Incremental Financing District Number 8 Amendment #3, City of Wausau (TID # 8)

Committee Action: Plan Comm: Approved 6-0
 ED Comm: Approved 4-1
 Finance: Approved 5-0

Fiscal Impact: The project plan will add project costs

File Number: 12-0316

Date Introduced: April 25, 2023

FISCAL IMPACT SUMMARY

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

WHEREAS, the City of Wausau has followed a policy of promoting business, community amenities, and development activities and improving infrastructure within the City; and

WHEREAS, the City's Economic Development strategy focuses on the attraction, retention and sustainability of business, community amenities, and development activities and improving infrastructure to increase the property tax base and add new jobs; and

WHEREAS, Tax Increment District Number Eight was created by the City in April 10, 2012; and

WHEREAS, the City now desires to amend the Project Plan of the District in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the Tax Increment Law); and

WHEREAS, this amendment does not modify the district boundaries; and

WHEREAS, this amendment will modify the categories, locations or costs of the projects to be undertaken; and

WHEREAS, such amendment will allow for the District to incur project costs outside of, but within the one half-mile of the boundaries of the District as permitted under Wisconsin Statutes; and

WHEREAS, an amended Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Section 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;

- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing proposed improvements and uses in the District;
- f. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- g. A list of estimated non-project costs;
- h. A statement of the proposed plan for relocation of any persons to be displaced;
- i. A statement indicating how the amendment of the District promotes the orderly development of the City;
- j. An opinion of the City Attorney or of an attorney retained by the City advising that the plan amendment is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

WHEREAS, prior to publication of the public hearing notice, a copy of said notice was sent to the Superintendent of the Wausau School District, the President of Northcentral Technical College, and the Marathon County Administrator; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on April 18, 2023 held a public hearing concerning the proposed amendment to the Project Plan, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission, adopted the Project Plan amendment, and recommended to the Common Council that it amend the Project Plan for the District.

WHEREAS, the Finance Committee and the Economic Development Committee of the City of Wausau has recommended, and determined that the Wisconsin Tax Increment Law provides a desirable and feasible means of locally financing projects within the ½ mile boundaries of TID # 8; and

WHEREAS, the Finance Committee and Economic Development Committee have reviewed the plan and concur with the summary of findings as required by Wisconsin Statute 66.1105(4m)(c) including:

- That development or projects would not occur or would not occur in the manner, at the values, or within the timeframe desired by the City without the plan amendment,
- That the economic benefits of amending the district, as measured by increased employment, business and personal income, and property value, are insufficient to compensate for the cost of the improvements,
- That the benefits of the plan outweigh the anticipated tax increments to be paid by the property owners in the overlying taxing jurisdictions.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, under the powers granted by the authority of the Tax Increment Law adopts the project plan amendment # 3 of Tax Increment District Eight and makes the following ascertions:

1. That the Project Plan Amendment is consistent with the original classification of the district;
2. That improvements of the area is likely to significantly enhance the value of other real property in the district;
3. That the project costs directly serve to promote the rehabilitation of the area which is consistent with the purpose for which the district was created;
4. That the project plan is feasible and in conformity with the City's master plan;
5. That the amended project plan for Tax Incremental District Number Eight is adopted and that the plan is feasible and in conformity with the City's community and economic development objectives;

6. That the City estimates that less than 35% of the territory within the District, will be devoted to retail business at the end of the District's maximum expenditure period pursuant to Wisconsin Statutes Section 66.1105(5)(b) and 66.1105(6)(am)1.
7. The amendment does not modify the district boundaries.
8. That the appropriate City officials shall provide the Joint Review Board with the information needed to prepare findings relative to approving the project plan amendment; and
9. That the City Clerk, City Treasurer, and City Assessor shall complete and submit the necessary forms to the Wisconsin Department of Revenue as may be required by that agency to formally approve the Tax Incremental District Number Eight project plan amendment #3.

Approved:

Katie Rosenberg Mayor

JOINT FINANCE & ECONOMIC DEVELOPMENT COMMITTEES

Date and Time: Tuesday, April 11, 2023 @ 5:15 pm., Council Chambers

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

ED Members Present: Sarah Watson, Chad Henke, Tom Kilian, Carol Lukens, Lisa Rasmussen

Others Present: Maryanne Groat, Anne Jacobson, Eric Lindman, Matt Barnes, Robert Barteck, Ben Bliven, Randy Fifrick, Gary Gisselman, Katie Rosenberg, Mary Goede

Discussion and possible action regarding Tax Incremental District No. 8 Project Plan Amendment in Order to Add Projects and Project Costs

Maryanne Groat stated this is a rehabilitation district to which we are adding expenses but are not changing the boundaries. The plans include the reconstruction of 17th Avenue from Stewart Avenue to Elm Street. She commented although it is an expensive project it is very important because it supports a lot of businesses and traffic in that area. She noted they were unable to fit it into our regular 2023 budget. There is also the Washington Street Siphon Project and retaining wall; reconstruction of N 8th Avenue, including utilities; and other street improvements. Groat stated this district and plan amendment proposes spending within the district and the half mile radius. The cashflow shows the district will be able support these public improvements with the increment currently generated.

Finance Committee vote

Motion by Martens, second by Lukens to approve the Project Plan Amendment for TID #8. Motion carried 5-0.

ED Committee vote

Motion by Henke, second by Rasmussen to approve the Project Plan Amendment for TID #8. Motion carried 4-1.
(Kilian was the dissenting vote.)

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, April 18, 2023, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

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

Others Present: Brad Lenz, Andrew Lynch, Tara Alfonso, Maryanne Groat

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

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

PUBLIC HEARING: regarding Tax Incremental District No. 3 Project Plan Amendment in Order to Add Projects and Project Costs.

Groat said that the State of Wisconsin has rules dictating creating and amending Tax Incremental Districts. The Finance Committee and Economic Development Committee have reviewed the proposals. The Joint Review Board met for their initial meeting. The proposal is to amend Tax Incremental Districts #3, #8 and #12. Projects and costs will be added to Districts #3 and #8 and properties will be removed and added to District #12 to improve the mall property.

Tax Incremental District #3 is located downtown and on the riverfront. The proposed improvements are located in the district and a ½ mile around the district. The main projects are for continued development of the riverfront and River Edge Trail. It would include property acquisitions for MBX and some of County Materials. This will help fill in major gaps and will be great for the community and tourism. Remediation work will be done to the Wausau Chemical site. The Dive Point Scuba site will be demolished. This district is nearing the retirement date in 2031 and has been a constant state of deficit but will remain the black and close with a profit. This is very important and strategic for the city.

Tax Incremental District #8 is located on the west side of the river to 17th Avenue. There is property redeveloping in the area and the street needs to be reconstructed. The costs will be allocated for 17th Avenue, the Washington Street siphon project and 8th Avenue reconstruction. Some of the projects are in the ½ mile buffer area.

Groat said that 29 parcels will be removed from Tax Incremental District #12 on the north and south side of the district and 7 properties will be added for the mall. A new street grid is proposed for the mall redevelopment and there are developer incentives. The development agreement with T-Wall is contingent on the amendment. This is a relatively new district and hasn't seen much growth. There are not many concerns. The borrowed amount is a fixed rate and if the rate decreases, it can be refinanced. Inflation is not considered in the properties. Growth is expected in the area to help the district. The city manages the Tax Incremental District deficits. Districts #6 and #7 will be closing soon and will help to manage the deficits.

Mayor Rosenberg opened the public hearing.

Mayor Rosenberg closed the public hearing.

PUBLIC HEARING: regarding Tax Incremental District No. 8 Project Plan Amendment in Order to Add Projects and Project Costs

Mayor Rosenberg opened the public hearing.

Mayor Rosenberg closed the public hearing.

PUBLIC HEARING: regarding Tax Incremental District No. 12 Project Plan Boundary Amendment in Order to Subtract Territory and Add Projects and Project Costs

Mayor Rosenberg opened the public hearing.

Mayor Rosenberg closed the public hearing.

Consideration of “Resolution Approving the Project Plan Amendment #5 for Tax Increment District No. 3, City of Wausau Wisconsin”

Bohlken motioned to approve the “Resolution Approving the Project Plan Amendment #5 for Tax Increment District No. 3, City of Wausau, Wisconsin”. Herbst seconded.

Bornemann questioned the role of the commission for the amendments. Lenz said that the Plan Commission needs to hold the public hearings and send a recommendation to the council. The commission should consider whether the projects jibe with strategic redevelopment of the city, and adopted plans including the Comprehensive Plan.

The motion carried unanimously 6-0.

Consideration of “Resolution Approving the Project Plan Amendment #3 for Tax Increment District No. 8, City of Wausau Wisconsin”

Bornemann motioned to approve the “Resolution Approving the Project Plan Amendment #3 for Tax Increment District No. 8, City of Wausau, Wisconsin”. Herbst seconded, and the motion carried unanimously 6-0.

Consideration of “Resolution Approving the Project Plan Amendment #2 for Tax Increment District No. 12, City of Wausau Wisconsin”

Bornemann motioned to approve the “Resolution Approving the Project Plan Amendment #2 for Tax Increment District No. 12, City of Wausau, Wisconsin”. Bohlken seconded, and the motion carried unanimously.

CITY OF WAUSAU TAX INCREMENT DISTRICT EIGHT PROJECT PLAN AMENDMENT #3

Economic Development Committee: April 11, 2023

Finance Committee: April 11, 2023

Joint Review Board - Initial Meeting: April 18, 2023

Plan Commission: April 18, 2023

Common Council: April 25, 2023

Joint Review Board: April 27, 2023

PLAN DRAFT DATE:

4/20/2023

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TYPE AND GENERAL DESCRIPTION OF THE DISTRICT

This document is the THIRD amendment to the *Tax Incremental Finance District No. 8 Project Plan*. Tax Increment District No. 8 is an existing conservation/rehabilitation district, which was approved by the Wausau Common Council on April 10, 2012. The plan facilitated infrastructure and development in the Near West Side planning area. Amendment one added projects to the plan in 2018. Amendment two modified the boundaries and added projects to the plan in 2020.

Major components of the existing modified plan include:

- 2nd Avenue Reconstruction
- Stewart Avenue bicycle and pedestrian accommodations
- Parking study
- Developer incentives for the Schierl project which included the redevelopment of the vacant “Stahmer Clinic” into apartments.
- 1st Avenue Reconstruction
- \$1,000,000 forgivable loan to WOZ for the purchase of the Wausau Center Mall.
- Purchase of LS Printing and Westside Battery; redevelopment pending
- 17th Avenue multi-family and hotel redevelopment
- Reconstruction of 18th Avenue

AMENDMENT 3 PURPOSE AND SUMMARY

The purpose of the third amendment is to add project costs within the ½ boundaries. These projects include:

- Reconstruction of 17th Avenue from Stewart to Elm St
- Washington Street Siphon Project and retaining wall.
- N 8th Avenue Reconstruction.

EXPECTED TERMINATION

Based upon current law, Tax Increment District Eight expenditure period ends in 2034 with the termination required in 2039. Based upon existing obligations and the proposed amendment; termination is expected in 2033. This may change as other redevelopment opportunities emerge and are undertaken.

SUMMARY OF FINDINGS

As required by s.66.1105 Wisconsin Stats., and as documented in the original project plan along with this amendment and the related attachments contained and referenced herein, the following findings are made:

1. **That the “but for” amendment of the Project Plan, the development projected to occur as detailed in the Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the city.** In making this determination the City has considered the following:

- The original findings of the Project Plan for TID #8 are all still valid and are hereby referenced and incorporated into this amendment.
 - The infrastructure project contemplated by the plan amendment are necessary to fully achieve the goals of the District Project Plan including rehabilitation of the area, riverfront renewal, creation of new tax base and other economic benefits.
 - Financial support on infrastructure neutralizes cost obstacles and allows the City to continue to commit to renewal efforts.
2. **The economic benefits of amending the district, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the costs of the improvements.** In making this determination, the City considered the following information: As demonstrated in the Economic Feasibility Section of this Project Plan, the total tax increments projected to be collected are sufficient to pay for the proposed Project Costs. On this basis alone, the finding is supported.
 3. **The benefits for the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.** The project costs of the district relate to promoting development in the District. They will have a direct impact on redevelopment. The infrastructure projects will support the redevelopment achieved by the original project plan.
 4. **The improvements made within the district are likely to significantly enhance all other real property values.**
 5. **The project costs relate directly to the rehabilitation objective of the original district.**
 6. **The city estimates that less than 35% of the territory within the district, as amended, will be devoted to retail business at the end of the district's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b) and 66.1105(6) (am)1.**
 7. **The equalized value of taxable property of the amendment area plus the value increment of all existing tax incremental district within the City does not exceed 12% of the total equalized value of taxable property within the City. This is not applicable as the no boundary amendment is proposed.**
 8. **The Project Plan for the District, as amended, is feasible, and is in conformity with the Master Plan of the City.**

STATEMENT OF KIND, NUMBER AND LOCATION OF THE PROPOSED PUBLIC WORKS OR IMPROVEMENTS WITHIN THE DISTRICT OR THE ½ MILE RADIUS

A list of improvements contained in the original plan include the following:

STREETS AND PAVEMENT IMPROVEMENTS – The City will reconstruct and or improve certain streets. These improvements may include or be limited to installation or replacement of traffic signals, construction or reconstruction of median areas, curb and gutter replacement, sidewalk, catch basins, asphalt or concrete pavement replacement or improvement, installation, or replacement of streetlights, retaining walls, signs, pavement markings, bicycle accommodations and pedestrian crossings.

RIGHT OF WAY ACQUISITION – The City may acquire right of way for installation of public infrastructure including streets, sidewalks, utilities and stormwater management. Costs incurred by the City to identify, negotiate and acquire right of way are eligible costs.

ACQUISITION OF EASEMENTS – The City may acquire easements for installation of public infrastructure including streets, sidewalks, utilities and stormwater management. Costs incurred by the City to identify, negotiate and acquire right of way are eligible costs.

WATER, SEWER AND STORM WATER - Water, sewer and storm water utility work including extension and/or upgrades of existing mains, laterals, hydrants and service connections. This includes the replacement of lead service lines. In addition, storm water management will be added where necessary including but not limited to construction of retention/detention basins and other storm water management facilities.

STREETSCAPING AND PEDESTRIAN IMPROVEMENTS – In order to attract development consistent with the objectives of this plan, the City may install amenities to enhance the aesthetic of the area. These improvements include but are not limited to landscaping, plantings, trees, decorative items and benches. These and any other similar amenities are eligible project costs.

DEMOLITION, AND SITE WORK – Development and redevelopment of the area may require site preparation such as demolition, grading, fill, utility relocation, construction of retaining walls and other activities related to modifying property to make it suitable for private sector development or redevelopment.

CASH GRANTS (DEVELOPMENT INCENTIVES) – The City may enter into development agreements with property owners or developers for the purpose of sharing costs to encourage the desired kind of improvements and assure sufficient tax base is generated to recover project costs. No cash grant will be provided until a development agreement is executed with the recipient of the cash grant.

PROJECTS OUTSIDE THE TAX INCREMENT DISTRICT- Pursuant to Wisconsin Statutes Section 66.1105(2)(f)1. n, the city may undertake projects within territory located within one-half mile of the boundary of the district projected that 1) the project area is located within the City's corporate boundaries and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs and may include any project cost that would otherwise be eligible if undertaken within the District the project plan amendment

FINANCING COSTS – Interest, financing and debt issuance costs, premiums and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

ADMINISTRATIVE COSTS – The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs including but not limited to employee salaries. Costs allocated will bear a direct connection to the time spent by City employees in connection with implementation of the plan.

PROFESSIONAL SERVICE AND ORGANIZATIONAL COSTS – The costs of professional services rendered and other costs incurred in relation to the creation, administration and termination of the District and the undertaking of the projects contained within this plan are eligible project costs. Professional services include, but are not limited to architectural, environmental; planning; engineering; legal audit financial and costs of informing the public with respect to the plan amendment and plan implementation.

The plan is neither meant to be a budget nor an appropriation or commitment of funds for specific projects within the TID amendment area. The plan does provide a framework for managing project expenditures and generating the revenue needed to balance those expenditures. All costs included in the plan are estimates based upon the best information currently available. The City retains its ability to implement only those projects that remain viable and affordable as the plan period proceeds. In the event any of the public works project expenditures are not reimbursable out of the special tax increment finance fund under the Wisconsin Statutes 66.1105, in the written opinion of counsel retained by the City as Bond Counsel, then such project or projects shall be deleted and the remainder of the projects hereunder shall be deemed the entirety of the projects for purposes of this Project Plan Amendment.

Project costs are any expenditure made, estimated to be made of monetary obligations incurred or estimated to be incurred by the City as outlined in this plan, other plan amendments or the original Project Plan. Costs identified are preliminary estimates made prior to design considerations and are subject to change after planning is completed. Project costs will be diminished by any income, special assessments or other revenues including user fees or charges other than tax increments received or reasonably expected to be received by the city in connection with the implementation of this Plan.

LIST OF ESTIMATED NON-PROJECT COSTS

There are no anticipated “non-project costs” associated with this amendment to Tax Incremental District Number Eight.

PROPOSED CHANGES IN ZONING ORDINANCES

The City does not anticipate the need to change any of its zoning ordinances in conjunction with the implementation of this project plan amendment.

PROPOSED CHANGES TO THE MASTER PLAN, BUILDING CODES, AND CITY ORDINANCES

It is expected that this plan will be complementary to the City’s Master Plan. The projects proposed will comply with the recently completed comprehensive update of building codes and related ordinances.

EXISTING USES AND CONDITIONS

A map depicting the existing uses and conditions of property within the district was included in the original plan and boundary amendments. Since the scope of this amendment is limited to incurring project costs no map changes are necessary.

RELOCATION

It is not anticipated there will be a need to relocate persons or businesses in conjunction with the plan amendment. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable Wisconsin Statutes Section chapter 32.

ORDERLY DEVELOPMENT OF THE CITY OF WAUSAU

This amendment contributes to the orderly development of the city by providing opportunity for continued growth in tax base, job opportunities and general positive economic development.

EQUALIZED VALUE TEST

This amendment adds project costs without boundary changes and as such the 12% equalized value test is not applicable. The current valuation test is provided as additional information only.

TID No.	Base Year	2022 TID Current Value	2022 TID Value Increment	2022 Total Muni Equalized Value	12% Test
003	1994	173,650,900	130,832,200		
006	2005	234,477,800	153,898,500		
007	2006	101,000,700	71,559,100		
008	2012	73,516,800	32,173,600		
009	2012	2,133,900	901,500		
010	2013	63,913,000	18,200,000		
011	2017	70,568,700	69,182,300		
012	2017	28,057,700	15,616,400		
Total		747,319,500	492,363,600	3,680,737,900	13.38

ESTIMATE OF ADDITIONAL PROPERTY TO BE DEVOTED TO RETAIL BUSINESS

The City estimates that less than 35% of the territory within the District, as amended, will be devoted to retail business at the end of the District’s maximum expenditure period. This finding is made to fulfill the reporting requirement as contained in Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)(1).

ECONOMIC FEASIBILITY STUDY

The cash flow projection presents projected sources and uses of funds for the district. Uses of Funds includes existing and projected debt service, contractual development agreements and estimated public work improvements and project costs proposed within this amendment. Sources of Funds includes existing increment, anticipated new increment and any other revenue sources such as interest income and developer loan repayments. The City continually refines and updates projections to reflect current economic conditions and ensure the continued financial viability of the district. The actual cash flow will change. The cash flow supports the financial viability of the proposed amendment.

AVAILABLE FINANCING METHODS

- It is expected that the projects will be funded by ten-year general obligation promissory notes.

PROJECT COSTS LOCATED WITHIN 1/2 MILE OF THE DISTRICT BOUNDARIES

Pursuant to Wisconsin Statutes Section 66.1105(2)(f)1. n, the city may undertake projects within territory located within one-half mile of the boundary of the district provided that: 1) the project area is located within the City's corporate boundaries and 2) the projects are approved by the Joint Review Board. The detailed list of project costs outlined in the next section identifies those that are located within the one-half mile of the district boundaries and are considered eligible project costs.

DETAILED LIST OF PROJECT COSTS

The presentation below is limited to the new costs outlined in the project plan amendment.

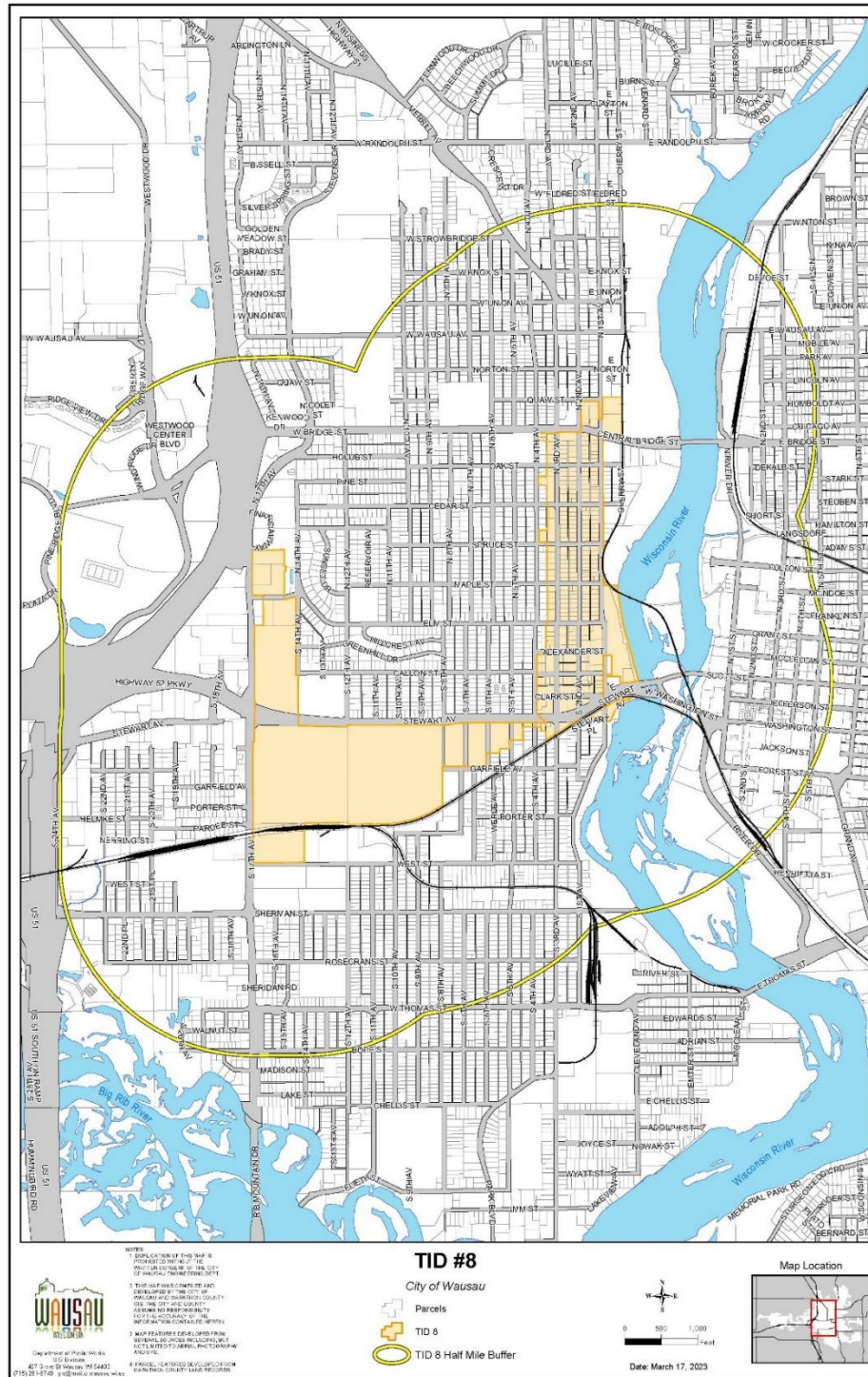
	1/2 Mile Boundary	2023	2024	2025	Total
17th Avenue Stewart to Elm St					
Sanitary Sewer	Y	200,000			200,000
Water Mains	Y	670,000	450,000		1,120,000
Stormwater	Y	150,000			150,000
Street	Y	1,230,000			1,230,000
Washington Street					-
Sewer Siphon Project	Y	400,000			400,000
Retaining Wall	Y		450,000		450,000
N 8th Avenue	Y			1,500,000	1,500,000
Concrete and Asphalt Repairs	Y				-
Various locations within 1/2 mile boundary	Y	350,000	350,000	350,000	1,050,000
		3,000,000	1,250,000	\$1,850,000	6,100,000
Financing Costs		880,000	370,000	550,000	1,800,000
Total		\$3,880,000	\$1,620,000	\$2,400,000	\$7,900,000

CALCULATION OF THE SHARE OF PROJECTED INCREMENT ESTIMATED TO BE PAID BY THE OWNERS OF PROPERTY IN THE OVERLYING TAXING JURISDICTIONS

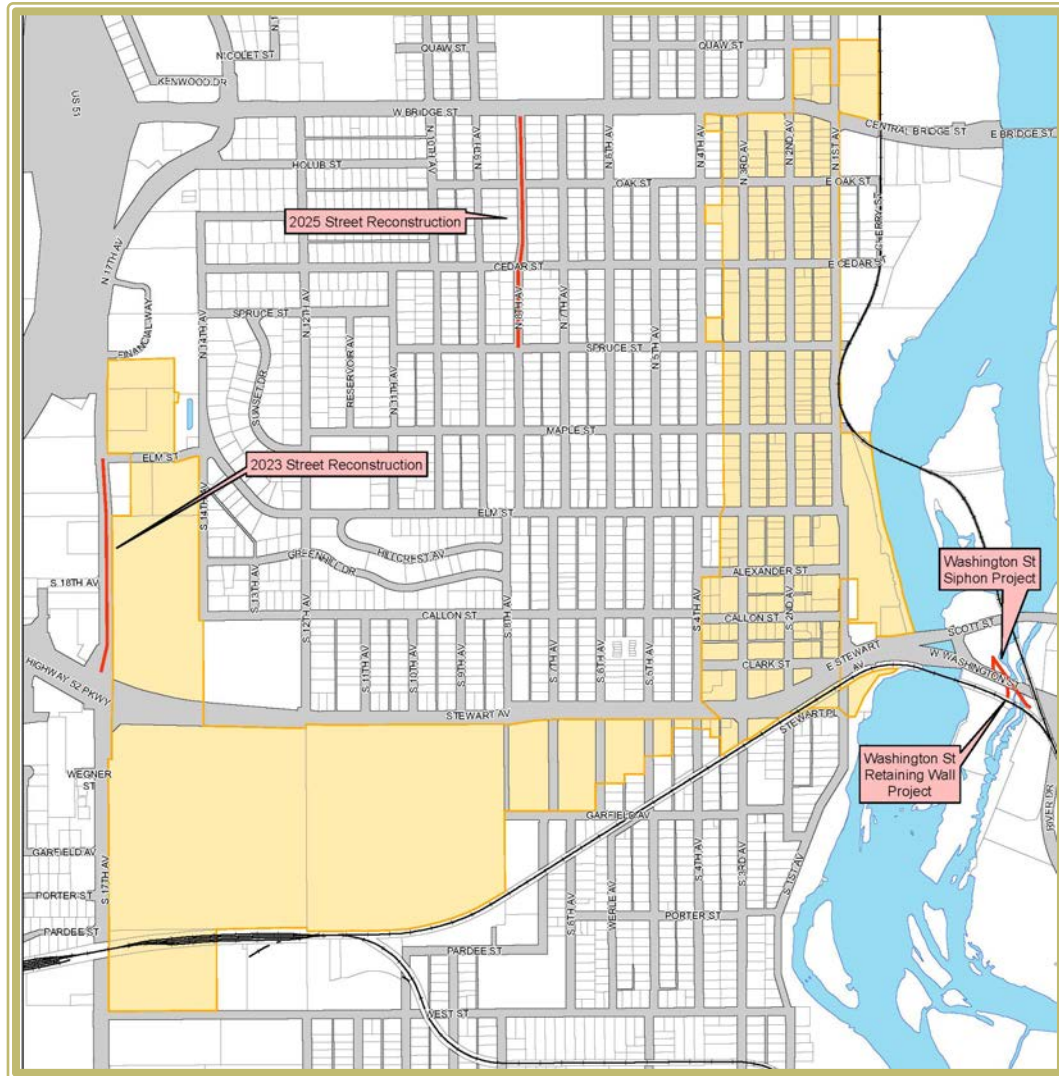
County	17.50%	\$1,382,747
City	38.56%	\$3,045,863
School	39.31%	\$3,105,287
Tech	4.63%	\$366,103
		<u>\$7,900,000</u>

MAP OF TAX INCREMENT DISTRICT NUMBER EIGHT AND ½ MILE RADIUS

CITY OF WAUSAU TAX INCREMENT DISTRICT EIGHT PROJECT PLAN AMENDMENT #3 | 4/20/2023



MAP OF TAX INCREMENT DISTRICT NUMBER EIGHT PROPOSED IMPROVEMENTS WITHIN THE TERRITORY AND ½ MILE BOUNDARIES



PROJECTED CASH FLOW

CITY OF WAUSAU TAX INCREMENTAL DISTRICT NUMBER EIGHT CASH FLOW PROJECTIONS

		USES OF FUNDS				SOURCES OF FUNDS					
		Annual Projected Debt Service	Administrative, Organization & Discretionary Costs	Future Debt	Developer Payments	Capital Expenditures	Net Debt Proceeds	Other Income	Tax Increment	Annual Surplus (Deficit)	Cumulative Balance
ESTIMATED											
11	2022	702,170	50,967		317,856	112,193		514,548	646,578	(22,060)	(788,903)
12	2023	688,254	95,000		333,664	\$3,000,000	\$3,000,000	237,948	834,085	(44,885)	(833,788)
13	2024	702,799	80,000	388,000		1,250,000	1,250,000	347,948	995,000	172,149	(661,639)
14	2025	687,828	80,000	550,000		1,850,000	1,850,000	347,948	995,000	25,120	(636,519)
15	2026	409,818	8,000	790,000				347,948	995,000	135,130	(501,389)
16	2027	406,922	6,000	790,000				347,948	995,000	140,026	(361,363)
17	2028	403,908	6,000	790,000				347,948	995,000	143,040	(218,323)
18	2029	400,663	6,000	790,000				347,948	995,000	146,285	(72,038)
19	2030	149,687	6,000	790,000				237,948	995,000	287,261	215,223
20	2031	52,113	6,000	790,000				237,948	995,000	384,835	600,058
21	2032	40,650	6,000	790,000				237,948	995,000	396,298	996,356
22	2033		6,000	790,000				237,948	995,000	436,948	1,433,304
23	2034		6,000	402,000				237,948	995,000	824,948	2,258,252
24	2035		6,000	240,000				237,948	995,000	986,948	3,245,200
25	2036		6,000	-				237,948	995,000	1,226,948	4,472,148
TOTAL		4,644,812	\$373,967	\$7,900,000	\$651,520	\$6,212,193	\$6,100,000	\$4,505,820	\$14,415,663		

		1/2 Mile Boundary	2023	2024	2025	Total
17th Avenue Stewart to Elm St						
Sanitary Sewer	Y		200,000			200,000
Water Mains	Y		670,000	450,000		1,120,000
Stormwater	Y		150,000			150,000
Street	Y		1,230,000			1,230,000
Washington Street						
Sewer Siphon Project	Y		400,000			400,000
Retaining Wall	Y			450,000		450,000
N 8th Avenue	Y				1,500,000	1,500,000
Concrete and Asphalt Repairs	Y					-
Various locations within 1/2mile boundary	Y		350,000	350,000	350,000	1,050,000
			3,000,000	1,250,000	\$1,850,000	6,100,000
Financing Costs			880,000	370,000	550,000	1,800,000
Total			\$3,880,000	\$1,620,000	\$2,400,000	\$7,900,000

FINANCING PROJECTION

	2023 Debt \$3,000,000 5% Interest	2024 Debt \$1,250,000 5% Interest	2025 Debt \$1,850,000 5% Interest	Total
2024	388,000			388,000
2025	388,000	162,000		550,000
2026	388,000	162,000	240,000	790,000
2027	388,000	162,000	240,000	790,000
2028	388,000	162,000	240,000	790,000
2029	388,000	162,000	240,000	790,000
2030	388,000	162,000	240,000	790,000
2031	388,000	162,000	240,000	790,000
2032	388,000	162,000	240,000	790,000
2033	388,000	162,000	240,000	790,000
2034		162,000	240,000	402,000
2035			240,000	240,000
Total Payments	3,880,000	1,620,000	2,400,000	7,900,000
Interest Expense	880,000	370,000	550,000	1,800,000

RESOLUTION OF THE COMMON COUNCIL

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

RESOLUTION OF THE PLAN COMMISSION, ECONOMIC DEVELOPMENT AND FINANCE COMMITTEES

Approving the Project Plan Amendment Tax Incremental Financing District Number 8 Amendment #3,
City of Wausau (TID # 8)

Committee Action: Plan Commission
Finance Committee
Economic Development Committee

Fiscal Impact: The project plan will add project costs

File Number: 12-0316

Date Introduced: April 25, 2023

FISCAL IMPACT SUMMARY

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

WHEREAS, the City of Wausau has followed a policy of promoting business, community amenities, and development activities and improving infrastructure within the City; and

WHEREAS, the City's Economic Development strategy focuses on the attraction, retention and sustainability of business, community amenities, and development activities and improving infrastructure to increase the property tax base and add new jobs; and

WHEREAS, Tax Increment District Number Eight was created by the City in April 10, 2012; and

WHEREAS, the City now desires to amend the Project Plan of the District in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the Tax Increment Law); and

WHEREAS, this amendment does not modify the district boundaries; and

WHEREAS, this amendment will modify the categories, locations or costs of the projects to be undertaken; and

WHEREAS, such amendment will allow for the District to incur project costs outside of, but within the one half-mile of the boundaries of the District as permitted under Wisconsin Statutes; and

WHEREAS, an amended Project Plan for the District has been prepared that includes:

- A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Section 66.1105(2)(f)1.n., outside of the District;
- An economic feasibility study;

- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing proposed improvements and uses in the District;
- f. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- g. A list of estimated non-project costs;
- h. A statement of the proposed plan for relocation of any persons to be displaced;
- i. A statement indicating how the amendment of the District promotes the orderly development of the City;
- j. An opinion of the City Attorney or of an attorney retained by the City advising that the plan amendment is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

WHEREAS, prior to publication of the public hearing notice, a copy of said notice was sent to the Superintendent of the Wausau School District, the President of Northcentral Technical College, and the Marathon County Administrator; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on April 18, 2023 held a public hearing concerning the proposed amendment to the Project Plan, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission, adopted the Project Plan amendment, and recommended to the Common Council that it amend the Project Plan for the District.

WHEREAS, the Finance Committee and the Economic Development Committee of the City of Wausau has recommended, and determined that the Wisconsin Tax Increment Law provides a desirable and feasible means of locally financing projects within the ½ mile boundaries of TID # 8; and

WHEREAS, the Finance Committee and Economic Development Committee have reviewed the plan and concur with the summary of findings as required by Wisconsin Statute 66.1105(4m)(c) including:

- That development or projects would not occur or would not occur in the manner, at the values, or within the timeframe desired by the City without the plan amendment,
- That the economic benefits of amending the district, as measured by increased employment, business and personal income, and property value, are insufficient to compensate for the cost of the improvements,
- That the benefits of the plan outweigh the anticipated tax increments to be paid by the property owners in the overlying taxing jurisdictions.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, under the powers granted by the authority of the Tax Increment Law adopts the project plan amendment # 3 of Tax Increment District Eight and makes the following ascertions:

1. That the Project Plan Amendment is consistent with the original classification of the district;
2. That improvements of the area is likely to significantly enhance the value of other real property in the district;
3. That the project costs directly serve to promote the rehabilitation of the area which is consistent with the purpose for which the district was created;
4. That the project plan is feasible and in conformity with the City's master plan;
5. That the amended project plan for Tax Incremental District Number Eight is adopted and that the plan is feasible and in conformity with the City's community and economic development objectives;

6. That the City estimates that less than 35% of the territory within the District, will be devoted to retail business at the end of the District's maximum expenditure period pursuant to Wisconsin Statutes Section 66.1105(5)(b) and 66.1105(6)(am)1.
7. The amendment does not modify the district boundaries.
8. That the appropriate City officials shall provide the Joint Review Board with the information needed to prepare findings relative to approving the project plan amendment; and
9. That the City Clerk, City Treasurer, and City Assessor shall complete and submit the necessary forms to the Wisconsin Department of Revenue as may be required by that agency to formally approve the Tax Incremental District Number Eight project plan amendment #3.

Approved:

Katie Rosenberg Mayor

RESOLUTION OF THE JOINT REVIEW BOARD

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

RESOLUTION OF THE JOINT REVIEW BOARD	
Approving the Project Plan Amendment Tax Incremental Financing District Number 8, City of Wausau (TID # 8)	
File Number:	Date Introduced:

WHEREAS, the City of Wausau, Marathon County, Wisconsin seeks authorization to amend the project plan for Tax Increment District Number Eight, (the "District"); and

WHEREAS, this plan has received the necessary approvals by the Wausau Plan Commission and Common Council; and

WHEREAS, Wisconsin Statutes, Section 66.1105 requires that a Joint Review Board, (the "Board") shall convene no later than 45 days after receipt of the council approval to consider the proposed plan amendments; and

WHEREAS, the Board has reviewed the Project Plan amendment presented by the City of Wausau attached to this resolution; and

WHEREAS, the Board has evaluated the Project Plan amendment based upon the criteria established in Wisconsin Statutes, Section 66.1105(4m)(c)1. and found the following to be true:

- The development projected to occur would not occur or would not occur in the manner, at the values, or within the timeframe desired by the City without the plan amendment,
- The economic benefits of amending the district, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements,
- The benefits of the plan outweigh the anticipated tax increments to be paid by the property owners in the overlying taxing jurisdictions.

NOW, THEREFORE, BE IT RESOLVED by the Joint Review Board of the City of Wausau that the Project Plan Amendment for the City of Wausau Tax Increment District Number Eight be approved,

BE IT FURTHER RESOLVED, that this executed resolution be signed by at least three members of the Board and submitted to the City of Wausau no later than seven days after Board action.

Passed and Approved
Joint Review Board Members

Representing

City of Wausau

Citizen Member

Marathon County

Northcentral Technical College

Wausau School District

OPINION OF THE CITY ATTORNEY



Office of the City Attorney

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

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

April 19, 2023

Wausau Common Council Members
Joint Review Board Members
City Hall
407 Grant Street
Wausau, WI 54403

RE: Project Plan Tax Incremental District Number Eight, Amendment #3

Ladies and Gentlemen:

As City Attorney, I have reviewed the Project Plan Amendment #3 of Tax Incremental District Number 8, pursuant to Wis. Stats. §66.1105(4)(h)1. The public hearing was held on April 18, 2023, before the Plan Commission of the City of Wausau, and it adopted Plan Amendment #3 for said Tax Incremental District. This approval and recommendation was preceded by proper notice to those persons set forth in Wis. Stats. §66.1105(4)(h)1. and a Class I notice published in the Wausau Daily Herald, as required by Wis. Stats. §66.1105(4)(h)1.

The Plan is proposed to be amended by adding project costs for the reconstruction of 17th Avenue from Stewart Avenue to Elm Street, the Washington Street siphon project and retaining wall and the N. 8th Avenue reconstruction.

In accordance with par. (4)(h)1., the City Council will consider, pursuant to a duly posted agenda, on April 25, 2023, recommended approval of Plan Amendment #3 of Tax Incremental District Number 8. Such approval requires adoption of a resolution which makes the finding that the Plan is feasible and in conformity with the Master Plan of the City (g). Finally, such project plan amendment is subject to subsequent review by the Joint Review Board, acting under sub. (4m), which shall review the public record, planning documents and the resolution passed by the City Council under par. (h)1.

Based upon my review of the Plan Amendment and the information presented to me, it is my opinion that should the foregoing process be followed, the Amended Plan is complete and compliant with §66.1105(4), Wisconsin Statutes.

This opinion shall be attached to and made a part of the Project Plan, as required by §66.1105(4)(f).

City of Wausau - City Hall - 407 Grant Street – Wausau, WI 54403-4783

Very truly yours,

CITY OF WAUSAU

A handwritten signature in black ink, appearing to read "Anne L. Jacobson", written over the printed name.

Anne L. Jacobson
City Attorney

**JOINT RESOLUTION OF THE PLAN COMMISSION,
ECONOMIC DEVELOPMENT AND FINANCE COMMITTEES**

Approving the Boundaries and Project Plan for Amendment Two to Tax Incremental Financing District Number 12, City of Wausau (TID #12)

Committee Action: Plan Comm: Approved 6-0
ED Committee: Approved 4-1
Finance: Approved 5-0

Fiscal Impact: The project plan is a territory subtraction and project plan additions

File Number: 17-0716

Date Introduced: April 25, 2023

WHEREAS, the City of Wausau has followed a policy of promoting business, community amenities, and industrial development activities and improving infrastructure within the City; and

WHEREAS, the City's Economic Development strategy focuses on the attraction, retention and sustainability of business, community amenities, and industrial development activities and improving infrastructure to increase the property tax base and add new jobs; and

WHEREAS, Tax Increment District Number Twelve was created by the city in July 18, 2017; and

WHEREAS, the City now desires to amend the Project Plan and boundaries of the district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the Tax Increment Law); and

WHEREAS, such amendment subtraction will cause territory to be removed and added to the district providing for opportunities for additional private development and redevelopment; and

WHEREAS, the original Project Plan and the plan amendment for the district has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the district, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1. k. and 66.1105(2)(f)1. n., outside of the district.
- b. An economic feasibility study.
- c. A detailed list of estimated projects costs.
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred.
- e. A map showing existing uses and conditions of real property in the district amendment area.
- f. A map showing proposed improvements and uses in the district.
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances.
- h. A list of estimated non-project costs.
- i. A statement of the proposed plan for relocation of any persons to be displaced.
- j. A statement indicating how the amendment of the district promotes the orderly development of the City.
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

WHEREAS, prior to publication of the public hearing notice, a copy of said notice was sent to the Superintendent of the Wausau School District, the President of Northcentral Technical College, and the Marathon County Administrator; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on April 18th, 2023 held a public hearing concerning the proposed amendment to the Project Plan and boundaries of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the amended district, adopted the Project Plan, and recommended to the Common Council that it amend the Project Plan and boundaries for the District.

WHEREAS, the Finance Committee and Economic Development Committee have reviewed the plan and concur with the summary of findings as required by Wisconsin Statute 66.1105(4m) (c) including:

- That development projected to occur would not occur or would not occur in the manner, at the values, or within the timeframe desired by the city without the plan amendment,
- That the economic benefits of amending the district, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements,
- That the benefits of the plan outweigh the anticipated tax increments to be paid by the property owners in the overlying taxing jurisdictions.

WHEREAS, the Finance Committee and the Economic Development Committee of the City of Wausau has recommended, the amended plan boundary changes and related project plan amendment; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, under the powers granted by the authority of the Tax Increment Law approves the amendment and makes the following findings:

1. That the territory described and shown on in the Project Plan Amendment Two is hereby included in the amended boundaries of Tax Incremental District Number Twelve, City of Wausau.
2. That the Project Plan Amendment Two is consistent with the original classification of the district and the district remains a rehabilitation district.
3. That the improvement of the area is likely to significantly enhance the value of other real property in the district.
4. That the project costs directly serve to promote rehabilitation and conservation consistent with the purpose for which the district was created.
5. That the project plan is feasible and in conformity with the City's master plan.
6. That the district territory amendment is considered a subtraction. The subtraction is achieved when the creation values of parcels subtracted exceed the current values of parcels added.
7. That the property added to the district is not annexed property as defined within the Tax Increment law.
8. That the project plan is feasible and in conformity with the City's master plan.
9. That the project plan for the development of the property in the area included in Amendment Two of Tax Incremental District Number Twelve is approved and adopted and that the plan is feasible and in conformity with the City's community and economic development objectives.
10. That the effective date of territory amendment will be January 1, 2023.
11. That the City estimates that less than 35% of the territory within the district, as amended, will be devoted to retail business at the end of the District's maximum expenditure period pursuant to Wisconsin Statutes Section 66.1105(5)(b) and 66.1105(6) (am)1.

12. That the City estimates that at least 50%, by area, of the real property within the district needs rehabilitation or conservation work.
13. That the appropriate City officials shall provide the Joint Review Board with the information needed to prepare findings relative to approving the boundaries of the district and the project plan.
14. That the City Clerk, City Treasurer, and City Assessor shall complete and submit the necessary forms to the Wisconsin Department of Revenue as may be required by that agency to formally approve the boundaries of Amendment Two to Tax Incremental District Number Twelve and the project plan.

Approved:

Katie Rosenberg Mayor

JOINT FINANCE & ECONOMIC DEVELOPMENT COMMITTEES

Date and Time: Tuesday, April 11, 2023 @ 5:15 pm., Council Chambers

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

ED Members Present: Sarah Watson, Chad Henke, Tom Kilian, Carol Lukens, Lisa Rasmussen

Others Present: Maryanne Groat, Anne Jacobson, Eric Lindman, Matt Barnes, Robert Barteck, Ben Bliven, Randy Fifrick, Gary Gisselman, Katie Rosenberg, Mary Goede

Discussion and possible action regarding Tax Incremental District No. 12 Project Plan Boundary Amendment in Order to Subtract Territory and Add Projects and Project Costs

Maryanne Groat stated this is the only boundary change, referring to the map which indicates 29 parcel removals on both the north and south ends of the boundaries and seven parcel additions. The seven parcel additions all represent parcels that used to be in the mall or Sears footprint. In addition to making those changes the plan would fund the streets, pedestrian and utilities construction for the street grids; remediation in that area; parking improvements to Sears and Penneys Ramps; and developer incentives for TWall and Swiderski.

Finance Committee vote

Motion by Martens, second by Watson to approve the Project Plan Amendment for TID #12. Motion carried 5-0.

Chad Henke questioned if the value of what is removed must equal the value of what is added. Groat clarified the process is to look back at the values when the district was created, and those values need to be more than the values being added to the district today.

Tom Kilian questioned if it is true that we cannot close a district when we are in those planned or anticipated increment payments to the developer, such as in the reverse TIFs. Keith Dahl, Ehlers, responded that during the obligation the TID could not be closed because that agreement is still valid, but if the TID ends that is when the agreement is not valid anymore and don't have to pay any more than has already been paid. Kilian felt it was important for the public and committees to know that as long as we are paying out on the planned increment over these years, and with TWall it is over 20 years, that we can't be closing the district to reap any benefits of closure. The longer these agreements go on, not only is there millions of dollars more in interest, but we're not able to close the district. He commented although it has been said there is less risk with a reverse TIF type scenario, we are still committing massive amounts of future city revenue to these projects.

ED Committee vote

Motion by Henke, second by Rasmussen to approve the Project Plan Amendment for TID #12. Motion carried 4-1. (*Kilian was the dissenting vote.*)

**PUBLIC HEARING: regarding Tax Incremental District No. 12 Project Plan Boundary
Amendment in Order to Subtract Territory and Add Projects and Project Costs**

Mayor Rosenberg opened the public hearing.

Mayor Rosenberg closed the public hearing.

**Consideration of “Resolution Approving the Project Plan Amendment #5 for Tax Increment
District No. 3, City of Wausau Wisconsin”**

Bohlken motioned to approve the “Resolution Approving the Project Plan Amendment #5 for Tax Increment District No. 3, City of Wausau, Wisconsin”. Herbst seconded.

Bornemann questioned the role of the commission for the amendments. Lenz said that the Plan Commission needs to hold the public hearings and send a recommendation to the council. The commission should consider whether the projects jibe with strategic redevelopment of the city, and adopted plans including the Comprehensive Plan.

The motion carried unanimously 6-0.

**Consideration of “Resolution Approving the Project Plan Amendment #3 for Tax Increment
District No. 8, City of Wausau Wisconsin”**

Bornemann motioned to approve the “Resolution Approving the Project Plan Amendment #3 for Tax Increment District No. 8, City of Wausau, Wisconsin”. Herbst seconded, and the motion carried unanimously 6-0.

**Consideration of “Resolution Approving the Project Plan Amendment #2 for Tax Increment
District No. 12, City of Wausau Wisconsin”**

Bornemann motioned to approve the “Resolution Approving the Project Plan Amendment #2 for Tax Increment District No. 12, City of Wausau, Wisconsin”. Bohlken seconded, and the motion carried unanimously.

CITY OF WAUSAU TAX INCREMENT DISTRICT TWELVE PROJECT PLAN



Economic Development Committee: April 6, 2023

Finance Committee: April 6, 2023

Joint Review Board Meeting: April 18, 2023

Plan Commission Meeting: April 18, 2023

Common Council Meeting: April 25, 2023

Joint Review Board Meeting: April 27, 2023

PLAN DRAFT DATE:

4/19/2023

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INTRODUCTION

The project plan amendment for City of Wausau, Tax Increment District #12 has been prepared in compliance with Wisconsin Statutes Chapter 66.1105(4)(f).

The original plan established the need for the district, detailed the improvements and project costs. The district consists of approximately 80 acres of land centrally located within the downtown and along the riverfront. The district's purpose is to support the redevelopment of underutilized properties and obsolete properties within the downtown and riverfront.

AMENDMENT #1

The first amendment eliminated 13 parcels and added 2 parcels to retain a contiguous map.

AMENDMENT #2

Amendment 2 is considered a boundary subtraction pursuant to the State's requirements. The subtraction is achieved when the creation values of parcels subtracted exceed the current values of parcels added. This amendment removes 29 parcels and adds 7 parcels.

This plan amendment focuses on the redevelopment phase of the Wausau Center Mall Properties and a 2.11-acre lot on the riverfront. Specifically, the plan will finance:

- Environmental remediation required on the areas within the mall site.
- Street, utilities, and pedestrian infrastructure for the new street grid.
- Redevelopment financial assistance.
- Parking improvements.

Wausau Center Mall Redevelopment - The mall property has been divided into block parcels with the dedication of right of way for public infrastructure. The plan amendment includes costs associated with the public infrastructure along with improvements to the Penney's and Sear's parking structures. The Council executed an agreement with T.Wall Enterprises Mgt LLC. The agreement commits the developer to construct a five-story, mixed use building with underground parking, first floor retail and apartment units above a rendering appears on the front cover of this document. The developer will also construct skywalk connection to the Sear's parking structure. Construction will commence in 2023 with 2024 completion. The project requires a minimum development cost of forty million dollars and minimum assessed valuation of twenty-four million. The Common Council approved tax increment financing incentives in the amount of \$6,000,000 which shall accrue interest on the unpaid principal. The maximum total payment shall not exceed \$10,800,000.



Riverfront Redevelopment - The plan amendment also includes costs associated with the development of a 2.11-acre riverfront parcel that will be redeveloped by S.C. Swiderski. The Common Council authorized the negotiations with S.C. Swiderski after conducting a competitive solicitation for development of the city-owned site. The developer's proposal included the construction of a seven-story mixed-use building with approximately two hundred residential units, commercial space, a separate parking structure and outdoor surface parking lot. The developer will purchase the site for four-hundred thousand dollars. The negotiations include tax increment financing incentives of an accumulative maximum of \$9,277,000 without interest. The expected completion of this project is December 2026.



Both financial assistance requests were reviewed by the city's financial advisors, Ehlers Public Finance Advisors. This comprehensive review included analysis of the construction budget, land acquisition, developer fees, financing, rental income, operating expenses and return on investment to ensure they were reflective of industry standards. The review also established that the financial assistance was necessary and met the but for tests included in the Wisconsin statutes.

Housing is an essential element in the revitalization of downtowns. Downtown housing will contribute to a strong flow of foot traffic to support retailers, services, restaurants, and other businesses. These properties will not only support the need for housing but have a positive economic impact on our downtown businesses.

PROJECT PLAN OBJECTIVES

The objectives of Tax Increment District Number Twelve as previously identified include:

- Eliminate blight and foster urban renewal through public and private investment.
- Enhance the development potential of private property within and adjacent to the district.
- Facilitate the relocation of land uses along the river that are no longer compatible to the economic restructuring of the River Edge Corridor.
- Further the objectives of the River Edge Trail Plan, Wausau MPO Bicycle and Pedestrian Plan,
- Improve housing within the central core.
- Promote retention, expansion, and attraction through the development of an improved area, thereby facilitating the creation of new jobs and increased tax base.
- Increase per capita income in the community.
- Strengthen the economic well-being and economic diversity of the Central Business District.
- Improve infrastructure such as streets, parking facilities and streetscape that supports commercial district.
- Provide appropriate financial incentives to encourage business expansion.
- Reduce the financial risk to the taxpayer by timing the implementation of the Project Plan with the creation of additional property value through business expansions.
- Maximize the districts' strategic location within the Central Business District and proximity to the Interstate Corridor.

SUMMARY OF FINDINGS

As required by s.66.1105 Wisconsin Stats., and as documented in this Project Plan and the related attachments contained and referenced herein, the following findings are made:

1. **That “but for” the creation of this District, the development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the city.** The creation of the district provided the suitable conditions to promote redevelopment. The conditions include site preparation, developer incentive payments, infrastructure, parking facilities, river edge development, aesthetic enhancements, pedestrian and bicycle accommodations and housing stock improvements. Based upon market and economic environment, the current conditions and use of the district and the financial challenges of redevelopment; the City has determined that redevelopment of the area will not occur solely because of private investment. Without the use of Tax Increment District Financing, redevelopment of the area is unlikely, and the area will continue to decline. The city also makes the determination that expenditures contemplated by this plan amendment are necessary to achieve the goals of the district including creation of new tax base, jobs, and other economic benefits. As noted above both development agreements were reviewed by the city’s independent financial advisors. Both financing plans were determined necessary for the project to occur. The City has entered into a development agreement with T.Wall contingent on the Project Plan amendment approval. The development agreement with S.C. Swiderski is under development after the Council authorized negotiations at their August 10th, 2022, meeting.
2. **The economic benefits of amending the district, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the costs of the improvements.** In making this determination, the city has considered the following information. As demonstrated in the Economic Feasibility Study and the Cash Flow Projections of this plan, tax increment is critical to the successful financial outcome. With these financial resources, the City will fund the necessary public infrastructure projects to attract and retain commercial enterprises that will increase jobs, income, and property values. In addition, these commercial enterprises will add value by eliminating blight and transform property use to its best and highest purpose. *Finding required by Wisconsin Statutes 66.1105(4m) (c) 1.b.*
3. **The benefits for the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.** Given that it is not likely that the District will achieve the objectives of its Project Plan without the continued support of tax increment district financing, and since the District is expected to generate additional economic benefits for the community, the City reasonably concludes that the overall additional benefits of the District outweigh the anticipated tax increments to be paid by the owners of the property in the overlying taxing jurisdictions. *Finding Required by Wisconsin Statute 66.1105(4m)(c)1.c.*
4. **The requirement for rehabilitation/conservation district.** Tax Increment District Number Twelve was created as a “Rehabilitation District” based on a finding that not less than 50%, by area of the real property within the district boundaries needs conservation or rehabilitation. This finding remains valid.
5. **Enhance Value.** The City finds that improvement of the area is likely to significantly enhance the value of the real property of the entire district. The project costs directly relate to the elimination of blight and will serve to rehabilitate the area consistent with purpose for creating the district.
6. **Compliance with Tax Increment District Limitations.** The project plan amendment is considered a subtraction. City has documented within the plan that the equalized value of taxable property proposed for addition and subtraction meet the definition of a district subtraction which is allowable even though the city exceeds the 12 percent of the total equalized value threshold.

7. **Complete Project Plan.** The City determines that the project plan amendment is complete and that the required documentation has been presented to the Joint Review Board.
8. **Other Limitations.** The city determines that less than 35% of the territory within the district will be devoted to retail business at the end of the district's maximum expenditure period, pursuant to Wisconsin Statutes 66.1105(5)(b) and 66.1105(6)(am)1.
9. **Orderly Development.** The City acknowledges and determines that proper planning has been conducted for the redevelopment of the mall and riverfront site. That these plans complement the original TID 12 plan and further other planning initiatives including the Comprehensive Plan, River Edge Plan and the MPO Bicycle and Pedestrian Plan and the North Downtown Area Master Plan which will result in the orderly development of the city.

PLAN IMPLEMENTATION AND FLEXIBILITY

The Project Plan must remain flexible to accommodate alternative proposals related to the size, design, and location of some of the public and private improvements and other expenditures planned for the project area. Flexibility in the means of financing the project costs and the timing for implementing project plan elements is incorporated into the plan by reference to allow the City to adapt to or capitalize upon changing conditions. This flexibility will help ensure that street, parking, sewer, water and other utility improvements and project cost expenditures are programmed in the most cost-effective manner. Similarly, various financing means which are not feasible today because of financial institutions lending practices, tax levy difficulties, grant availability, or other reasons, may be appropriate in the future as implementation proceeds.

Further, in accordance with Wisconsin Statutes Section 66.1105 (2)(f)1.n, the City will consider using tax increments to pay for project costs incurred for the territory that is located within a one-half mile radius of the district's boundaries and within the City limits.

All projects, expenses and financing outlined within a Tax Increment District require further consideration and approval by the Common Council. The Common Council generally approves infrastructure projects and other spending when the annual budget is approved or with a budget amendment. The method of financing the individual debt issues and any developer agreement commitments require Common Council approval. The City's annual budget includes an updated cashflow projection for each tax increment district which shows the long-term impact of spending decisions.

STATEMENT OF KIND, NUMBER AND LOCATION OF THE PROPOSED PROJECT COSTS, PUBLIC WORKS, AND IMPROVEMENTS WITHIN THE DISTRICT OR THE ½ MILE BUFFER ZONE

The proposed specific public works and project costs are detailed later in the plan amendment. The list included within the initial plan have not changed. The specific kind, number, location, and estimated costs are based upon preliminary plans and concepts. These may be modified as to kind, number, location, and costs allocated to the district at any time during project execution based on more definitive construction plans, studies, engineering work, developer needs, feasibility studies and construction plans without amendment of this plan. Any expenditure directly or indirectly related to the costs outlined below is considered "project costs" and eligible to be paid with tax increment revenues. Project costs will be diminished by any investment income, land sale proceeds, special assessments or other income generated.

1. **STREETS.** The city will construct and or reconstruct certain streets, alleys, access drives, and parking areas. Eligible project costs include, but are not limited to, excavation; removal or placement of fill; construction of road base; asphalt, concrete or brick paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts and catch basins; retaining walls; utility relocation and burying overhead utility lines; conventional or decorative street lighting; enhancement, construction or reconstruction of median areas; installation or replacement of traffic signals and traffic signs; pavement marking; right-of-way restoration and installation of fences, berms and landscaping and installation of pedestrian accommodations.
2. **PROPERTY ACQUISITION FOR DEVELOPMENT AND/OR REDEVELOPMENT.** To promote and facilitate development or redevelopment of both residential and commercial properties and to further the objective of blight elimination, the City may contribute to the acquisition of property. The cost of property acquired, and any costs associated with the transaction are eligible costs. Transactional costs include costs such as fee title, easements, appraisals, consultant, and broker fees, closing costs, surveying, and mapping. Following acquisition, other project costs may be incurred to make the project suitable for development/redevelopment. If total project costs incurred by the City to acquire and prepare the site for development/redevelopment exceed the revenues or other consideration received from the sale or lease of the property, the deficit amount shall be considered “real property assembly costs” as defined in State Statutes Section 66.1105(2)(f)1.c., and subject to recovery as an eligible project cost.
3. **ENVIRONMENTAL AUDITS AND REMEDIATION.** Any cost incurred by the City related to environmental audits, testing, and remediation is eligible project costs.
4. **DEMOLITION AND SITE WORK.** Development and redevelopment of the area may require site preparation such as demolition, grading, fill, construction of retaining walls and other activities related to modifying property to make it suitable for private sector development or redevelopment.
5. **ACQUISITION OR RIGHTS-OF-WAY.** The City may need to acquire property to allow for installation of street access, driveways, sidewalks, utilities, stormwater management practices, river edge development or other public infrastructure.
6. **ACQUISITION OF EASEMENTS.** The city may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices, river edge development or other public infrastructure.
7. **WATER, SEWER, AND STORMWATER IMPROVEMENTS** - to allow for development and/or redevelopment to occur the city may need to construct, alter, rebuild, or expand utility infrastructure. Eligible project costs would include but are not limited to the following: distribution and collection mains; manholes clean out and valves; hydrants; service laterals; interceptor sewers; stormwater infiltration, filtration, and detention; and all related appurtenances.
8. **ELECTRICAL SERVICE.** To assure a site is suitable for development or redevelopment, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines.
9. **GAS SERVICE.** To create sites suitable for development or redevelopment, the City may incur costs to provide, relocate or upgrade gas mains and services.
10. **COMMUNICATION INFRASTRUCTURE.** To create sites suitable for development or redevelopment, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to, telephone lines, cable lines and fiber optic cable.
11. **PARKING ENHANCEMENTS AND INFRASTRUCTURE.** The plan provides for the construction, reconstruction, and demolition of existing infrastructure if necessary. Parking infrastructure includes surface

parking lots and parking ramps, skywalks and related parking enforcement, metering, and revenue systems. This amendment includes improvements to the Sear's and Parking ramps necessary after the demolition of the mall.

12. **STREETSCAPING AND LANDSCAPING.** The city will provide landscaping and streetscape to improve the aesthetics and attract quality development.
13. **RIVER EDGE TRAIL EXPANSION AND ENHANCEMENTS.** The city may construct bike and pedestrian trails to the north as opportunities allow and improve existing infrastructure as necessary. These expenditures may occur anywhere along the trail so long as it is within the district boundaries or ½ mile buffer zone.
14. **CASH GRANTS AND DEVELOPMENT INCENTIVES.** The City may enter into development agreements with property owners or developers for the purpose of sharing costs and eliminating financing to encourage the desired kind of improvements, eliminate blight and assure sufficient tax base is generated to recover project costs. No cash grant will be provided until a development agreement is executed with the recipient of the cash grant. Funds may be provided in the form of a cash grant, forgivable loan, direct loan, loan guarantee or "Pay-As-You-Go" financing. Such funds may be provided at terms appropriate to, and as demonstrated to be required by the proposed economic development and or housing project. The T.Wall and S.C Swiderski development incentives are included in this plan amendment. Both incentives were determined to have met the but for test and are financed annually with increment generated from their project.
15. **PROFESSIONAL SERVICE.** Including but not limited to engineering, architectural, and legal services.
16. **STUDIES.** The City plans on commissioning studies related to further riverfront development and Scott Street properties located within the ½ mile boundaries of the district. Other studies may be deemed necessary to promote and plan for redevelopment.
17. **FINANCE COSTS –** Interest, financing and debt issuance costs, financial advisor fees are included as project costs.
18. **ADMINISTRATIVE COSTS.** These include but are not limited to a portion of the staff salaries associated with managing the project plan through implementation and termination. Accounting and legal fees associated with the management of the plan. Engineering, surveying, inspection, planning, community development, financial and legal are a sample of staff activities involved in managing these plans.

The plan is neither meant to be a budget nor an appropriation or commitment of funds for specific projects within the TID district. The plan does provide a framework for managing project expenditures and generating the revenue needed to balance those expenditures.

PROJECT COSTS LOCATED WITHIN 1/2 MILE OF THE DISTRICT BOUNDARIES

Project costs located within the ½ mile zone include:

- Parking Infrastructure
- Street Improvements
- Utility Improvements
- Planning studies

LIST OF ESTIMATED NON-PROJECT COSTS

There are no anticipated "non-project costs" associated with this Plan.

ANNEXED PROPERTY

There are no lands proposed for inclusion within the district that were annexed by the city on or after January 1, 2007.

CHANGES IN ZONING ORDINANCES

Current zoning within the boundaries of the plan area includes properties zoned MI(Medium Industrial); UMU (Urban Mixed Use) DPMU(Downtown Periphery Mixed Use) DRMU (Downtown High-Rise Mixed Use) DHMU (Downtown Historic Mixed-Use), PUD (Planned Unit Development), and RH-35 (Rural Holding). Changes in the zoning classification of specific properties will be considered in accordance with existing State laws, local ordinances and established procedures and will be likely initiated by private investment. The proposed additions are all zoned (PUD) Planned Unit Development.

CHANGES TO THE MASTER PLAN, MAP, BUILDING CODE, AND CITY ORDINANCES

No changes to the *City of Wausau Comprehensive Plan* are proposed as part of the Tax Increment District Number Twelve amendment. There are no proposed changes to building codes or other City ordinances for implementation of this. Plan amendment. Should changes be proposed later, statutory requirements would be followed, plan commission public hearings and the amended master plan would be publicly available.

RELOCATION

It is not anticipated there will be a need to relocate persons or businesses in conjunction with the plan amendment. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable Wisconsin Statutes Section chapter 32.

ORDERLY DEVELOPMENT OF THE CITY OF WAUSAU

The creation of TID #12 and implementation of the projects in this project plan amendment are consistent with the economic development goal identified in the *City of Wausau Comprehensive Plan* and with several of the objectives, policies, and economic development strategies established in that report. The planned projects will promote the orderly development of the City of Wausau. By creating well designed and strategically located areas for residential and business, land use conflicts and infrastructure deficiencies can be avoided. By providing financial incentives to stimulate private development projects, the City can ensure that economic growth continues to occur, thus offsetting the inevitable loss of jobs and incomes when economic conditions force the closure of employers in the community.

By utilizing the provisions of the Tax Increment Law, the City can increase property values through development projects that result in increased tax base. The creation of TID #12 will add to the tax and employment base of the community, will generate positive secondary impacts in the community through increased local disposable incomes, and improve public facilities in the community.

EQUALIZED VALUE TEST

This project plan boundary amendment is considered a subtraction by the State of Wisconsin. As such the 12% restriction does not apply to this amendment. The valuation test is provided as additional information only.

TID No.	Base Year	2022 TID Current Value	2022 TID Value Increment	2022 Total Muni Equalized Value	12% Test
003	1994	173,650,900	130,832,200		
006	2005	234,477,800	153,898,500		
007	2006	101,000,700	71,559,100		
008	2012	73,516,800	32,173,600		
009	2012	2,133,900	901,500		
010	2013	63,913,000	18,200,000		
011	2017	70,568,700	69,182,300		
012	2017	28,057,700	15,616,400		
Total		747,319,500	492,363,600	3,680,737,900	13.38

MAP SHOWING EXISTING USES AND CONDITIONS

The map, located on Page 13, shows the zoning of the parcels to be added which are compatible with a downtown district.

DISTRICT FINANCIAL PLAN, ECONOMIC FEASIBILITY STUDY AND FINANCING METHODS AND THE TIME WHEN COSTS OR MONETARY OBLIGATIONS RELATED ARE TO BE INCURRED

The plan provides the expected sequence of improvements and the related public expenditures and related issuance of debt. However public investment will be initiated by private investment to assure that there is sufficient increment within the district to fund debt retirement. The use of pay as you go financing of the developer assistance will mitigate the risk of unrealized value growth and the need to borrow funds upfront. In addition, annual deficits which may occur in the initial years of the district will be managed by interfund loans by the City's general fund and managed in compliance with the TID interfund loan policy adopted by the Common Council.

The information and exhibits contained in the plan demonstrate that the district as proposed will remain economically feasible insofar as:

- Since much of the plan involves financial assistance provided on a pay-as-you-go basis the City will need to issue limited debt for the project.
- The city has sufficient debt limit to complete the project.
- That the projected cash flows depend on minimal growth outside the two developments outlined to fund existing obligations and the proposed infrastructure projects.
- The development anticipated to occur generates sufficient tax increment.

The project plan assumes \$30,651,253, of new costs during the life of the district. Based upon the existing allocation of tax increment, the impact to the overlying jurisdictions over the life of the district is:

County	17.50%	\$4,963,324
City	38.56%	\$10,933,028
School	39.31%	\$11,146,328
Tech	4.63%	<u>\$3,608,574</u>
		\$30,651,253

AVAILABLE FINANCING METHODS

The City strives to complete projects in an efficient and effective manner while limiting interest expense. The developer gap financing will be funded as their project generates increment. This financial structure minimizes risk, city debt obligations and financial deficits of the district. In addition, the public infrastructure projects are expected to be financed with ten-year general obligation promissory notes. The interest rates of 5 % reflects the current market.

	2025 Infrastructure \$2,000,000 Principal 5%	2024 Infrastructure \$2,000,000 Principal 5%	2023 Infrastructure \$3,600,000 Principal 5%	Existing Issues	Total
2023				774,375	774,375
2024				775,410	775,410
2025			466,000	765,105	1,231,105
2026		260,000	466,000	758,475	1,484,475
2027	260,000	260,000	466,000	362,825	1,348,825
2028	260,000	260,000	466,000	363,515	1,349,515
2029	260,000	260,000	466,000	363,718	1,349,718
2030	260,000	260,000	466,000	363,560	1,349,560
2031	260,000	260,000	466,000	323,425	1,309,425
2032	260,000	260,000	466,000	323,305	1,309,305
2033	260,000	260,000	466,000	327,753	1,313,753
2034	260,000	260,000	466,000	326,755	1,312,755
2035	260,000	260,000		325,348	845,348
2036	260,000			323,520	583,520
TOTAL	\$2,600,000	\$2,600,000	4,660,000	6,477,089	\$16,337,089

ESTIMATE OF ADDITIONAL PROPERTY TO BE DEVOTED TO RETAIL BUSINESS

The City estimates that less than 35% of the territory within the District, as amended, will be devoted to retail business at the end of the District's maximum expenditure period. This finding is made to fulfill the reporting requirement as contained in Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)(1).

TAX INCREMENT PROJECTION WORKSHEET

	Swiderski Project	T Wall Project	Existing Increment	Total
2023			407,970	407,970
2024			450,000	450,000
2025		137,066	450,000	587,066
2026	199,522	458,723	450,000	1,108,245
2027	767,730	623,453	450,000	1,841,183
2028	767,730	629,687	450,000	1,847,417
2029	767,730	635,984	450,000	1,853,714
2030	767,730	642,344	450,000	1,860,074
2031	767,730	648,768	450,000	1,866,498
2032	767,730	655,255	450,000	1,872,985
2033	767,730	661,808	450,000	1,879,538
2034	767,730	668,426	450,000	1,886,156
2035	767,730	675,110	450,000	1,892,840
2036	767,730	681,861	450,000	1,899,591
2037	767,730	688,680	450,000	1,906,410
2038	767,730	695,567	450,000	1,913,297
2039	767,730	702,522	450,000	1,920,252
2040	767,730	709,548	450,000	1,927,278
2041	767,730	716,643	450,000	1,934,373
2042	767,730	723,809	450,000	1,941,539
2043	767,730	731,048	450,000	1,948,778
2044	767,730	738,358	450,000	1,956,088
2045	767,730	745,742	450,000	1,963,472
TOTAL	14,786,392	13,570,402	10,307,970	\$38,664,764

PROJECT COSTS

Category	Detail	1/2 Mile Boundary	
Streets	Washington St, 2nd St, 3rd St, 4th St, and Jackson St	X	\$3,800,000
Pedestrian Improvements	Sidewalks, Landscaping, Street Scape, Furnishings	X	828,000
Parking	Parking Penneys and Sears Improvements	X	725,000
Developer Incentives	T. Wall and S.C. Swiderski		20,077,000
Remediation and Consulting	Mall Street Grid Project	X	1,314,000
Utility Extensions and Improvements	Washington St, 2nd St, 3rd St, 4th St, and Jackson St	X	2,147,253
SubTotal			28,891,253
Interest and Financing Costs			1,660,000
Administrative Costs and Consulting Services			100,000
Total			\$30,651,253

PROJECTED DEVELOPER PAYMENTS

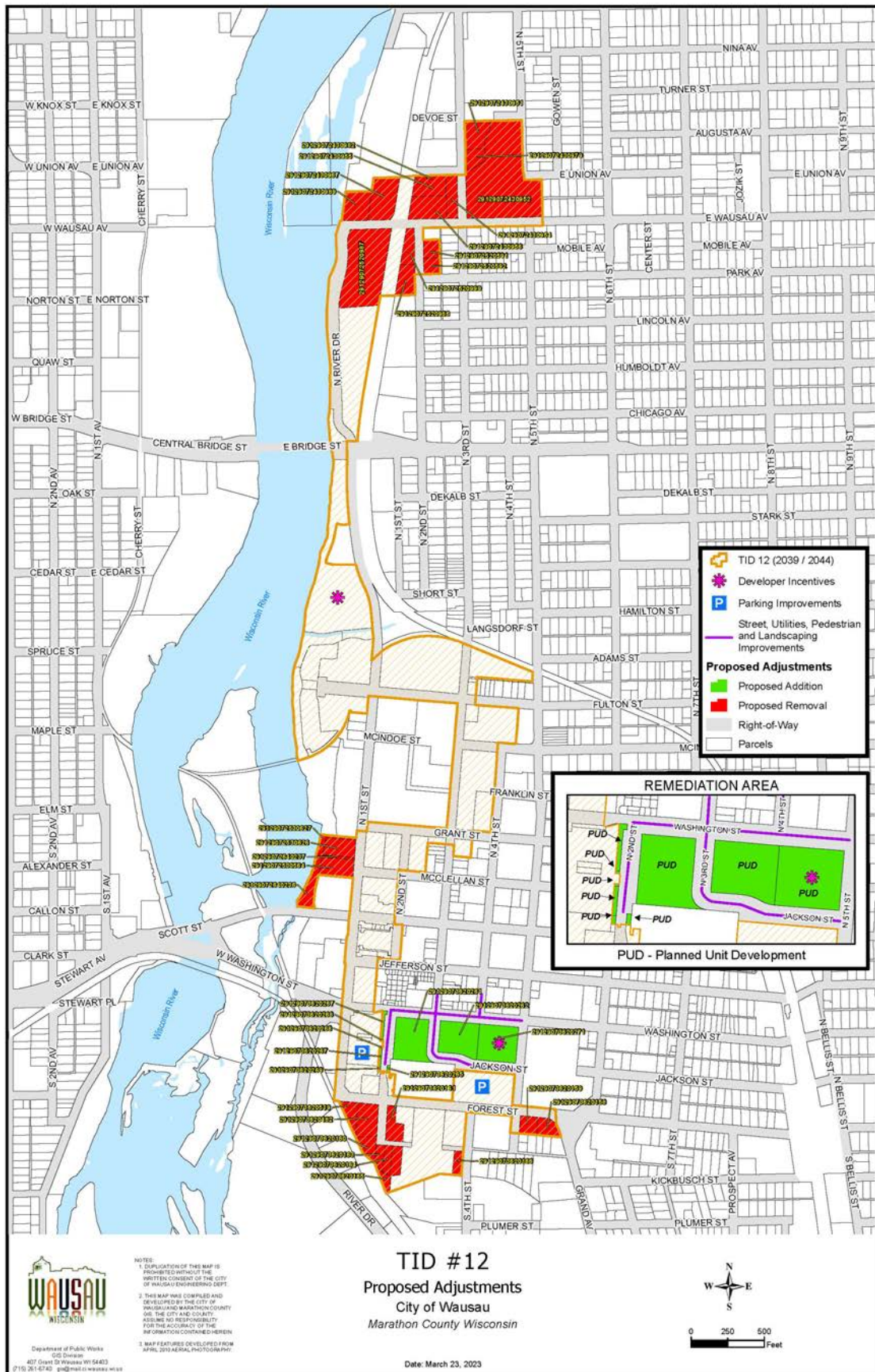
Year	Swiderski Project	TWall Project	Macondon	Riverlife	Woz	Total
2023			12,000	100,000	1,500,000	1,612,000
2024			12,000		627,219	639,219
2025		109,653	12,000			121,653
2026	179,570	366,978	12,000			558,548
2027	690,957	498,762	11,967			1,201,686
2028	690,957	503,750				1,194,707
2029	690,957	508,787				1,199,744
2030	690,957	513,875				1,204,832
2031	575,797	519,014				1,094,811
2032	575,797	524,204				1,100,001
2033	575,797	529,446				1,105,243
2034	575,797	534,741				1,110,538
2035	575,797	540,088				1,115,885
2036	575,797	545,489				1,121,286
2037	575,797	550,944				1,126,741
2038	575,797	556,453				1,132,250
2039	575,797	562,018				1,137,815
2040	575,797	567,638				1,143,435
2041	575,632	573,314				1,148,946
2042		579,048				579,048
2043		584,838				584,838
2044		590,686				590,686
2045		540,274				540,274
TOTAL	9,277,000	10,800,000	59,967	100,000	2,127,219	\$22,364,186

CASHFLOW

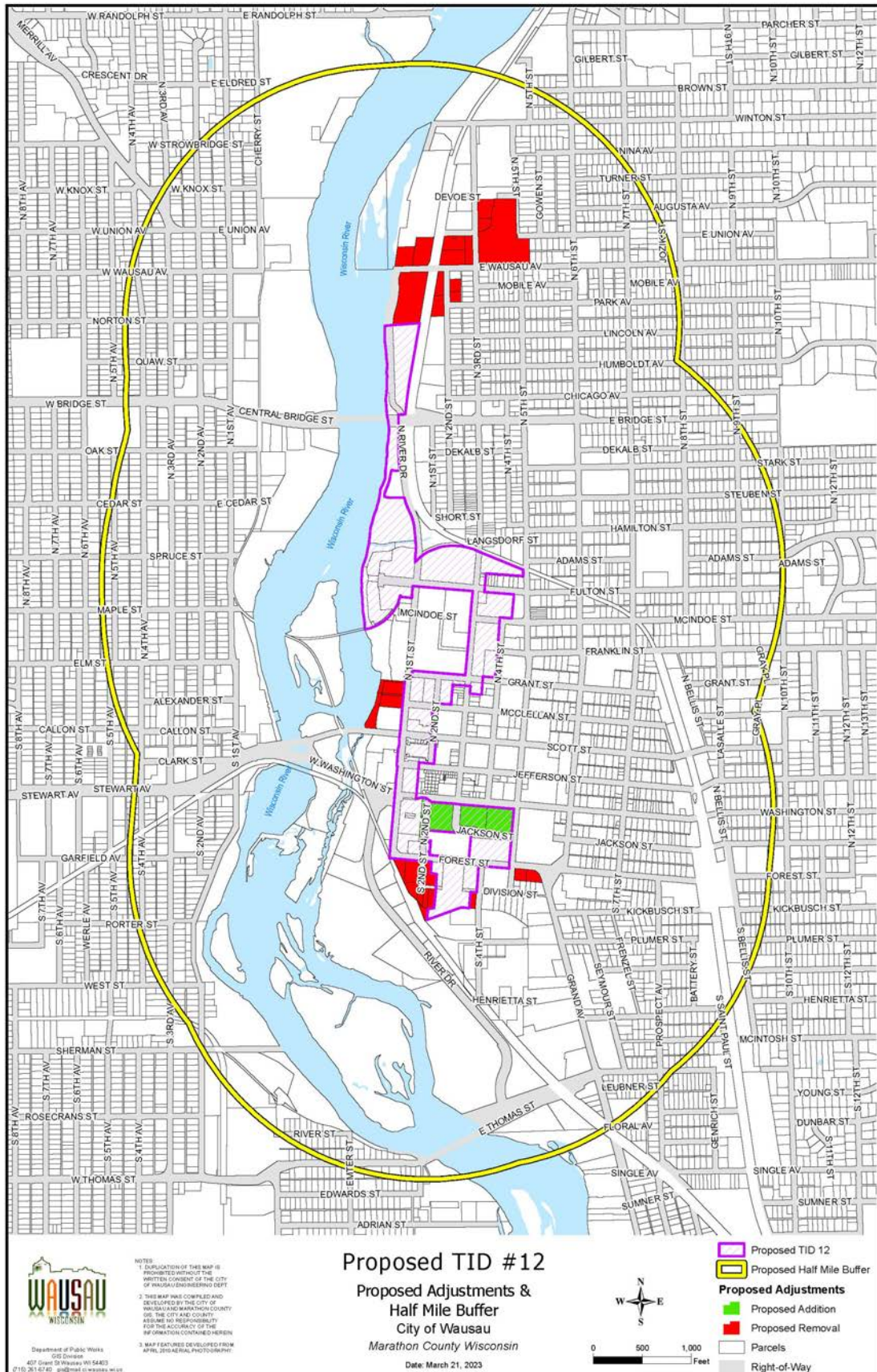
TAX INCREMENTAL DISTRICT NUMBER TWELVE CASH FLOW PROJECTION

	USES OF FUNDS				SOURCE OF FUNDS					
	Developer		Admin	Capital	Debt	Other	Tid 7	Tax	Annual Surplus	Cumulative
Year	Debt	Grant	Costs	Expenditures	Proceeds	Revenue	Increment	Increment	(Deficit)	Balance
ACTUAL										
2017	\$0		\$96,490	\$125,860					(\$222,350)	(\$222,350)
2018	38,681		17,793	88,015	4,005,000	11,768			3,872,279	3,649,929
2019	113,992	3,974,984	38,106	684,322		366,239			(4,445,165)	(795,236)
2020	143,553	12,974	29,945	455,051	320,000	57,819			(263,704)	(1,058,940)
2021	4,205,089	1,279,303	92,268	115,409	5,650,000	673			(41,396)	(1,100,336)
2022	121,265	115,537	127,396	626,768		45,577	278,414	323,071	(343,904)	(1,444,240)
ESTIMATED										
2023	774,375	1,612,000	130,000	3,600,000	3,600,000	400,000	1,865,293	407,970	156,888	(1,287,352)
2024	775,410	639,219	130,000	2,000,000	2,000,000		1,865,293	450,000	770,664	(516,688)
2025	1,231,105	121,653	130,000	2,000,000	2,000,000		1,865,293	587,066	969,601	452,913
2026	1,484,475	558,548	75,000	1,000,000			1,865,293	1,108,245	(144,485)	308,428
2027	1,348,825	1,201,686	11,150					1,841,183	(720,478)	(412,050)
2028	1,349,515	1,194,707	11,150					1,847,417	(707,955)	(1,120,005)
2029	1,349,718	1,199,744	11,150					1,853,714	(706,898)	(1,826,903)
2030	1,349,560	1,204,832	11,150					1,860,074	(705,468)	(2,532,371)
2031	1,309,425	1,094,811	11,150					1,866,498	(548,888)	(3,081,259)
2032	1,309,305	1,100,001	11,150					1,872,985	(547,471)	(3,628,730)
2033	1,313,753	1,105,243	11,150					1,879,538	(550,608)	(4,179,338)
2034	1,312,755	1,110,538	11,150					1,886,156	(548,287)	(4,727,625)
2035	845,348	1,115,885	11,150					1,892,840	(79,543)	(4,807,168)
2036	583,520	1,121,286	11,150					1,899,591	183,635	(4,623,533)
2037	-	1,126,741	11,150					1,906,410	768,519	(3,855,014)
2038	-	1,132,250	11,150					1,913,297	769,897	(3,085,117)
2039	-	1,137,815	11,150					1,920,252	771,287	(2,313,830)
2040	-	1,143,435	11,150					1,927,278	772,693	(1,541,137)
2041	-	1,148,946	11,150					1,934,373	774,277	(766,860)
2042	-	579,048	11,150					1,941,539	1,351,341	584,481
2043	-	584,838	11,150					1,948,778	1,352,790	1,937,271
2044	-	590,686	11,150					1,956,088	1,354,252	3,291,523
2045	-	540,274	11,150					1,963,472	1,412,048	4,703,571
TOTAL	\$20,959,669	27,746,984	\$1,078,848	\$10,695,425	\$17,575,000	\$882,076	\$7,739,586	\$38,987,835		

MAP OF BOUNDARY CHANGES, ZONING AND PROPOSED PROJECTS



MAP OF ½ MILE AREA SURROUNDING TAX INCREMENT DISTRICT NUMBER TWELVE



LIST OF PROPERTIES TO ADD AND SUBTRACT

REMOVALS

ORIGINAL PLAN

29129072430967
29129073620159
29129073620158
29129073620166
29129073620165
29129073620164
29129073620163
29129073620482
29129073620519
29129073620161
29129072530564
29129072640227
29129072530571
29129073620160
29129072520986
29129072520999
29129072520571
29129072430955
29129072430982
29129072430954
29129072430952
29129072430979
29129072430951
29129072430989
29129072430956
29129072520987

CURRENT PARCELS

29129072640236 & 29129072640237
29129072530626 & 29129072530627

29129072520591 & 29129072520592

ADDRESS

112 E Wausau Ave
503 Forest St
100 Grand Ave
202 S 4th
205 Division St
201 Division St
119 Division St
115 Forest St
101 Forest ST
201 Forest ST
520 N 1st St
8 Scott St
614 N 1st St
116 S 2nd St
1940 N 2nd St
2102 N 2nd St
2001 N 2nd St
203 E Union St
205 E Union St
200 E Wausau Ave
324 E Wausau Ave
2301 N 3rd St
2401 N 3rd St
106 E Wausau Ave
180 E Wausau Ave(M)
2001 N River Dr(M)

ADDITIONS

29129073620267
29129073620268
29129073620269
29129073620265
29129073620261
29129073620262
29129073620271

210 N 2nd St

168 N 2nd St
169 N 2nd St
201 Washington St
301 Washington St
411 Washington St

LEGAL DESCRIPTION OF THE DISTRICT

The land area for TID #12 includes the following:

CITY OF WAUSAU
TAX INCREMENTAL DISTRICT NO. 12
(Revised April 2023)

Part of the NW ¼ and part of the SW ¼, Section 25, part of Governments Lots 5 and 6, Section 26, part of Government Lot 5, Section 35, and part of Government Lot 1, Section 36, all in Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northeast corner of the Certified Survey Map recorded in the office of Register of Deeds for Marathon County in Volume 2 of Certified Survey Maps on Page 200, the point of beginning;

Thence S04°50'W, along the Easterly line of said Certified Survey Map and along the Westerly right-of-way of N. 1st Street, to the Southerly right-of-way of Forest Street; thence Easterly, along said Southerly right-of-way, to the Easterly line of Certified Survey Map Number 4162 recorded in the office of Register of Deeds for Marathon County in Volume 15 of Certified Survey Maps on Page 160; thence Southerly, along said Easterly line, to the Southerly line of Parcel Two of the Certified Survey Map Number 33 recorded in the office of Register of Deeds for Marathon County in Volume 1 of Certified Survey Maps on Page 33; thence N69°44'48"E, along said Southerly line of Parcel Two, 362.88 feet; thence S87°47'30"E, along said Southerly line, 35.80 feet; thence S75°37'18"E, along said Southerly line, 51.44 feet to the East line of said Parcel Two; thence Northerly, along said East line, 186.33 feet to the South right-of-way of Division Street; thence East, along said South right-of-way, to the Westerly right-of-way of S. 4th Street; thence Northerly, along said Westerly right-of-way, to the Southerly right-of-way of Forest Street; thence Easterly, along said Southerly right-of-way, to the Westerly right-of-way of S. 5th Street; thence North, to the intersection of the North right-of-way of Forest Street and the Westerly right-of-way of N. 5th Street; thence Northerly, along said Westerly right-of-way, to the Southerly right-of-way of Washington Street; thence Westerly, along said Southerly right-of-way, to the Easterly right-of-way of N. 2nd Street; thence Northwesterly, to the intersection of the Westerly right-of-way of N. 2nd Street and the Southerly right-of-way of Washington Street; thence Westerly, along said Southerly right-of-way, to the Easterly line of the parcel described in Document Number 1593566 recorded in the Register of Deeds for Marathon County, extended Southerly; thence Northerly, along said Easterly line extended Southerly and along said Easterly line and along said Easterly line extended Northerly, to the Northerly right-of-way of Jefferson Street; thence Easterly, along said Northerly right-of-way, to the Easterly right-of-way of N. 2nd Street; thence Northerly, along said Easterly right-of-way, to the Southerly right-of-way of Scott Street; thence Westerly, along said Southerly right-of-way, to the Westerly right-of-way of N. 2nd Street; thence Northerly, along said Westerly right-of-way, to the Northerly right-of-way of McClellan Street; thence Easterly, along said Northerly right-of-way, to the Easterly line of Lot 1 of Certified Survey Map Number 13137 recorded in the office of Register of Deeds for Marathon County in Volume 57 of Certified Survey Maps on Page 74; thence N04°38'07"E, along said Easterly line, to the Southerly line of Certified Survey Map Number 3413 recorded in the office of Register of Deeds for Marathon County in Volume 13 of Certified Survey Maps on Page 8; thence N90°00'E, along said Southerly line and along said Southerly line extended Easterly, to the Easterly right-of-way of N. 3rd Street; thence Southerly, along said Easterly right-of-way, to the Southerly line of Lot 8, Block 3, McIndoe and Shutters Addition; thence Easterly, along said Southerly line and along the Southerly line of Lot 7, said Block 3, 120 feet to the Easterly line of said Lot 7; thence Northerly, along said Easterly line and along said Easterly line extended Northerly, 186 feet

to the Northerly right-of-way of Grant Street; thence Easterly, along said Northerly right-of-way, to the Westerly right-of-way of N. 4th Street; thence Northerly, along said Westerly right-of-way, to the Northerly right-of-way of McIndoe Street; thence Easterly, along said Northerly right-of-way, to the Easterly line of Lot 6, Block 17, Stewart, Parcher and Manson's Addition; thence Northerly, along said Easterly line and along the Easterly line of Lot 9, said Block 17, 240 feet to the Southerly right-of-way of Fulton Street; thence Westerly, along said Southerly right-of-way, to a line 1 foot Easterly of and parallel with the Easterly line of Lot 1, Block 18, Stewart, Parcher, and Manson's Addition, said Section 25; thence Northerly, along said parallel line, to the Southerly line Lot 2 of Certified Survey Map Number 017279 recorded in the office of Register of Deeds for Marathon County in Volume 82 of Certified Survey Maps on Page 77; thence $S85^{\circ}35'03''E$, along said Southerly line, to the Easterly line of said Lot 2; thence $N00^{\circ}10'38''W$, along said Easterly line, 64.93 feet to the Northerly line of said Lot 2; thence $N67^{\circ}32'08''W$, along said Northerly line, 453.47 feet to the Westerly line of said Lot 2; thence Northwesterly, to the Northeast corner Lot 1 of Certified Survey Map Number 5761 recorded in the office of Register of Deeds for Marathon County in Volume 21 of Certified Survey Maps on Page 79; thence Westerly, along the Northerly line of said Lot 1 and said Northerly line extended Westerly, to the Westerly right-of-way of N. River Drive; thence Northerly, along said Westerly right-of-way, to the Southerly line Lot 1 of Certified Survey Map Number 017367 recorded in the office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24; thence Westerly, along said Southerly line, to the Westerly line of said Lot 1; thence Northerly, along said Westerly line, to the Northerly line of said Lot 1; thence Easterly, along said Northerly line, to said Westerly right-of-way of N. River Drive; thence Northerly, along said Westerly right-of-way, to the Northerly right-of-way of Bridge Street; thence Easterly, along said Northerly right-of-way, to the Westerly Railroad right-of-way of the Chicago, Milwaukee, St. Paul, and Pacific Railroad; thence Northerly, along said Westerly Railroad right-of-way, to the Southerly line Parcel 1 of Certified Survey Map Number 12726 recorded in the office of Register of Deeds for Marathon County in Volume 55 of Certified Survey Maps on Page 44; thence Westerly, along said Southerly line and along said Southerly line extended Westerly, to the Easterly line of the Wisconsin River; thence Southerly, along said Easterly line, to the Southeasterly line of the abandoned Railroad right-of-way described in Document Number 1287462 recorded in the Register of Deeds for Marathon County; thence Northeasterly, along said Southeasterly line, to the Northerly-most line of Lot 1 of Certified Survey Map Number 15024 recorded in the office of Register of Deeds for Marathon County in Volume 67 of Certified Survey Maps on Page 106; thence $S78^{\circ}52'21''E$, along said Northerly-most line, to the Easterly line of said Lot 1; thence $S11^{\circ}07'37''W$, along said Easterly line, to the Southerly line of Certified Survey Map Number 3818 recorded in the office of Register of Deeds for Marathon County in Volume 14 of Certified Survey Maps on Page 116; thence $S89^{\circ}43'25''E$, along said Southerly line, 114.60 feet to the Westerly right-of-way of N. 1st Street; thence Northerly, along said Westerly right-of-way, to the Southerly right-of-way of Fulton Street, extended Westerly; thence Easterly, along said Southerly right-of-way extended Westerly and along said Southerly right-of-way, to the Westerly right-of-way of N. 3rd Street; thence Southerly, along said Westerly right-of-way, to the Northerly right-of-way of Grant Street; thence Westerly, along said Northerly right-of-way, to the Easterly right-of-way of N. 1st Street; thence Southerly, along said Easterly right-of-way extended Southerly, to the Southerly right-of-way of Grant Street; thence Westerly, along said Southerly right-of-way extended Westerly, to the Westerly right-of-way of N. 1st Street; thence Southerly, along said Westerly right-of-way, to the Northerly right-of-way of W. Washington Street; thence Southerly, to said Northeast corner of the Certified Survey Map Number 450 recorded in the office of Register of Deeds for Marathon County in Volume 2 of Certified Survey Maps on Page 200, the point of beginning;

except;

Lot 6 of Alexander Davis Plat, said Government Lot 1, Section 36.

RESOLUTION OF THE COMMON COUNCIL

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

RESOLUTION OF THE PLAN COMMISSION, ECONOMIC DEVELOPMENT AND FINANCE COMMITTEES

Approving the Boundaries and Project Plan for Amendment Two to Tax Incremental Financing District Number 12, City of Wausau (TID #12)

Committee Action: Plan Commission
Finance Committee
Economic Development Committee

Fiscal Impact: The project plan is a territory subtraction and project plan additions

File Number: 17-0716

Date Introduced: April 25, 2023

WHEREAS, the City of Wausau has followed a policy of promoting business, community amenities, and industrial development activities and improving infrastructure within the City; and

WHEREAS, the City's Economic Development strategy focuses on the attraction, retention and sustainability of business, community amenities, and industrial development activities and improving infrastructure to increase the property tax base and add new jobs; and

WHEREAS, Tax Increment District Number Twelve was created by the city in July 18, 2017; and

WHEREAS, the City now desires to amend the Project Plan and boundaries of the district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the Tax Increment Law); and

WHEREAS, such amendment subtraction will cause territory to be removed and added to the district providing for opportunities for additional private development and redevelopment; and

WHEREAS, the original Project Plan and the plan amendment for the district has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the district, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1. k. and 66.1105(2)(f)1.n., outside of the district.
- b. An economic feasibility study.
- c. A detailed list of estimated projects costs.
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred.
- e. A map showing existing uses and conditions of real property in the district amendment area.
- f. A map showing proposed improvements and uses in the district.
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances.
- h. A list of estimated non-project costs.
- i. A statement of the proposed plan for relocation of any persons to be displaced.
- j. A statement indicating how the amendment of the district promotes the orderly development of the City.
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

WHEREAS, prior to publication of the public hearing notice, a copy of said notice was sent to the Superintendent of the Wausau School District, the President of Northcentral Technical College, and the Marathon County Administrator; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on April 18th, 2023 held a public hearing concerning the proposed amendment to the Project Plan and boundaries of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the amended district, adopted the Project Plan, and recommended to the Common Council that it amend the Project Plan and boundaries for the District.

WHEREAS, the Finance Committee and Economic Development Committee have reviewed the plan and concur with the summary of findings as required by Wisconsin Statute 66.1105(4m) (c) including:

- That development projected to occur would not occur or would not occur in the manner, at the values, or within the timeframe desired by the city without the plan amendment,
- That the economic benefits of amending the district, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements,
- That the benefits of the plan outweigh the anticipated tax increments to be paid by the property owners in the overlying taxing jurisdictions.

WHEREAS, the Finance Committee and the Economic Development Committee of the City of Wausau has recommended, the amended plan boundary changes and related project plan amendment; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, under the powers granted by the authority of the Tax Increment Law approves the amendment and makes the following findings:

1. That the territory described and shown on in the Project Plan Amendment Two is hereby included in the amended boundaries of Tax Incremental District Number Twelve, City of Wausau.
2. That the Project Plan Amendment Two is consistent with the original classification of the district and the district remains a rehabilitation district.
3. That the improvement of the area is likely to significantly enhance the value of other real property in the district.
4. That the project costs directly serve to promote rehabilitation and conservation consistent with the purpose for which the district was created.
5. That the project plan is feasible and in conformity with the City's master plan.
6. That the district territory amendment is considered a subtraction. The subtraction is achieved when the creation values of parcels subtracted exceed the current values of parcels added.
7. That the property added to the district is not annexed property as defined within the Tax Increment law.
8. That the project plan is feasible and in conformity with the City's master plan.
9. That the project plan for the development of the property in the area included in Amendment Two of Tax Incremental District Number Twelve is approved and adopted and that the plan is feasible and in conformity with the City's community and economic development objectives.
10. That the effective date of territory amendment will be January 1, 2023.
11. That the City estimates that less than 35% of the territory within the district, as amended, will be devoted to retail business at the end of the District's maximum expenditure period pursuant to Wisconsin Statutes Section 66.1105(5)(b) and 66.1105(6) (am)1.

12. That the City estimates that at least 50%, by area, of the real property within the district needs rehabilitation or conservation work.
13. That the appropriate City officials shall provide the Joint Review Board with the information needed to prepare findings relative to approving the boundaries of the district and the project plan.
14. That the City Clerk, City Treasurer, and City Assessor shall complete and submit the necessary forms to the Wisconsin Department of Revenue as may be required by that agency to formally approve the boundaries of Amendment Two to Tax Incremental District Number Twelve and the project plan.

Approved:

Katie Rosenberg Mayor

RESOLUTION OF THE JOINT REVIEW BOARD

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

RESOLUTION OF THE JOINT REVIEW BOARD	
Approving the Project Plan Amendment Two of Tax Incremental Financing District Number 12, City of Wausau (TID # 12)	
File Number:	Date Introduced: X/X/2023

WHEREAS, the City of Wausau, Marathon County, Wisconsin seeks authorization to amend the project plan for Tax Increment District Number Twelve, (the "District"); and

WHEREAS, this plan has received the necessary approvals by the Wausau Plan Commission and Common Council; and

WHEREAS, Wisconsin Statutes, Section 66.1105 requires that a Joint Review Board, (the "Board") shall convene no later than 45 days after receipt of the council approval to consider the proposed plan amendment; and

WHEREAS, the Board has reviewed the Project Plan amendment presented by the City of Wausau attached to this resolution; and

WHEREAS, the Board has evaluated the Project Plan amendment based upon the criteria established in Wisconsin Statutes, Section 66.1105(4m) (c)1. and found the following to be true.

- The development projected to occur would not occur or would not occur in the manner, at the values, or within the timeframe desired by the city without the plan amendment,
- The economic benefits of amending the district, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements,
- The benefits of the plan outweigh the anticipated tax increments to be paid by the property owners in the overlying taxing jurisdictions.

NOW, THEREFORE, BE IT RESOLVED by the Joint Review Board of the City of Wausau that the Project Plan Amendment Number Two for the City of Wausau Tax Increment District Number Twelve be approved,

BE IT FURTHER RESOLVED, that this executed resolution be signed by at least three members of the Board and submitted to the City of Wausau no later than seven days after Board action.

Passed and Approved on TBD

City of Wausau Tax Increment District Number Twelve
Joint Review Board Members

Representing

City of Wausau

Citizen Member

Marathon County

Northcentral Technical College

Wausau School District

T.WALL FINANCIAL PROJECTIONS



MEMORANDUM

TO: Liz Brodek – Development Director
 FROM: Keith Dahl – Ehlers
 DATE: September 7, 2022
 SUBJECT: T. Wall Enterprises Tax Increment Financing Request and Recommendation

The City received a financial assistance request from T. Wall Enterprises (the "Developer") to construct a mixed-use apartment building on the southwest corner at the intersection of Washington Street and North 3rd Street. The Developer requested a Municipal Revenue Obligation (MRO) Note in the principal amount of \$6,200,000 to construct a 154-unit apartment and 17,520 square feet of commercial space (the "Project"). The Project would consist of studio, 1, 2, and 3-bedroom units with seven commercial tenant spaces. Construction is proposed to start this fall with an anticipated development cost slightly over \$48 million or \$312,095 per unit.

This memo has been prepared by Ehlers, at the request of the City, in conjunction with a review of the Project, specifically the budget and pro forma based on general industry standards for construction, land acquisition, and project costs; as well as to ensure that all development costs, rental revenues, and expenditures have been appropriately accounted for and considered. General industry standards for purposes of this memo were determined by review of similar projects within Minnesota and Wisconsin over the last two years.

Based on our review, the requested assistance is more than what is necessary for the project to become financially feasible. We've concluded an MRO Note in the principal amount of \$6,000,000 is supported for the Project. The tables below provide a synopsis of the sources and uses for the Project with the supported amount of public assistance.

SOURCES			
	Amount	Pct.	Per Unit
First Mortgage	28,972,000	60.3%	188,130
MRO Note	6,000,000	12.5%	38,961
Equity	13,090,573	27.2%	85,004
TOTAL SOURCES	48,062,573	100%	312,095

USES			
	Amount	Pct.	Per Unit
Acquisition Costs	500,000	1.0%	3,247
Construction Costs	39,658,478	82.5%	257,523
Professional Services	1,399,307	2.9%	9,086
Financing Costs	2,684,035	5.6%	17,429
Developer Fee	2,403,128	5.0%	15,605
Cash Accounts/Escrows/Reserves	1,417,625	2.9%	9,205
TOTAL USES	48,062,573	100%	312,095

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Pro Forma Analysis:

1. **Financing** – The Developer intends to finance the Project with a first mortgage that is approximately 60% of total development costs. Based on current underwriting conditions and lender sizing constraints, the Developer appears to be maximizing its first mortgage debt. The remaining balance of the total development costs would be covered by equity and a privately financed MRO Mortgage. The proposed financing meets our expectations for a project of its nature.
2. **Total Development Costs (TDC)** – The TDC is approximately \$48 million or \$312,095 per unit. Under current market conditions, similar projects have generally ranged between \$270,000 and \$350,000 per unit so the costs are in line with what we would expect under current market conditions. In addition, the per unit metric referenced does not deduct the cost of commercial space. The total residential development cost is approximately \$43.2 million or \$280,240 per unit.
3. **Acquisition Costs** – While the purchase agreement between the owner of land and the Developer is \$1,000,000, the land acquisition cost is structured as a partially forgiven Seller Loan with a 2.00% interest rate and a balloon repayment five years from closing on the property. Upon construction completion of the Project, \$600,000 of the acquisition cost is forgiven. Thus, we analyzed the acquisition cost being \$500,000, or \$3,247 per unit. Similar developments have ranged between \$7,500 to \$15,000 per unit. It appears the land acquisition cost is below the typical range since the land is not being appraised on an income approach or highest and best. The lower acquisition cost benefits the overall financial feasibility of the Project.
4. **Developer Fee** – The proposed developer fee was \$2,993,353 or 6.1% of TDC. For developments requesting City assistance, we'd expect to see a developer fee between 3% to 5%. We reduced the developer fee to 5% of TDC or \$2,403,128 for analysis purposes in determining the supportable amount of public assistance.
5. **Residential Rents** – Proposed market rate rents range between \$800 per month for the smallest studio unit to \$2,879 per month for a 3-bedroom unit. On a per square foot basis, market rate rents range between \$1.88 to \$2.25, averaging \$1.99. Based on review of a CoStar multi-family market report for Wausau and the surrounding area, the proposed rents appear to be reasonable. On an average per square foot basis, other market rate apartments built within the last two years ranged between \$1.64 and \$2.12.
6. **Commercial Rent** – The commercial rents will be structured as triple net leases, meaning the tenant is responsible for paying their respective expenses of the property including property taxes, insurance, and maintenance. The commercial rent that will be collected by the Developer will be \$23.00 per square foot for the restaurant tenant, \$19.00 per square foot for the smaller retail spaces, and \$17.00 per square foot for the larger retail spaces. The proposed triple net rents appear to be reasonable for the market. Other retail spaces built within the last two years in Wausau and the surrounding area have triple net lease rates ranging between \$15.00 and \$25.00 per square foot.



7. **Operating Expenses** – The operating expenses on a per unit basis are \$1,957, which is well below the typical market range of \$3,500 to \$4,500 per unit per year. Please note that this per unit expense is before management fees, property taxes, and replacement reserves. While lower than the typical range, the management fee is 6% of the effective gross income (EGI) of the Project. The typical range for management fees range between 3% to 5% of EGI. It appears the lower operating costs before management fees, property taxes, and replacement reserves is reasonable when you factor in the higher management fee.

Available Tax Increment:

The Project is currently contemplated to be located within the City's Tax Increment District (TID) #12 after boundary amendments. In consultation with the City Assessor, it is estimated the market value of the Project will be \$24,520,000 (\$145,000 per residential unit and \$125 per commercial square foot). Based on the estimated market value, it is projected the Project will generate over \$623,450 of annual tax increment. Based upon an annual 1.00% inflation factor, 80% of tax increment being available to the Developer, and a financing rate of 5.50%, the Project could support an MRO Mortgage in the maximum principal amount of \$6,000,000 over a 21-year term (remaining number of years for the TID). In total, principal and interest, public assistance to the Project would be \$10,800,000.

This would leave 20% of the annually collected tax increment available to the City over the remaining term of the TID to reimburse for upfront project expenditures and ongoing administrative costs related to the TID. In total, the future value sum collected by the City over 21 years could be approximately \$2,803,718. Attached for reference is a cashflow projection.

Projected Return on Investment:

As part of this analysis, we want to ensure that any public assistance in the project does not result in a return on investment greater than what is typical within the industry. Return on investment (ROI) is a performance measure used to evaluate development projects. There are a few common metrics used; however, the Developer has stated they would like to achieve a 10% average annual cash-on-cash (COC). A typical COC return may range between 9 - 11%.

Average annual COC calculates annual net cash flow against the initial equity investment without consideration of market fluctuations on a future sale value. The calculation is simply net cash flow (after debt service) divided by the total amount of equity invested. Based on current estimates over 21-years, the Developer would achieve a 9.7% average annual COC return in the final year of tax increment assistance.

Recommendation:

Based on our review of the Developer's pro forma and under current market conditions, the Project may not reasonably be expected to occur solely through private investment within the near future. The cost associated with development of the Project is only feasible, in part, through public financial assistance from the City. We conclude an MRO Note in the principal amount of \$6,000,000 with an interest rate the lesser of 5.50% or the Developer's actual rate of financing, and payable from 80% of the available tax increment over an anticipated term of 21 years is supported for this project. In total, principal and interest, public assistance to the Project would be \$10,800,000.

Please contact Keith Dahl at 651-697-8500 with any questions.

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City of Wausau

TID 12

Cash Flow Projection

Year	Projected Revenues			Expenditures			Balances	
	Tax Increments	Other Revenue	Total Revenues	MRO 10,800,000 Dated Date: TBD 80% Increment	Remaining Increment - 20%	Total Expenditures	Annual	Cumulative
2024	0	0	0		0	0	0	0
2025	137,066		137,066	109,653	27,413	137,066	0	0
2026	458,723		458,723	366,978	91,745	458,723	0	0
2027	623,453		623,453	498,762	124,691	623,453	0	0
2028	629,687		629,687	503,750	125,937	629,687	0	0
2029	635,984		635,984	508,787	127,197	635,984	0	0
2030	642,344		642,344	513,875	128,469	642,344	0	0
2031	648,768		648,768	519,014	129,754	648,768	0	0
2032	655,255		655,255	524,204	131,051	655,255	0	0
2033	661,808		661,808	529,446	132,362	661,808	0	0
2034	668,426		668,426	534,741	133,685	668,426	0	0
2035	675,110		675,110	540,088	135,022	675,110	0	0
2036	681,861		681,861	545,489	136,372	681,861	0	0
2037	688,680		688,680	550,944	137,736	688,680	0	0
2038	695,567		695,567	556,453	139,113	695,567	(0)	(0)
2039	702,522		702,522	562,018	140,504	702,522	(0)	(0)
2040	709,548		709,548	567,638	141,910	709,548	(0)	(0)
2041	716,643		716,643	573,314	143,329	716,643	(0)	(0)
2042	723,809		723,809	579,048	144,762	723,809	0	(0)
2043	731,048		731,048	584,838	146,210	731,048	0	(0)
2044	738,358		738,358	590,686	147,672	738,358	(0)	(0)
2045	745,742		745,742	527,772	217,969	745,742	(0)	(0)
Total	13,570,402	0	13,565,596	10,800,000	2,803,718	13,605,380		Total

S.C. SWIDERSKI FINANCIAL PROJECTIONS



MEMORANDUM

TO: Randy Fifrick – Economic Development Manager
FROM: Keith Dahl - Ehlers
DATE: March 27, 2023
SUBJECT: S.C. Swiderski Tax Increment Financing Request and Recommendation

The City received a financial assistance request from S.C. Swiderski, LLC (the “Developer”) to construct a mixed-use apartment building on approximately 2 acres of land located at 1200 North River Drive. The Developer requested a Municipal Revenue Obligation (MRO) Note in the principal amount of \$7,245,780 to construct a 200-unit apartment and 3,099 square feet of commercial space (the “Project”). The Project would consist of studio, 1, 2-bedroom units with two commercial tenant spaces. Construction is proposed to start in 2024 with an anticipated development cost slightly over \$51.8 million or \$259,151 per unit.

This memo has been prepared by Ehlers, at the request of the City, in conjunction with a review of the Project, specifically the budget and pro forma based on general industry standards for construction, land acquisition, and project costs; as well as to ensure that all development costs, rental revenues, and expenditures have been appropriately accounted for and considered. General industry standards for purposes of this memo were determined by review of similar projects within Minnesota and Wisconsin over the last two years.

Based on our review, the requested assistance is more than what is necessary for the project to become financially feasible. We’ve concluded an MRO Note in the principal amount of \$5,490,000 repaid over an anticipated term of 16 years is supported for the Project. Note: the total amount of tax increment paid over 16 years would be \$9,277,000. The tables below provide a synopsis of the sources and uses for the Project with the supported amount of public assistance.

SOURCES			
	Amount	Pct.	Per Unit
First Mortgage	36,294,490	70.0%	181,472
MRO Note	5,490,000	10.6%	27,450
Equity	10,045,662	19.4%	50,229
TOTAL SOURCES	51,830,152	100%	259,151

USES			
	Amount	Pct.	Per Unit
Acquisition Costs	400,000	0.8%	2,000
Construction Costs	44,222,480	85.3%	221,112
Professional Services	3,257,441	6.3%	16,287
Financing Costs	1,450,231	2.8%	7,251
Developer Fee	2,500,000	4.8%	12,500
TOTAL USES	51,830,152	100%	259,151

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7. **Operating Expenses** – The operating expenses on a per unit basis before management fees, property taxes, and replacement reserves are \$2,846, which is well below the typical market range of \$3,500 to \$4,500 per unit per year. However, reviewing the total operating expense ratio – operating expenses divided by effective gross income (EGI) – its approximately 37%. Generally, we see the total operating expense ratio range between 30% – 40%. The operating expenses do not appear to be out of line.

Available Tax Increment:

The Project is located within the City's Tax Increment District (TID) #12. In consultation with the City Assessor, it is estimated the market value of the Project will be \$29,387,375 (\$145,000 per residential unit and \$125 per commercial square foot). Based on the estimated market value, it is projected the Project will generate over \$767,730 of annual tax increment. Based upon, 90% of tax increment being available to the Developer in years 1 – 5, 75% of tax increment being available to the Developer in years 6 – 16, and a financing rate of 6.00%, the Project could support an MRO Mortgage in the maximum principal amount of \$5,490,000 over a 16-year term. In total, public assistance to the Project would be \$9,277,000.

This would leave 10% of the annually collected tax increment available to the City in years 1 – 5, 25% in years 6 – 16 and 100% in the final 4 years of the TID. In total, the future value sum collected by the City over 20 years is estimated to be approximately \$5,530,000. Attached for reference is a cashflow projection.

Projected Return on Investment:

As part of this analysis, we want to ensure that any public assistance in the project does not result in a return on investment greater than what is typical within the industry. Return on investment (ROI) is a performance measure used to evaluate development projects. There are a few common metrics used; however, the typical industry standard is to achieve a 10% average annual cash-on-cash (COC) though this may range between 9 – 11%.

Average annual COC calculates annual net cash flow against the initial equity investment without consideration of market fluctuations on a future sale value. The calculation is simply net cash flow (after debt service) divided by the total amount of equity invested. Based on current estimates over 16-years, the Developer would achieve a 9.7% average annual COC return.

Recommendation:

Based on our review of the Developer's pro forma and under current market conditions, the Project may not reasonably be expected to occur solely through private investment within the near future. The cost associated with development of the Project is only feasible, in part, through public financial assistance from the City. We conclude an MRO Note in the principal amount of \$5,490,000 is supported for this project. In total the public assistance to the Project would be \$9,277,000.

Please contact Keith Dahl at 651-697-8500 with any questions.

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City of Wausau

TID 12 (S.C. Swiderski)

Development Assumptions

Construction Year		S.C. Swiderski Development ¹	Annual Total	Construction Year	
1	2017	0	0	2017	1
2	2018	0	0	2018	2
3	2019	0	0	2019	3
4	2020	0	0	2020	4
5	2021	0	0	2021	5
6	2022	0	0	2022	6
7	2023	0	0	2023	7
8	2024	7,637,375	7,637,375	2024	8
9	2025	21,750,000	21,750,000	2025	9
10	2026		0	2026	10
11	2027		0	2027	11
12	2028		0	2028	12
13	2029		0	2029	13
14	2030		0	2030	14
Totals		29,387,375	29,387,375		

Notes:

¹Construction to start in 2024 with 25% of the 200 unit apartment complex valued at \$145,000 per unit completed in 2024, along with the 3,099 square foot retail space valued at \$125 per square foot. The remaining 75% of the apartment complex would come on line by the end of 2025.



City of Wausau									
TID 12 (S.C. Swiderski)									
Tax Increment Projection Worksheet									
Type of District	Rehabilitation				Base Value	0			
District Creation Date	July 15, 2017				Appreciation Factor	0.00%			
Valuation Date	Jan 1, 2017				Base Tax Rate	\$26.12			
Max Life (Years)	27				Rate Adjustment Factor				
Expenditure Period/Termination	22 7/19/2019				Tax Exempt Discount Rate	4.50%			
Revenue Periods/Final Year	27 2045				Taxable Discount Rate	6.00%			
Extension Eligibility/Years	Yes 3								
Eligible Recipient District	Yes								

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
7 2023	0	2024	0	0	2025	\$26.12	0
8 2024	7,637,375	2025	0	7,637,375	2026	\$26.12	199,522
9 2025	21,750,000	2026	0	29,387,375	2027	\$26.12	767,730
10 2026	0	2027	0	29,387,375	2028	\$26.12	767,730
11 2027	0	2028	0	29,387,375	2029	\$26.12	767,730
12 2028	0	2029	0	29,387,375	2030	\$26.12	767,730
13 2029	0	2030	0	29,387,375	2031	\$26.12	767,730
14 2030	0	2031	0	29,387,375	2032	\$26.12	767,730
15 2031	0	2032	0	29,387,375	2033	\$26.12	767,730
16 2032	0	2033	0	29,387,375	2034	\$26.12	767,730
17 2033	0	2034	0	29,387,375	2035	\$26.12	767,730
18 2034	0	2035	0	29,387,375	2036	\$26.12	767,730
19 2035	0	2036	0	29,387,375	2037	\$26.12	767,730
20 2036	0	2037	0	29,387,375	2038	\$26.12	767,730
21 2037	0	2038	0	29,387,375	2039	\$26.12	767,730
22 2038	0	2039	0	29,387,375	2040	\$26.12	767,730
23 2039	0	2040	0	29,387,375	2041	\$26.12	767,730
24 2040	0	2041	0	29,387,375	2042	\$26.12	767,730
25 2041	0	2042	0	29,387,375	2043	\$26.12	767,730
26 2042	0	2043	0	29,387,375	2044	\$26.12	767,730
27 2043	0	2044	0	29,387,375	2045	\$26.12	767,730
Totals	29,387,375		0		Future Value of Increment		14,786,396

Notes:
 Actual results will vary depending on development, inflation of overall tax rates.
 NPV calculations represent estimated amount of funds that could be borrowed (including project costs, capitalized interest and issuance costs).



City of Wausau

TID 12 (S.C. Swiderski)

Cash Flow Projection

Year	Projected Revenues			Expenditures				Balances		Year
	Tax Increments	Other Revenue	Total Revenues	MRO 5,492,076 Dated Date: TBD		Remaing Increment	Total Expenditures	Annual	Cumulative	
				Annual Increment	Percent Available					
2025	0		0	0		0	0	0	0	2025
2026	199,522		199,522	179,570	90%	19,952	199,522	0	0	2026
2027	767,730		767,730	690,957	90%	76,773	767,730	0	0	2027
2028	767,730		767,730	690,957	90%	76,773	767,730	0	0	2028
2029	767,730		767,730	690,957	90%	76,773	767,730	0	0	2029
2030	767,730		767,730	690,957	90%	76,773	767,730	0	0	2030
2031	767,730		767,730	575,797	75%	191,932	767,730	0	0	2031
2032	767,730		767,730	575,797	75%	191,932	767,730	0	0	2032
2033	767,730		767,730	575,797	75%	191,932	767,730	0	0	2033
2034	767,730		767,730	575,797	75%	191,932	767,730	0	0	2034
2035	767,730		767,730	575,797	75%	191,932	767,730	0	0	2035
2036	767,730		767,730	575,797	75%	191,932	767,730	0	0	2036
2037	767,730		767,730	575,797	75%	191,932	767,730	0	0	2037
2038	767,730		767,730	575,797	75%	191,932	767,730	0	0	2038
2039	767,730		767,730	575,797	75%	191,932	767,730	0	0	2039
2040	767,730		767,730	575,797	75%	191,932	767,730	0	0	2040
2041	767,730		767,730	575,797	75%	191,932	767,730	0	0	2041
2042	767,730		767,730	0	0%	767,730	767,730	0	0	2042
2043	767,730		767,730	0	0%	767,730	767,730	0	0	2043
2044	767,730		767,730	0	0%	767,730	767,730	0	0	2044
2045	767,730		767,730	0	0%	767,730	767,730	0	0	2045
Total	14,786,386	0	14,781,581	9,289,667		5,530,036	14,821,365			Total

Notes:

Net Present Value at 6.00% \$5,492,076

Projected TID Closure



OPINION OF THE CITY ATTORNEY



Office of the City Attorney

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

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

April 19, 2023

Wausau Common Council Members
Joint Review Board Members
City Hall
407 Grant Street
Wausau, WI 54403

RE: Project Plan Tax Incremental District Number Twelve, Amendment #2

Ladies and Gentlemen:

As City Attorney, I have reviewed the Project Plan Amendment #2 of Tax Incremental District Number 12, pursuant to Wis. Stats. §66.1105(4)(h)1., and 2. The public hearing was held on April 18, 2023, before the Plan Commission of the City of Wausau, and it adopted Plan Amendment #2 for said Tax Increment District. This approval and recommendation was preceded by proper notice to those persons set forth in Wis. Stats. §66.1105(4)(h)1. and a Class I notice published in the Wausau Daily Herald, as required by Wis. Stats. §66.1105(4)(h)1.

The Plan is proposed to be amended by both adding 7 parcels and removing 29 parcels as indicated on page 15 of the Project Plan, "list of Properties to Add and Subtract," all of which maintain the contiguity of the District.

In accordance with par. (4)(h)1., the City Council will consider, pursuant to a duly posted agenda, on April 25, 2023, recommended approval of Plan Amendment #2 of Tax Increment District Number 12. Such approval requires the same findings as provided in par. (4)(g), and because the amendment both subtracts and adds territory to a district under sub. (h)2., approval also requires the same findings as provided in par. (gm) 4. c. Finally, such project plan amendment is subject to subsequent review by the Joint Review Board, acting under sub. (4m), which shall review the public record, planning documents and the resolution passed by the City Council under par. (h)1.

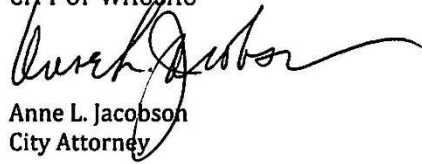
City of Wausau - City Hall - 407 Grant Street - Wausau, WI 54403-4783

Based upon my review of the Plan Amendment and the information presented to me, it is my opinion that should the foregoing process be followed, the Amended Plan is complete and compliant with §66.1105(4), Wisconsin Statutes.

This opinion shall be attached to and made a part of the Project Plan, as required by §66.1105(4)(f).

Very truly yours,

CITY OF WAUSAU



Anne L. Jacobson
City Attorney

JOINT RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE AND FINANCE COMMITTEE

Approving Development Agreement with S. C. Swiderski, LLC and SCS Wausau, LLC for a mixed-use development at approximately 1200 N. River Drive, including Lots 6, 7 and 8, and sale of property

Committee Action: ED Approved 4-1
Finance Approved 5-0

Fiscal Impact:

File Number: 22-0105

Date Introduced: April 25, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, on August 10, 2022, the Common Council approved advancing the proposal submitted by S. C. Swiderski ("Swiderski") for a mixed-use development in the north zone of the Riverlife District at approximately 1200 N. River Drive, including Lots 6, 7 and 8 and to have staff begin negotiations to move the project concept forward; and

WHEREAS, Swiderski desires to purchase the property for \$400,000.00; and

WHEREAS, the City and Swiderski have negotiated a Development Agreement which requires certain financial incentives from the City; and

WHEREAS, your Economic Development Committee and Finance Committee, at their April 11, 2023 joint meeting, discussed and recommended selling Lots 6, 7 and 8 on the riverfront and entering into a Development Agreement with S.C. Swiderski and SCS Wausau, LLC.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau authorizes the sale of the north zone of the Riverlife District at approximately 1200 N. River Drive including Lots 6, 7 and 8 to S. C. Swiderski and SCS Wausau, LLC and/or their affiliates or assignees; and

BE IT FURTHER RESOLVED that the Mayor and other proper city officials are authorized and directed to execute the attached Development Agreement and transfer real estate and do all things necessary to carry out the terms of the Development Agreement.

Approved:

Katie Rosenberg, Mayor

JOINT FINANCE & ECONOMIC DEVELOPMENT COMMITTEES

Date and Time: Tuesday, April 11, 2023 @ 5:15 pm., Council Chambers

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

ED Members Present: Sarah Watson, Chad Henke, Tom Kilian, Carol Lukens, Lisa Rasmussen

Others Present: Maryanne Groat, Anne Jacobson, Eric Lindman, Matt Barnes, Robert Barteck, Ben Bliven, Randy Fifrick, Gary Gisselman, Katie Rosenberg, Mary Goede

Discussion and possible action approving Development Agreement with S.C. Swiderski, LLC at Riverlife Lots 6, 7, and 8 (Fifrick, S.C. Swiderski Rep)

Jacqui McElroy, Director of Business Development and Kortini Wolf, Business Development Manager, at Swiderski presented an overview of the project. <https://www.youtube.com/watch?v=oVcQO2Gfgs8>

Kortni Wolf stated it is a mixed-use development featuring 200 market rate apartments in the newly designed seven-story Sterling building. The units will include studio suites, 1 and 2-bedrooms, as well as penthouse suites. In addition to living space, the project will feature two ground level commercial retail spaces. There will be ground level street and ramp parking options available. The Sterling building has a Community Room as well as a Conference Room, Yoga Studio, Fitness Room, Patio and Grill area, and Rooftop Terrace for gathering. Due to a high ground water table, there will be 44 parking spaces within the actual building and an additional parking ramp providing 280 spaces for tenants. In addition to that they will provide 21 exterior parking spaces open to the public. There is an open-air breezeway leading to the commercial area.

Randy Fifrick, Economic Development, stated construction for the project is proposed to start in June 2024 with a completion date of 2027. The anticipated development costs slightly over \$51.8 million and the project is located in TID #12 with an estimated market value of the project over \$29 million. The city engaged Ehlers as part of the review process to assist reviewing the developer's application for TIF assistance and determining the appropriate funding required to close the public financing gap. He indicated the city has proposed a pay-as-you-go or reverse TIF in which the developer gets a portion of the tax revenue they generated with their development returned to them after successfully completing the project.

Keith Dahl, Ehlers, reviewed their analysis/recommendation in the packet at the following link beginning on pg 74: https://www.ci.wausau.wi.us/Portals/0/Departments/Council/Archives/Standing%20Committees/Finance%20Committee/2023/FINC_ECON_20230411_Packet.pdf

Doug Diny questioned if there was a difference in what was proposed six or seven months ago to what the final development agreement is today in regard to any unexpected expenses, costs, economic factors. Dahl stated Swiderski was requesting a principal amount of approximately \$7.25 million over the remaining term of the TID but looking at it from a present value MRO perspective, we negotiated it down with city staff to \$5.49 million that is being considered this evening. He also noted from 2020 - 2022 construction costs have increased by about 26%.

Please go to the meeting video for full discussion: <https://www.youtube.com/watch?v=oVcQO2Gfgs8>

Public Comment was accepted: Dave Eckmann spoke in favor of the project and Tony Brown spoke about the apartments not being big enough for families, but still supported the project. As well as and Mike Vanderloop, part owner of WOW, was excited about the development but expressed concern about the parking during and after construction. He requested that all staging of construction materials and employee parking not be in the main parking lots near WOW. He also requested the north side of River Drive be reconstructed to allow for additional parking. He recommended the water utility and Wausau Chemical sites be used as additional parking.

Rasmussen stated action would be taken on this item after Closed Session.

CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: relating to approval of SCS Wausau, LLC Development Agreement

Motion by Martens, second by Watson to convene the Finance Committee in Closed Session. Roll Call Vote - Ayes: Watson, Lukens, Martens, Diny and Rasmussen. Motion carried unanimously.

Motion by Kilian, second by Lukens to convene the Economic Development Committee in Closed Session. Roll Call Vote - Ayes: Henke, Rasmussen, Lukens, Kilian, and Watson. Motion carried unanimously.

Finance & ED Committees Reconvened into Open Session.

Development Agreement with S.C. Swiderski, LLC at Riverlife Lots 6, 7, and 8 (Fifrick, S.C. Swiderski Rep)

Finance Committee

Motion by Watson, second by Martens to approve the agreement. Motion carried 5-0.

Tom Kilian commented what Swiderski and their team presented tonight was excellent, but the challenge for him was the high amount of public dollars for high-end development at this time.

ED Committee

Motion by Rasmussen, second by Henke to approve the agreement. Motion carried 4-1. (*Kilian was the dissenting vote.*)

To: Economic Development Committee &
Finance Committee

From: Randy Fifrick, Economic Development Manager

Date: April 11, 2023

Re: Development Agreement for S.C. Swiderski Wausau



In May of 2022, the City of Wausau released a Request for Proposals (RFP) for mixed-use development in its Riverlife District at approximately 1200 N. River Drive, including Lots 6, 7 and 8. In August, the City selected the proposal from S.C. Swiderski for a seven-story, mixed-use building with 200 total residential units and a separated parking structure.

City Staff has been working with the Developer since then to come to terms on a development agreement acceptable to both sides. Construction is proposed to start in 2024 with an anticipated development cost slightly over \$51.8 million or \$259,151 per unit.

The Project is located within the City's Tax Increment District (TID) #12. In consultation with the City Assessor, it is estimated the market value of the Project will be approximately \$29,387,375 (\$145,000 per residential unit and \$125 per commercial square foot).

The City engaged Ehlers to assist with reviewing the Developer's Application for Tax Increment Financing (TIF) assistance and determining the appropriate funding required to close the financial gap in the project. The review of the project included looking at the budget and pro forma based on general industry standards for construction, land acquisition, and project costs; as well as to ensure that all development costs, rental revenues, and expenditures have been appropriately accounted for and considered.

The Developer has requested the deal have a higher percentage of the tax increment generated be returned in the initial five years to help with upfront costs, specifically the construction of the separated parking structure. The agreement is structured to return 90% of the increment generated by the Developer back to the Developer in years 1 to 5 and 75% of the increment generated in years 6 to 16.

Based on the estimated market value, Ehler's has projected the Project will generate over \$767,730 of annual tax increment. Based upon, 90% of tax increment being available to the Developer in years 1 to 5, 75% of tax increment being available to the Developer in years 6 to 16, and a financing rate of 6.00%, the Project could support an MRO Mortgage in the maximum principal amount of \$5,490,000 over a 16-year term. In total, TIF assistance to the Project would be \$9,277,000.

In total, the future value sum collected by the City over 20 years is estimated to be approximately \$5,530,000 as shown on the cash flow projection in Exhibit D of the Agreement. The \$9.277 million in TIF assistance is 17.9% of the Developers overall project of \$51.8 million.

Staff recommends approval of the Purchase and Development Agreement with S.C. Swiderski and SCS Wausau.

Project Overview

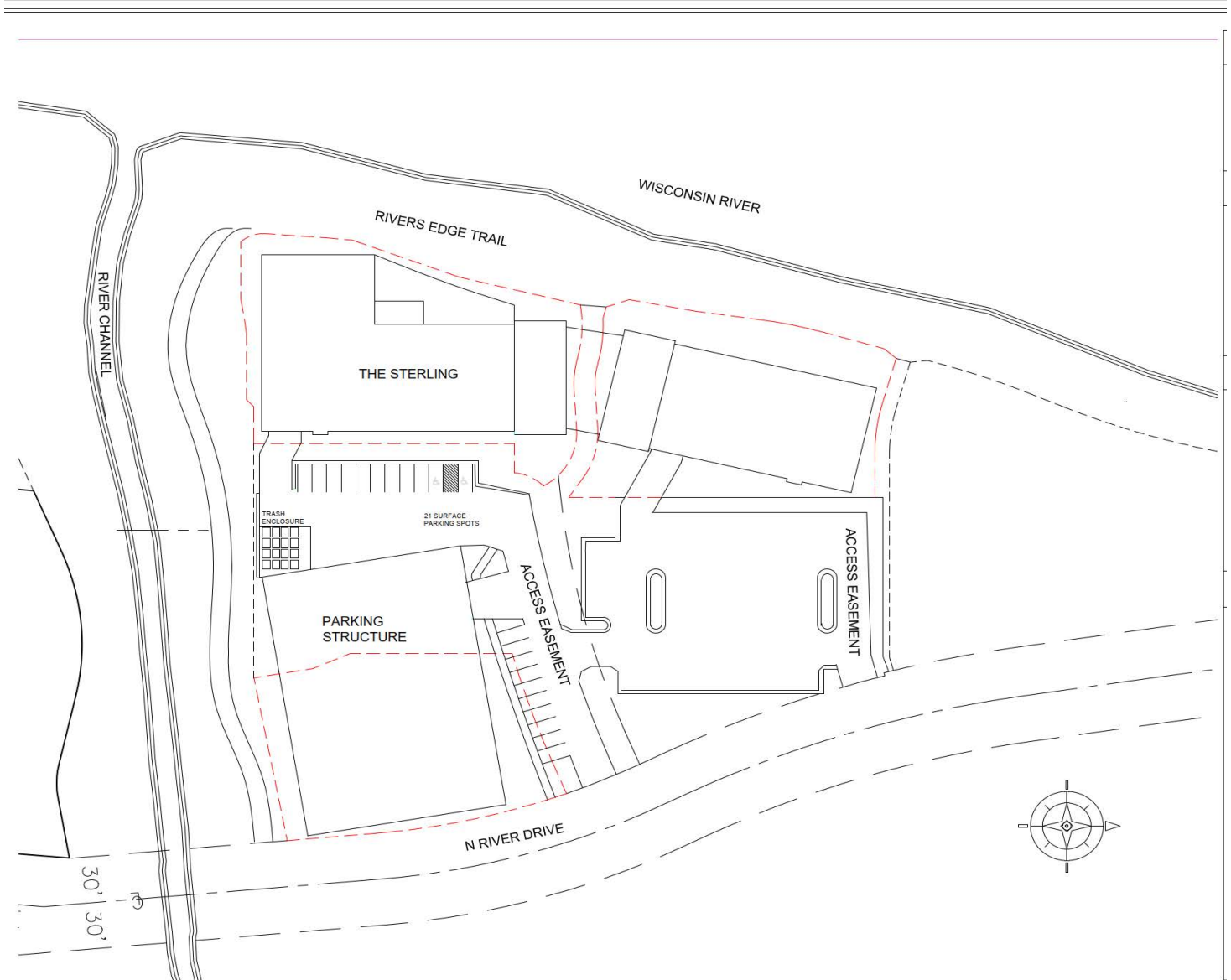
Summary: SCS Wausau is a proposed mixed-use development featuring the newly designed, 7-story Sterling building providing 200 market rate apartments of varying sizes and floor plans. Offerings include studios, studio suites, 1-and-2 bedrooms, and penthouse suites. All apartment units have been handpicked from extensive area demographic research and local knowledge of the Wausau rental market. In addition to living space, the project will feature 2 ground-level commercial retail spaces. Ground-level, street, and ramp parking options are available.

Amenities: The Sterling features a community center, conference room, yoga room, fitness room, storage options, tenant patio and grilling area, and a rooftop terrace for gathering.

Parking: Due to high groundwater table and environmental factors, the proposed site design provides 44 interior parking spaces plus an external parking ramp that holds 280 parking spaces for tenants. 21 exterior lot spaces will be open to the general public to create additional options for those looking to spend time in the Riverlife community.

Vision: The walkability of the area was a key consideration for this project and at the heart of the design layout. The opportunity to move through the city and along the river without vehicles is a special feature not every city can offer. Not only will the addition of market rate housing boost the commercial activity for the Riverlife District and the city, but it will also provide a place where residents can live, work, play, and build lasting memories in the Wausau community right here on its thriving urban waterfront.

Site Plan



Multi-Family Information	
2 Bedrooms	18 Units
1 Bedrooms	36 Units
Studio Suites	70 Units
Studios	72 Units
Penthouse Suites	4 Units

Parking	
Combined Interior Parking	324
Surface Lot	21
Total Parking	345
Parking Per Unit	1.73

Retail Information	
Retail Space #1	870 Sq Ft
Retail Space #2	2229 Sq Ft

SCS Wausau – Site Statistics	
Total Units	200
Acres	2.06
Density (Units Per Acre)	97.09



SCS

S.C. SWIDERSKI LLC

- 7 Story Multi Family Building
- 200 Total Multi Family Units
- Studio, Studio Suite, 1 Bed, 2 Bed, & Penthouse Unit Variations
- 5 Story Parking Structure
- 2 Retail Spaces (870 & 2229 sqft)
- Bike Parking

Public Open Space

Multi Family Building

44 Ground Floor Parking Spaces

Public Open Space

21 Exterior Lot Parking Spaces

Parking Structure

280 Interior Parking Spaces

SCS WAUSAU

Tenant Amenities:

- Rooftop Terrace
- Ground Level Patio/Grilling Area
- Electric Car Charging Stations
- Fitness Center
- Yoga Studio
- Community Rooms
- Conference Room

Exterior Renderings



Exterior view of the Sterling



Walkthrough and future retail

Interior Renderings



1-Bedroom Apartment

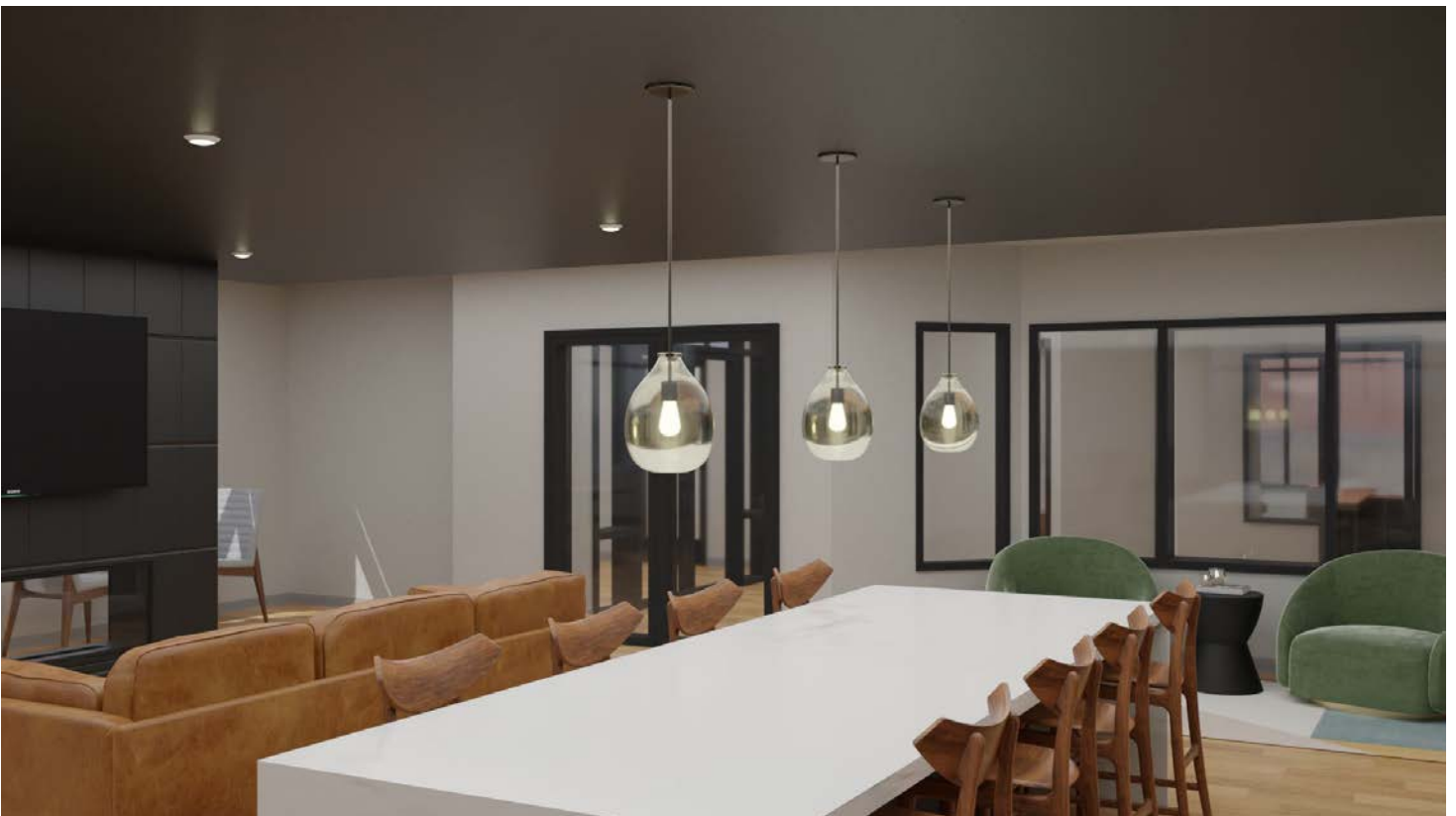


1-Bedroom Apartment

Interior Renderings



Community Room



Parking



Parking structure and aerial view



MEMORANDUM

TO: Randy Fifrick – Economic Development Manager

FROM: Keith Dahl - Ehlers

DATE: March 27, 2023

SUBJECT: S.C. Swiderski Tax Increment Financing Request and Recommendation

The City received a financial assistance request from S.C. Swiderski, LLC (the “Developer”) to construct a mixed-use apartment building on approximately 2 acres of land located at 1200 North River Drive. The Developer requested a Municipal Revenue Obligation (MRO) Note in the principal amount of \$7,245,780 to construct a 200-unit apartment and 3,099 square feet of commercial space (the “Project”). The Project would consist of studio, 1, 2-bedroom units with two commercial tenant spaces. Construction is proposed to start in 2024 with an anticipated development cost slightly over \$51.8 million or \$259,151 per unit.

This memo has been prepared by Ehlers, at the request of the City, in conjunction with a review of the Project, specifically the budget and pro forma based on general industry standards for construction, land acquisition, and project costs; as well as to ensure that all development costs, rental revenues, and expenditures have been appropriately accounted for and considered. General industry standards for purposes of this memo were determined by review of similar projects within Minnesota and Wisconsin over the last two years.

Based on our review, the requested assistance is more than what is necessary for the project to become financially feasible. **We’ve concluded an MRO Note in the principal amount of \$5,490,000 repaid over an anticipated term of 16 years is supported for the Project.** Note: the total amount of tax increment paid over 16 years would be \$9,277,000. The tables below provide a synopsis of the sources and uses for the Project with the supported amount of public assistance.

SOURCES			
	Amount	Pct.	Per Unit
First Mortgage	36,294,490	70.0%	181,472
MRO Note	5,490,000	10.6%	27,450
Equity	10,045,662	19.4%	50,229
TOTAL SOURCES	51,830,152	100%	259,151

USES			
	Amount	Pct.	Per Unit
Acquisition Costs	400,000	0.8%	2,000
Construction Costs	44,222,480	85.3%	221,112
Professional Services	3,257,441	6.3%	16,287
Financing Costs	1,450,231	2.8%	7,251
Developer Fee	2,500,000	4.8%	12,500
TOTAL USES	51,830,152	100%	259,151

Pro Forma Analysis:

1. **Financing** – The Developer intends to finance the Project with a first mortgage that is approximately 70% of total development costs. Based on current underwriting conditions and lender sizing constraints, the Developer appears to be maximizing its first mortgage debt. The remaining balance of the total development costs would be covered by equity and a privately financed MRO Mortgage. The proposed financing meets our expectations for a project of its nature.
2. **Total Development Costs (TDC)** – The TDC is approximately \$51.8 million or \$259,151 per unit. Under current market conditions, similar projects have generally ranged between \$270,000 and \$350,000 per unit. There appear to be two reasons why the TDC of the Project is lower than what we've typically seen. 1) Due to the high-water table, the Project does not have underground parking. Instead, there is one-level of podium parking with a structured parking ramp attached to the apartment. This reduces the overall cost of construction. 2) Since the beginning of the year, we've started to see price softening within the construction industry due to the monetary policy being implement by the Federal government. The TDC per unit is reasonable under current market conditions.
3. **Acquisition Costs** – The acquisition cost is \$400,000, or \$2,000 per unit. Similar developments have ranged between \$7,500 to \$15,000 per unit. It appears the land acquisition cost is below the typical range since the land is not being appraised on an income approach or highest and best. The lower acquisition cost benefits the overall financial feasibility of the Project and reduces the TDC.
4. **Developer Fee** – The proposed developer fee was \$2,900,461 or 5.6% of TDC. For developments requesting City assistance, we'd expect to see a developer fee between 3% to 5%. We reduced the developer fee to slightly below 5% of TDC or \$2,500,000 for analysis purposes in determining the supportable amount of public assistance.
5. **Residential Rents** – Proposed market rate rents range between \$1,275 per month for the smallest studio unit to \$3,000 per month for a penthouse unit. On a per square foot basis, market rate rents range between \$1.86 to \$3.90, averaging \$2.47. Based on review of a CoStar multi-family market report for Wausau and the surrounding area, the proposed rents are higher than the comparable properties we reviewed. On an average per square foot basis, other market rate apartments built within the last two years ranged between \$1.64 and \$2.12. However, the rents proposed by the Developer for underwriting purposes are projected in 2026 dollars to account for construction beginning in 2024 and leasing to start in 2026.
6. **Commercial Rent** – The commercial rents will be structured as triple net leases, meaning the tenant is responsible for paying their respective expenses of the property including property taxes, insurance, and maintenance. The commercial rent that will be collected by the Developer will be \$20.00 per square foot for the smaller commercial space and \$16.15 per square foot for the larger commercial space. The proposed triple net rents appear to be reasonable under current market conditions, but may be slightly below what could be supported in 2026. Other retail spaces built within the last two years in Wausau have ranged in triple net lease rates between \$15.00 and \$25.00 per square foot.

7. **Operating Expenses** – The operating expenses on a per unit basis before management fees, property taxes, and replacement reserves are \$2,846, which is well below the typical market range of \$3,500 to \$4,500 per unit per year. However, reviewing the total operating expense ratio – operating expenses divided by effective gross income (EGI) – its approximately 37%. Generally, we see the total operating expense ratio range between 30% – 40%. The operating expenses do not appear to be out of line.

Available Tax Increment:

The Project is located within the City's Tax Increment District (TID) #12. In consultation with the City Assessor, it is estimated the market value of the Project will be \$29,387,375 (\$145,000 per residential unit and \$125 per commercial square foot). Based on the estimated market value, it is projected the Project will generate over \$767,730 of annual tax increment. Based upon, 90% of tax increment being available to the Developer in years 1 – 5, 75% of tax increment being available to the Developer in years 6 – 16, and a financing rate of 6.00%, the Project could support an MRO Mortgage in the maximum principal amount of \$5,490,000 over a 16-year term. In total, public assistance to the Project would be \$9,277,000.

This would leave 10% of the annually collected tax increment available to the City in years 1 – 5, 25% in years 6 – 16 and 100% in the final 4 years of the TID. In total, the future value sum collected by the City over 20 years is estimated to be approximately \$5,530,000. Attached for reference is a cashflow projection.

Projected Return on Investment:

As part of this analysis, we want to ensure that any public assistance in the project does not result in a return on investment greater than what is typical within the industry. Return on investment (ROI) is a performance measure used to evaluate development projects. There are a few common metrics used; however, the typical industry standard is to achieve a 10% average annual cash-on-cash (COC) though this may range between 9 – 11%.

Average annual COC calculates annual net cash flow against the initial equity investment without consideration of market fluctuations on a future sale value. The calculation is simply net cash flow (after debt service) divided by the total amount of equity invested. Based on current estimates over 16-years, the Developer would achieve a 9.7% average annual COC return.

Recommendation:

Based on our review of the Developer's pro forma and under current market conditions, the Project may not reasonably be expected to occur solely through private investment within the near future. The cost associated with development of the Project is only feasible, in part, through public financial assistance from the City. We conclude an MRO Note in the principal amount of \$5,490,000 is supported for this project. In total the public assistance to the Project would be \$9,277,000.

Please contact Keith Dahl at 651-697-8500 with any questions.

PURCHASE AND DEVELOPMENT AGREEMENT
(Riverlife – S. C. Swiderski)

THIS PURCHASE AND DEVELOPMENT AGREEMENT (Riverlife – S.C. Swiderski) (this “Agreement”) is made as of [_____], 2023 (the “Effective Date”), by and among the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”), S. C. SWIDERSKI, LLC, a Wisconsin limited liability company (“SCS”) and SCS WAUSAU, LLC, a Wisconsin limited liability company (“Owner”) (SCS and Owner are referred to herein, collectively, as “Developer”).

RECITALS

WHEREAS, the City is the owner of certain real property in the City of Wausau, County of Marathon, State of Wisconsin, consisting of approximately 2.11 acres and being generally depicted and identified as “Lot 6”, “Lot 7”, “Lot 8” and a portion of “Outlot 4” on Exhibit A attached hereto (the “Property”); and

WHEREAS, the Property is in an area governed by the Riverfront Declaration (defined below); and

WHEREAS, the City has, pursuant to the authority granted in Wisconsin Statutes, Section 66.1105, created the City of Wausau Tax Increment District Twelve (the “TID”) and adopted a Project Plan for the TID (as amended from time to time, the “TID Plan”) to finance certain costs to induce development within or around the TID; and

WHEREAS, in order to achieve the objectives of the TID Plan and to make the land within the TID available for development by private enterprises for and in accordance with the uses specified in the TID Plan, the City has determined to provide assistance through grants from the TID and other actions, as hereinafter set forth, to permit development to proceed; and

WHEREAS, Developer has proposed a development, as hereinafter described, within the TID and located on the Property; and

WHEREAS, in connection with such development, Developer desires to purchase the Property as determined in accordance with the terms and conditions of this Agreement; and

WHEREAS, Developer’s ability to develop the Property requires certain financial incentives from the City as set forth herein; and

WHEREAS, the City has determined that the proposed development by Developer (i) will promote and carry out the development objectives of the City, (ii) furthers the purposes of the TID Plan, and (iii) would not occur at the Property without the assistance of the City.

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

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

- a. "Agreement" is defined in the introductory paragraph to this Agreement.
- b. "Annual Tax Increment" means, for any given year, the annual gross tax increment revenues (over the base year tax liability) paid and actually received by the City which is generated by property tax payments on the Property for any such year plus amounts received by the City for any required PILOT Payment hereunder attributable to such year. In the event of a negative number, the Annual Tax Increment for such year will be deemed to be Zero Dollars (\$0.00). The base year for such tax increment revenues calculation shall be the year of Closing, and the parties agree that the base year value of the Property and the base year tax liability shall both be deemed to be Zero Dollars (\$0.00) for the purposes of calculating Annual Tax Increment.
- c. "Buildings" means (i) the seven-story mixed-use commercial/apartment building consisting of at least 200 total residential units and two (2) ground-floor commercial spaces of approximately 870 square feet and 2,229 square feet respectively; (ii) the separate parking structure with at least 280 interior parking spaces on 5 levels; (iii) at least 21 outdoor surface parking spaces (for use by the general public); and (iv) ancillary improvements in connection with the foregoing, to be constructed on the Property in accordance with the Plans and in substantial conformity with the Proposal and as generally depicted on the site plan attached hereto as Exhibit B. In the event of a conflict between the Proposal and this Agreement (including the attached site plan), this Agreement shall control
- d. "City" is defined in the introductory paragraph of this Agreement.
- e. "Closing" means the execution of the Deed and sale and conveyance of the Property to Owner in exchange for the Purchase Price, as contemplated by and subject to the terms and conditions of this Agreement.
- f. "Closing Date" means the date that Closing occurs, which shall be a date mutually agreed to by the City and Developer but in no event shall the date be later than the Closing Deadline.
- g. "Closing Deadline" means the date that is thirty (30) days after the termination (or earlier waiver by Developer) of the Due Diligence Period, but in no event later than December 29, 2023.
- h. "Deed" means a special warranty deed of the Property from the City to Owner.
- i. "Default" is defined in Section 6 below.
- j. "Developer" is defined in the introductory paragraph to this Agreement.

- k. “Due Diligence Period” means the time period commencing on the Effective Date and terminating on November 30, 2023 (but in any event no later than the day of Closing) or such earlier date that Developer waives the remainder of the Due Diligence Period.
- l. “Effective Date” is defined in the introductory paragraph of this Agreement.
- m. “Memorandum” means a short form memorandum of this Agreement recorded in the real estate records against the Property. The parties agree that the form of memorandum attached hereto as Exhibit C is acceptable to both parties.
- n. “Minimum Assessed Value” means Twenty-Nine Million, Three Hundred Eighty-Seven Thousand, Three Hundred Seventy-Five and 0/100 Dollars (\$29,387,375.00).
- o. “Minimum Construction Cost” means at least Fifty-Two Million Dollars (\$52,000,000.00).
- p. “Plans” means final detailed plans and specifications for the Project in form and substance acceptable to the City, which shall include, without limitation, the following: all improvements now located or to be located on the Property (including the Buildings), the footprint of all improvements and the square footage of all improvements, all easements, pathways, exterior boundary lines, walkways, parking and circulation areas, adjoining public streets and alleys, utilities, exits and entrances, all signage, sidewalks, landscaping, all materials to be used in construction, all interior and exterior finishes, building sections, description of room and space sizes, plan arrangement of rooms and functional spaces, exterior elevations, the stacking of floors and all construction elements, a narrative description of all structural systems, mechanical systems, electrical systems and any specialty systems. The Plans shall also include a detailed landscaping plan and a detailed landscape maintenance plan.
- q. “Project” means the construction of the Buildings and the additional redevelopment of the Property for the operation of the Buildings, and construction and installation of all other improvements as may be required in order to comply with applicable zoning and building laws, rules, regulations, codes and ordinances and in order to develop and operate the Property in substantial conformity with the Plans and the Proposal, including, but not limited to, any realignment of the storm sewer system on the Property as determined by the City in its reasonable discretion.
- r. “Project Commencement” means the occurrence of all of the following: (i) Closing has occurred; (ii) all building permits and other permits for the commencement of construction of the Project have been obtained; (iii) the Third-Party Loan has closed; and (iv) mobilization and commencement of construction of the Project at the Property has occurred (as reasonably determined by the City).
- s. “Project Commencement Deadline” means June 1, 2024.
- t. “Project Completion” means the occurrence of all of the following: (i) a certificate of occupancy is issued by the appropriate governmental authorities for Project, as

applicable; and (ii) the Project architect has issued a certificate stating that the Project has been substantially completed in accordance with the Plans.

u. “Project Completion Deadline” means March 1, 2027.

v. “Project Cost Breakdown” means a current cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying development, engineering, construction, furnishing, equipping, financing, contingency and all other direct and indirect costs of development, construction and installation of the Project in accordance with the Plans for the Project. The Project Cost Breakdown shall also include the Developer’s proposed source of funds for each line-item and shall specify which line items Developer proposes be used when calculating whether the Minimum Construction Cost requirement herein is satisfied.

w. “Property” is defined in the Recitals above.

x. “Proposal” is Developer's project proposal for the Property, dated July 21, 2022, as supplemented by Developer's TIF Application submitted on August 26, 2022, and last revised/supplemented on December 1, 2022.

y. “Purchase Price” means Four Hundred Thousand Dollars (\$400,000.00).

z. “Riverfront Declaration” means that certain Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront made by the City on August 26, 2020, and recorded in the Office of the Register of Deeds for Marathon County, Wisconsin, as Document Number 1814469, as amended to date and as may be further amended from time to time, including, without limitation, any amendment(s) relating to the creation of the lot(s) consisting of the Property.

aa. “Tax Increment Grant” means a grant to Developer based on a percentage of the Annual Tax Increment up to a cumulative maximum amount of Nine Million Two Hundred Seventy-Seven Thousand Dollars (\$9,277,000.00), as described in more detail in Section 3 below. For informational purposes only, and without modifying the terms herein, an anticipated schedule of Tax Increment Grant payments based on the timeline and information available as of the Effective Date is attached hereto as Exhibit D.

bb. “Tax Increment Percentage” means (i) ninety percent (90%) for the first five (5) scheduled installments of the Tax Increment Grant (installments starting the first (1st) calendar year following Project Completion), and (ii) seventy-five percent (75%) thereafter.

cc. “Third-Party Lender” means the lender(s) of the Third-Party Loan.

dd. “Third-Party Loan” means the loan(s) from the Third-Party Lender(s) for the purpose of financing the construction costs of the Project and permanent take-out financing, if any, of such construction financing, in an amount consistent with the City-approved Project Cost Breakdown.

- ee. “TID” is defined in the Recitals above.
 - ff. “TID Plan” is defined in the Recitals above.
2. Commitments of Developer. Developer agrees and covenants with the City as follows:
- a. *Purchase of the Property.*
 - i. Subject to the terms and conditions of this Agreement, Developer agrees to purchase the Property in its “AS-IS” condition for the Purchase Price on the Closing Date. The transfer of the Property shall be subject to all matters of record, including, without limitation, the Riverfront Declaration, other than monetary liens. Developer agrees to execute the Memorandum, and that the Memorandum shall be recorded immediately after the Deed and prior to any mortgage including any mortgage to the Third-Party Lender. All title insurance fees, transfer fees, title company closing fees, and recording fees for the purchase shall be at Developer's sole cost and expense. The City and Developer hereby agree that the transfer of the Property to the Developer hereunder is exempt from the Wisconsin Real Estate Transfer Fee pursuant to Wis. Stats. § 77.25(2) and the Wisconsin Real Estate Transfer Receipt filed in conjunction with the recording of the Deed will reflect that fact. Developer agrees that it shall not receive a proration for real estate taxes for the year of Closing.
 - ii. DEVELOPER ACKNOWLEDGES AND AGREES THAT DEVELOPER HAS HAD AND/OR WILL HAVE SUFFICIENT OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO CLOSING AND THAT THE CITY IS CONVEYING AND DEVELOPER IS ACCEPTING THE PROPERTY ON AN “AS-IS WITH ALL FAULTS” BASIS AND THAT DEVELOPER IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE CITY OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE PROPERTY, EXCEPT FOR TITLE. AS A PART OF ITS AGREEMENT TO ACCEPT THE PROPERTY IN ITS “AS IS” CONDITION, DEVELOPER, FOR ITSELF AND ITS SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, CONTRACTORS AND INVITEES, HEREBY WAIVES, DISCHARGES AND RELEASES THE CITY FROM ANY AND ALL DEMANDS, CLAIMS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, DAMAGES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES WHATSOEVER, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH OR RELATED TO THE PHYSICAL, GEOLOGICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY PAST OR PRESENT CONDITION OF OR ACTION ON OR ABOUT THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF HAZARDOUS OR TOXIC MATERIAL AT, UNDER OR IN THE GENERAL VICINITY OF

THE PROPERTY) OR THE CURRENT OR PREVIOUS VIOLATION OF ENVIRONMENTAL LAWS AT THE PROPERTY, IF ANY; provided, however, that the above release of the City shall not apply to any claims against the City related to fraud, intentional misrepresentation, and the enforcement of this Agreement

iii. As noted above, Developer is taking the Property in its current condition, without any express or implied warranties by the City as to its physical condition. Accordingly, during the Due Diligence Period, Developer shall have the right to complete, at Developer's sole cost, all due diligence activities with respect to the Property and feasibility analysis of the Project desired by Developer (including, without limitation, a title search, environmental review or land survey), provided that Developer complies with the terms of this Agreement. Developer shall have the right to terminate this Agreement, for any reason or no reason, during the Due Diligence Period by providing written notice to the City. It shall be Developer's responsibility to determine the condition of the Property during the Due Diligence Period; provided, however, that the City agrees to provide Developer, within ten (10) business days of Developer's request, with any documentation relating to the Property's condition that is in the City's possession and reasonable control but without any representation or warranty that such documentation is complete or accurate. Further, it shall be Developer's responsibility to determine the state of title of the Property, including any recorded covenants or restrictions, during the Due Diligence Period through a title search and other due diligence; provided, however, that the City agrees to provide Developer, within ten (10) business days of Developer's request, with any title documentation relating to the Property that is in the City's possession and reasonable control but without any representation or warranty that such documentation is complete or accurate.

iv. Prior to the Closing Date, in advance of any entry onto the Property, Developer shall provide the City with evidence that Buyer (and any agents or contractors performing work on the Property) has in force such insurance policies and coverage in compliance with the City's requirements and other agreements as set forth on Exhibit E attached hereto (the terms, conditions and agreements set forth on such exhibit are hereby incorporated herein by this reference). When completing its due diligence activities, Developer shall not have any right to conduct any soil, soil gas, or groundwater testing or sampling or any drilling, boring or other intrusive, invasive or destructive due diligence testing of the Property ("Invasive Testing") without the prior written consent of the City, which shall not be unreasonably withheld. If Developer desires to conduct any Invasive Testing, Developer shall request such consent in writing (via email to the parties discussed below) with a detailed proposed plan of investigation, and the City shall respond within five (5) business days of receiving such request either by approving or disapproving such request, and the City's failure to timely respond shall be deemed a disapproval of Developer's request. Developer and the City agree to cooperate in good faith in the scheduling, rescheduling and implementation of any approved Invasive Testing to allow the City, at the City's option, to arrange for its consultants

to observe such Invasive Testing. With respect to consents by the City in this subsection relating to Invasive Testing, such consent shall be determined by the then-current Directors (or their designees) of the City's Department of Community Development and the City's Department of Public Works, after consultation with other appropriate City staff and departments. Unless otherwise directed by the City, Developer should send such Invasive Testing requests and information via e-mail to such department directors (currently Liz.Brodek@ci.wausau.wi.us and Eric.Lindman@ci.wausau.wi.us, respectively), with a copy to the City's Environmental Engineer (currently kevin.fabel@ci.wausau.wi.us). Without limiting the other obligations of Developer in this Agreement, (A) Developer shall hold harmless, indemnify and defend the City, and its employees, officers, volunteers, and elected and appointed officials, from and against any and all claims, liability and losses, and expenses related thereto (including reasonable attorneys' fees), which the City incurs arising or asserted to arise out of, any activity (act, omission, fault or negligence) of Developer, or any of Developer's agents or contractors, conducted on the Property prior to Closing (provided, however, without limitation, that in no event shall Developer be responsible for indemnification or otherwise for any claims, liability, losses or otherwise which arise or are alleged to have arisen from the negligence or willful misconduct of the City, its employees or agents), and Developer shall be responsible to require and confirm that such agent or contractor has contractually agreed to indemnify the City and its employees, officers, volunteers, and elected and appointed officials for any such activity, and (B) in the event Developer exercises its right to terminate this Agreement during the Due Diligence Period or otherwise elects not to or fails to purchase the Property from the City, Developer shall, at its sole cost and expense, promptly restore any physical damage or alteration of the physical condition of the Property that results from any Invasive Testing or other due diligence activities conducted by or on behalf of Developer. The obligations of Developer in this subsection shall survive termination of this Agreement.

b. *Project.* The Developer, at its cost and expense, agrees to construct, install, furnish, equip and maintain the Project pursuant to the terms and conditions set forth herein. Except as provided for herein, Developer shall pay all costs and expenses associated with construction and installation of the Project. Developer will cause the Project to be constructed in a good and workmanlike manner and substantially in accordance with the Plans for the Project. Project Commencement shall occur not later than the Project Commencement Deadline, and Developer will continue construction of the Project diligently and shall achieve Project Completion no later than the Project Completion Deadline subject to Force Majeure as defined in Section 8 of this Agreement.

c. *Construction Spend.* Developer shall, no later than the Project Completion Deadline, spend at least the Minimum Construction Cost in hard construction costs at the Property in connection with the Project and consistent with the approved Project Cost Breakdown. Without limitation, the following shall not be included when calculating whether such construction spend requirement has been met: (i) construction costs which are inconsistent with the approved Project Cost Breakdown (as may be amended and approved as set forth herein), or (ii) Developer's expenses from purchasing the Property

(including the Purchase Price) even if included in the Project Cost Breakdown, or (iii) furnishings, decorations or other personal property installed at the Property even if included in the Project Cost Breakdown, or (iv) any soft construction costs (including architectural, engineering, and legal fees), even if included in the Project Cost Breakdown, or (v) any costs which are not permitted to be included as project costs under Wisconsin Statutes Section 66.1105, even if include in the Project Cost Breakdown. In connection with submission and review of the Project Cost Breakdown, Developer and the City shall document which line items will and which line items will not be included when determining whether the Minimum Construction Cost was achieved.

d. *Compliance with Zoning and Building Code.* Without limiting Developer's general obligation herein to comply with all laws, Developer agrees that the Project will be constructed in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including, without limitation, all zoning and land division laws, rules, regulations and ordinances and all building codes and ordinances of the City, including those relating to parking. Developer understands and acknowledges that, notwithstanding anything to the contrary in the Proposal (if applicable), the Riverfront Declaration requires that at least eighty (80) of the parking spaces in the surface parking lot adjacent to the property remain unreserved parking for the public and, thus, such parking places may not be used to calculate parking minimums for the Project or otherwise be reserved for the Project. The final plans shall be consistent with the requirements, if applicable, of the Riverfront Declaration.

e. *Compliance with DNR Requirements.* Without limiting Developer's general obligation herein to comply with all laws, Developer agrees to comply with and to be solely responsible for (at Developer's cost) completion of any Wisconsin Department of Natural Resources requirements pertaining to any preexisting environmental conditions at the Property, including, without limitation, any historic contamination in the soil. Compliance with such requirements shall be included in the Plans and the costs therefor shall be included in the Project Cost Breakdown.

f. *Return of Property.*

i. If Developer fails to achieve Project Commencement or prior to the Project Commencement Deadline, in addition to any other remedies available to the City pursuant to this Agreement or applicable law, the City, at its option as exercised in its sole discretion, may by written notice to Developer require Developer to achieve Project Commencement or if not so achieved, transfer the Property to the City pursuant to a special warranty deed within ten (10) days following Developer's receipt of such notice from the City and the City shall reimburse the Purchase Price to Developer. The City shall provide such notice to Developer to transfer the Property within sixty (60) days after the Project Commencement Deadline or the City shall be deemed to have waived its right to do so.

ii. If Developer does not achieve Project Completion on or prior to the Project Completion Deadline, or if the Project is not constructed in substantial

compliance, as determined by the City in its reasonable discretion, with the Plans or the consents, approvals or permits issued by any governmental authority with respect to the construction of the Project, the City, at its option as exercised in its sole discretion, may by written notice to Developer require Developer to substantially complete or bring the Project into compliance therewith within thirty (30) days or if not substantially completed or brought into compliance, to transfer the Property to the City pursuant to a special warranty deed within thirty (30) days following Developer's receipt of such notice from the City. Upon the transfer of the Property to the City pursuant to the foregoing sentence, the City shall reimburse the Purchase Price to Developer and shall pay Developer an amount for the value of any improvements constructed on the Property as of the date of the notice to Developer, as determined by a third-party independent appraisal by an appraiser chosen by the City in its reasonable discretion. The City shall provide such notice to Developer to transfer the Property within sixty (60) days after the Project Completion Deadline or the City shall be deemed to have waived its right to do so.

iii. The City's right to the return of the Property included in this Section 2 shall be explicitly stated in the Memorandum.

g. *Minimum Assessed Value; Payment-in-Lieu of Taxes.*

i. Developer guarantees that, commencing in tax year 2027 and continuing through the full calendar year of the last year of the TID, the Project will result in an equalized value for the Property of not less than the Minimum Assessed Value, as determined by the City assessor (or other appropriate agency pursuant to applicable law) in his/her sole and absolute discretion. In the event that the equalized value for the Property in any such year is less than the Minimum Assessed Value or in the event the Property, or any part of it, becomes exempt or partially exempt from general property taxes during the life of the TID, Developer agrees to make to the City a payment-in-lieu-of taxes payment (a "PILOT Payment") equal to the difference between (A) the amount of taxes which would have been levied on the Property for said year by the City and other taxing jurisdictions if the Property had an equalized value for real estate tax purposes equal to the Minimum Assessed Value and the Property was not exempt or partially exempt from general property taxes and (B) the actual amount of taxes levied on the Property for said year by the City and all other taxing jurisdictions. The PILOT Payment shall be due and payable in full to the City on January 31 immediately following such tax year; provided, however, that Developer may elect to pay the PILOT Payment in two equal installments by providing written notice to the City no later than January 15, with the first installment due no later than January 31 and the second installment due no later than July 31. The obligations of Developer to pay the PILOT Payment shall: (1) be referenced in the Memorandum; (2) be a lien on the Property and run with the land; and (3) bind all owners in title to the Property and their successors and/or assigns.

ii. Developer understands and agrees that the Minimum Assessed Value requirement above shall not in any way bind the City assessor (or other

applicable agency) in his/her assessment and appraisal of the Property and that the City assessor will arrive at an equalized value of the Property based solely on his/her application of all applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the City and other taxing authorities with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes. The City makes no representation that if the Minimum Development Cost is spent that the Minimum Assessed Value will be met.

h. *Commercial Space and Parking Lot.* Developer will provide 280 interior parking spaces for the exclusive use of its tenants in a separate parking structure included within the Buildings and will also provide 21 exterior parking spaces for use by the general public (including Developer's tenants), free of charge on the Property on the site identified in the Project site plan

i. *Possible Easements.* Developer acknowledges and agrees that, during the City's normal review and approval process for the Plans, the City may require that Developer grant: (i) certain utility easements to the City over, across and under the Property; and (ii) certain public access easements to the general public over and across the Property, all as determined by the City in its reasonable discretion. Exhibit F attached hereto shows the possible areas of the Property that may be burdened by the easements described in the foregoing sentence; provided, however, that the City reserves the right to locate any such easements as it determines in its reasonable discretion.

3. Commitments of the City.

a. *Sale of the Property.* Subject to the terms and conditions of this Agreement, the City agrees to sell to Developer the Property for the Purchase Price on the Closing Date. The City shall convey the Property to Developer by the Deed, subject to all matters of record other than monetary liens, unless the City agrees in writing, in the City's discretion, to clear any matters of record or attach a list of permitted encumbrances based on a title search by Developer's title company provided to the City by Developer. The City's sole obligation shall be to deliver the Deed to Developer at Closing; provided, however, that the City agrees to cooperate with Developer's and Developer's title company's reasonable requests to execute additional closing documentation reasonably requested by Developer and provided to the City for review prior to the Closing Date, but only if such documentation does not subject the City, in the City's reasonable determination, to any additional obligations or liabilities. Notwithstanding the foregoing, the City agrees to execute and deliver to the Developer's title company on or prior to the Closing, any of the following, in form and substance reasonably acceptable to the City: (i) a customary and standard form of gap indemnity to permit the provision of a gap endorsement with respect to the title commitment issued by Developer's title company at Closing; (ii) a customary and standard form of construction work and tenants affidavit to facilitate the removal of certain so-called "standard" exceptions to title on the commitment issued by Developer's title company, other than any "standard survey exceptions"; and (iii) a customary form of broker's lien affidavit certifying that the no person is entitled a commission or other fee as a result of a brokerage or similar relationship with the City. Any transfer taxes, recording

fees, title insurance fees, due diligence expenses and other closing costs in connection with such conveyance shall be at Developer's expense. Developer understands and agrees that the City's conveyance is limited to the City's right, title, and interest in and to the Property. Should Developer desire to obtain title insurance or a survey in connection with this conveyance, such items shall be at Developer's sole cost and expense. The City agrees to use commercially reasonable efforts to close in escrow with Developer's title company; provided that all fees charged by the title company for closing the transaction shall be at Developer's expense.

b. *Tax Increment Grant.* Subject to the terms and conditions of this Agreement, the City agrees to provide the Tax Increment Grant to Owner, without interest. The Tax Increment Grant shall be made in up to sixteen (16) annual installments on or before November 1 of each year based the applicable Tax Increment Percentage of the Annual Tax Increment up to the cumulative maximum amount of the grant; provided, however, that the amount of the Tax Increment Grant in each year is further limited to the amount of the Annual Tax Increment actually appropriated for use as the Tax Increment Grant by the City Council for such year. The first annual payment of the Tax Increment Grant shall be made in the first (1st) calendar year following Project Completion, which Developer understands may be based on a partial valuation of the Project. In the event that Developer fails to meet all conditions precedent for an installment of the Tax Increment Grant for a given year, such installment shall be forfeited for such year. The City makes no representation or covenant, express or implied, that any non-zero Annual Tax Increment amount will be generated and/or appropriated in any given year or that, in the aggregate, all such installments will be sufficient to total the Tax Increment Grant set forth above. Any Annual Tax Increment which is not appropriated and allocated toward the Tax Increment Grant may be used by the City for any legally permitted purpose, in its sole discretion. In no event shall any installments of the Tax Increment Grant be made after the termination of the TID. The City reserves the right to accelerate payments of the Tax Increment Grant in its sole and absolute discretion. Notwithstanding anything to the contrary in this subsection or in this Agreement, in the event the City determines, in its discretion, that the Tax Increment Grant may not be paid in full prior to the end of the TID's statutorily-permitted expenditure period, the City shall have the option to issue the Developer a taxable tax increment revenue bond evidencing the City's obligation to pay the then-remaining balance of the Tax Increment Grant. Such revenue bond shall be payable solely from Annual Tax Increment and shall be subject to the terms and conditions of this Agreement, including, without limitation, that all payments under the bond shall be subject to and conditioned upon future annual appropriation of Annual Tax Increment by the City Council to payment of the bond and that no further bond payments shall be due after the termination of the TID.

c. *Lot Creation.* Prior to the Closing Deadline, the City shall, at its sole expense, cause the land constituting the Property to be legally-separate and distinct lot from the parent parcel to allow for the transfer at Closing, whether by certified survey map or other lawful land division. The City shall use commercially reasonable efforts to coordinate such land division with Developer and Developer's title company.

4. Conditions Precedent to the City's Obligations.

a. In addition to all other conditions and requirements set forth in this Agreement, all of the obligations of the City under this Agreement are conditioned upon the satisfaction of each and every one of the following conditions:

i. Developer shall provide the City with (A) evidence that the persons signing this Agreement on behalf of Developer are authorized to so sign this Agreement and to bind Developer to the terms and conditions of this Agreement, (B) a certified copy of the organizational documents for each entity constituting Developer, (C) a certificate of status issued by the Wisconsin Department of Financial Institutions or the applicable jurisdiction for each entity constituting Developer, and (D) resolutions or consents of the board of directors, partners or members, as the case may be, for each entity constituting Developer approving this Agreement and the transactions which are the subject of this Agreement. Developer shall provide this documentation on or before Forty-Five (45) days after the Effective Date, but in no event later than Closing.

ii. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor. All of Developer's representations and warranties in this Agreement, including, without limitation, those in Section 5 below, shall remain true and correct.

iii. An amendment to the TID Plan consistent with this Agreement shall have been adopted by all necessary parties.

b. In addition to all other conditions and requirements set forth in this Agreement, the obligation of the City under this Agreement to sell the Property to Developer is conditioned upon the satisfaction of each and every one of the following conditions:

i. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor. All of Developer's representations and warranties in this Agreement, including, without limitation, those in Section 5 below, shall remain true and correct.

ii. Developer, at its cost, shall provide the Project Cost Breakdown to the City, which must be acceptable in all respects to the City, provided that such acceptance may not be unreasonably conditioned, withheld or delayed.

iii. Developer shall provide the Plans to the City. The Plans must be acceptable in all respects to the City, provided that such acceptance may not be unreasonably conditioned, withheld or delayed.

iv. Developer shall provide the City with a detailed completion schedule for the Project which must be acceptable to the City, provided that such acceptance may not be unreasonably conditioned, withheld or delayed. Such schedule shall specify the timing of all material aspects of the Project. Any revisions to such completion schedule shall be subject to the City's review and approval. The parties acknowledge and agree that due to the nature of the construction industry, certain unavoidable delays may arise, from time-to-time, which may result in incidental changes to the completion schedule. In such event, the parties agree to cooperate in good faith to adjust the completion schedule to account for said delays and not to declare a default for such incidental changes.

v. Developer shall submit an executed copy of the construction contract or design-building agreement for the Project to the City. Such construction contract or design-building agreement must be reasonably acceptable to the City, provided that such acceptance shall not be unreasonably conditioned, withheld, or delayed. Among other requirements, Developer agrees, and agrees to cause its general contractor to agree, to use local subcontractors and tradespersons whenever reasonably practical.

vi. Developer shall execute and deliver any and all other documents reasonably required by the City effect the transactions contemplated by this Agreement.

vii. Developer shall provide financial information of the Developer to the City, which information shall be in form and content acceptable to the City, including, without limitation, evidence that the Developer has available funds sufficient to complete the Project.

viii. Developer shall provide evidence that the Third-Party Loan has closed and is available for disbursement for construction costs, or will be closed simultaneously with the sale of the Property at Closing.

ix. Developer shall provide evidence that the Memorandum will be recorded, at Developer's expense, immediately after the Deed and prior to any mortgages.

x. Developer shall have executed and delivered such other closing documentation reasonably requested by the City or Developer's title company, if any.

c. In addition to all other conditions and requirements set forth in this Agreement, the obligation of the City under this Agreement to provide each disbursement of the Tax Increment Grant is conditioned upon the satisfaction of each and every one of the following conditions:

i. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations

under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor. All of Developer's representations and warranties in this Agreement, including, without limitation, those in Section 5 below, shall remain true and correct.

ii. Project Completion and lien-free and fully-paid construction shall have occurred on or prior to the Project Completion Deadline, and Developer shall provide the City with such documentation as the City may reasonably require to evidence the same.

iii. Developer shall provide the City with written evidence of Developer's expenditures with respect to the construction spend requirement above, together with such other documentation as the City may reasonably require, such as lien waivers for such work.

iv. Developer shall provide the City with evidence that the Memorandum was either recorded before any mortgages, leases or any other assignment of the Property, or that such pre-existing mortgagee, lessee and/or assignee has agreed in writing to the terms and conditions of this Agreement.

All submissions given to the City to satisfy the conditions contained in this Section 4 must be satisfactory in form and content to the City, in its reasonable discretion.

5. Additional Representations, Warranties and Covenants of Developer. Developer represents and warrants to the City and covenants with the City as follows:

a. No Default, or event which with the giving of notice or lapse of time or both would be a Default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument entered into in connection with the Project.

b. All copies of documents, contracts and agreements which Developer has furnished and will furnish to the City are true and correct in all material respects.

c. Developer will pay for, or cause to be paid for, all work performed and materials furnished for the Project.

d. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

e. Each entity constituting Developer is a limited liability company duly formed and validly existing and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in

which failure to do so would have a material adverse effect on its business or financial condition.

f. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their terms (assuming due authorization, execution and delivery of this Agreement by City), subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

g. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's organizational documents or any indenture, instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer or the Project.

h. There is no litigation or proceeding pending or, to the best of Developer's knowledge, threatened against or affecting Developer or the Project that would adversely affect the Project or Developer or the enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

i. The Project Cost Breakdown to be provided to the City accurately reflects all Project costs that will be incurred in the development, completion, construction, furnishing and equipping of the Project, and the City is entitled to rely on the Project Cost Breakdown. Developer knows of no previously undisclosed circumstances presently existing or likely to occur which would or could be expected to result in a material variation or deviation from the Project Cost Breakdown.

j. Except as otherwise set forth herein, Developer will not, without the City's prior written consent, which consent may be withheld in the City's reasonable discretion, materially change the scope of the Project or the uses of the Project. Except as otherwise set forth herein or unless otherwise agreed in writing by the City, the construction, development and operation of the Property and the Project shall be in substantial conformity with the Proposal.

k. Developer shall not materially alter the Plans approved by the City without the prior written consent of the City, which consent may be withheld in the City's reasonable discretion.

l. Developer Covenants that construction of the Project shall proceed and be completed substantially in accordance with the construction schedule approved by the City.

m. Developer will conform and comply with, and will cause the Project to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including, without limitation, all zoning and land division laws,

rules, regulations and ordinances, all building codes and ordinances of the City, all environmental laws, rules, regulations and ordinances.

n. Developer covenants that it will perform and observe the covenants contained in, and the Project will conform and comply with, the covenants, restrictions, documents or instruments governing the Property.

o. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with the development, construction, management and operation of the Project.

p. From time to time at the request of the City, Developer shall provide financial information relating to the Project to the City, which information shall be in form and content reasonably acceptable to the City.

q. Except for a mortgage for the Third-Party Loan in an amount consistent with the City-Approved Project Cost Breakdown, Developer shall not sell, mortgage, assign, transfer, lease or convey all or any portion of the Property or the Buildings prior to Project Completion unless it first obtains the prior written consent of the City, which consent may be withheld in the City's reasonable discretion.

r. Developer agrees to pay timely all generally applicable property taxes assessed and levied in connection with the Property under applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time (including taxes and assessments due the year of Closing, if any); provided, however, that Developer shall have the right to lawfully dispute in good faith the property taxes or assessment for the Property so long as Developer otherwise complies with this Agreement, including, without limitation, payment by Developer of any required PILOT Payment; provided further that, except for good faith protests in cases of material inaccuracies, if Developer protests the assessment of the Property, then no payments of the Tax Increment Grant shall be due during the pendency of such appeal, and the City may reduce the total maximum principal amount of the Tax Increment Grant by the City's reasonable costs (including reasonable attorneys' fees) spent in connection with such appeal. Developer understands that a lower property tax liability will likely lower its Tax Increment Grant payments, and if any grant installments were previously made based on a higher property tax liability, Developer shall promptly reimburse the City for any overpayments of the Tax Increment Grant if the property taxes are later lowered. Nothing in this Agreement shall impair any statutory rights of the City and other taxing authorities with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes.

s. Developer understands and agrees that its use of the Property shall be subject to the terms and conditions of all recorded documentation, including, without limitation, the Riverfront Declaration.

The representations and warranties contained herein shall be true and correct at all times as required by this Agreement. Except for the express representations and warranties contained in this Agreement, neither Developer nor any other person or entity has made or makes any other

express or implied representation or warranty, either written or oral, on behalf of Developer, all such other express or implied representations or warranties being hereby expressly disclaimed. Developer shall comply with all covenants contained herein at all times during the term of this Agreement.

6. Defaults and Remedies.

a. *Default by Developer.* The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder:

i. Developer shall fail to pay any amounts due from it under this Agreement within ten (10) days after written notice of nonpayment from the City to Developer; or

ii. Any representation or warranty made by Developer in this Agreement, or any document or financial statement delivered by Developer pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given (or, alternatively, as of the date specified for such representation or warranty, if other than when made or given); or

iii. Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations (other than payment obligations, which is addressed in subparagraph i above, and the specific defaults listed in subparagraphs iv through x below) under this Agreement, and such failure shall continue for thirty (30) days following written notice thereof from the City to Developer (or such longer period of time as is necessary to cure the default as long as Developer has commenced the cure of the default within the 30-day period, is diligently pursuing the cure of the default; or

iv. Construction of the Project shall be abandoned for more than sixty (60) consecutive days, or if Project Completion is not achieved on or before the Project Completion Deadline, or if any portion of the Project shall be damaged by fire or other casualty and not promptly repaired, rebuilt or replaced; or

v. Developer shall: (A) become insolvent or generally not pay, or be unable to pay, or admit in writing its/his inability to pay, its debts as they mature; or (B) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (C) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (D) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it/him, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or (E) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its/his assets or

properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after its/his appointment; or (F) adopt a plan of complete liquidation of its assets; or

vi. If Developer shall dissolve or shall cease to exist; or

vii. A default shall occur and remain beyond any applicable notice and cure periods on any other indebtedness of or loan to Developer, or a default shall occur and remain beyond any applicable notice and cure periods under any mortgage or other lien or encumbrance affecting the Property or the Project.

b. *City Remedies.* In the event of Default by Developer, the City, may take any one or more of the following actions:

i. The City may suspend their performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure its default and continue its performance under this Agreement.

ii. The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Agreement, including securing an injunction to prevent harm.

iii. Upon the occurrence of any Default, any amounts due to the City shall accrue interest at the rate of one percent (1%) per month.

c. *Default by City; Developer Remedies.* In the event the City is in default hereunder, Developer shall be entitled to take any action allowed by applicable law by virtue of said default provided that Developer first gives the City written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than thirty (30) days in which the default may be cured by the City. In the event of a default by the City that remains uncured, Developer may seek any remedy available to Developer under the terms of this Agreement or take any other action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the City under this Agreement, including securing an injunction to prevent harm.

d. *Indemnification.* Subject to the limitation described herein and except for any misrepresentation or any misconduct of any of the indemnified parties, Developer shall indemnify, save harmless and defend the City and its respective employees, officers, volunteers, and elected and appointed officials, from and against any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including reasonable attorney costs and fees, for claims of any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought (i) because of any Default or (ii) because of any injuries or damages received or sustained by any persons or property on account of or arising out of the construction and/or operations of the Project and the Property to the extent caused

by the negligence or willful misconduct on Developer's part or on the part of its agents, contractors, subcontractors, invitees or employees, at any time. This Section 6.d shall survive termination of this Agreement.

7. Termination. Except for the terms which expressly survive termination and provided no Default exists, this Agreement shall terminate upon the latest to occur of (i) Project Completion, (ii) termination of the TID, and Developer's payment in full of all required PILOT Payments.

8. Force Majeure. For the purposes of any provisions of the Agreement, a party shall not be considered in breach or default of its obligations in the event of delay in the performance of such obligations to the extent due to a Force Majeure event. As used herein, "Force Majeure" means any event that (i) renders it impossible for the affected party to perform its obligations under this Agreement, (ii) is beyond the reasonable control of the affected party, (iii) is not caused by the intentional misconduct or recklessness of the affected party, and (iv) cannot be avoided by the exercise of due diligence by the affected party, including the expenditure of a commercially reasonable sum of money. Subject to the satisfaction of the conditions set forth in clauses (i) through (iv) of the foregoing definition, Force Majeure shall include, without limitation: (A) strikes or other labor conflicts that are not motivated by the breach of any other contract on the part of the affected party, strikes or other labor disputes that cause the delay of any major equipment supplied by a third party, a lockout, industrial dispute or disturbance; (B) civil disturbance, an act of a public enemy, war (whether or not declared), a riot, blockage, insurrections, terrorism, uprisings, sabotage and commercial embargoes against the United States of America (or against any other country if it impacts the delivery of any major equipment supplied by a third party); (C) an epidemic or pandemic; (D) natural phenomena such as hurricane, tornado, landslide, lightning, windstorm, earthquake, explosion, storm, flood; (E) fires, (F) inability to obtain or a delay in obtaining easements, rights-of-way or permits (provided such delay or inability was not caused by the party claiming Force Majeure); (G) acts, failures to act or orders of any kind of any governmental authority acting in its regulatory or judicial capacity (provided that the party claiming Force Majeure did not create or contribute to such act, failure or act or order); (H) the inability of any of the parties hereto, despite having exercised its commercially reasonable efforts, to obtain in a diligent and proper manner any permits necessary for such party's compliance with its obligations under this Agreement; (I) transport accidents, whether they be maritime, rail, land or air; (J) equipment failure or equipment damage (provided such failure or damage was not caused by the intentional misconduct or recklessness of the party claiming Force Majeure); and (K) a material change in law or any other cause, whether enumerated herein or otherwise, not within the control of the party claiming Force Majeure, which precludes that party from carrying out, in whole or in part, its obligations under this Agreement. Force Majeure with respect to a party shall not include any of the following events: (1) financial difficulties of such party; (2) changes in market conditions affecting such party; or (3) delay in the compliance by any contractor or subcontractor of such party, except where such delay under (1), (2) or (3) is caused by circumstances which would otherwise constitute Force Majeure under this Agreement if such party were the affected person.

9. Miscellaneous.

a. Assignment. Developer shall not have the right to assign this Agreement to any other party without the prior written consent of the City prior to Project Completion, which

consent may be withheld in the City's reasonable discretion. Following the Project Completion, Developer shall have the right to assign this Agreement to any other party without the prior written consent of the City provided that the assignee has accepted all rights duties and obligations of the Developer under this Agreement. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties and shall run with the land.

b. Recording. Recording of this Agreement is prohibited except for the recording of the Memorandum.

c. Notices. All notices hereunder must be in writing and must be sent by either (i) United States registered or certified mail (postage prepaid), or (ii) by an independent overnight courier service, addressed to the addresses specified below:

Notices to Developer:

S. C. Swiderski, LLC
401 Ranger Street
Mosinee, WI 54455
Attn: Ms. Kortni Wolf

with a copy to:
Ruder Ware, L.L.S.C.
500 North First Street, Suite 8000
Wausau, WI 54403
Attn: Steven P. Lipowski

the City:

City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: City Clerk

with a copy to:
City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: City Attorney

Notices given by mail are deemed delivered within (3) three business days after the party sending the notice deposits the notice in the United States Post Office. Notices delivered by courier are deemed delivered on the next business day after the party delivering the notice timely deposits the Notice with the courier for overnight (next day) delivery.

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

e. Waiver; Amendment. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and then only to the extent specifically set forth in writing. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

- f. Entire Agreement. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.
- g. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of Developer and the City, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by Developer or the City, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to construction of the Project.
- h. Severability. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent by law.
- i. Governing Law. This Agreement is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Agreement must be brought in Marathon County, Wisconsin.
- j. Time is of the Essence. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor.
- k. Relationship of Parties. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between the City and Developer.
- l. Captions and Interpretation. The captions of the articles and sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.
- m. Counterparts/Electronic Signature. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. Facsimile signatures and PDF email signatures shall constitute originals for all purposes.
10. Joint and Several Obligations. If Developer consists of more than one entity, each such entity shall be jointly and severally liable for the payment and performance of all obligations of

Developer under this Agreement and the City may bring suit against each such entity, jointly or severally, or against any one or more of them.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first printed above.

DEVELOPER:

S. C. SWIDERSKI, LLC,
a Wisconsin limited liability company

By: _____
Name: _____
Title: _____

SCS WAUSAU, LLC,
a Wisconsin limited liability company

By: _____
Name: _____
Title: _____

THE CITY

CITY OF WAUSAU

By: _____
Katie Rosenberg, Mayor

Attest: _____
Kaitlyn Bernarde, Clerk


EXHIBIT A

DEPICTION OF THE PROPERTY

PART OF SECTIONS 25 AND 26, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU,
MARATHON COUNTY, WISCONSIN.



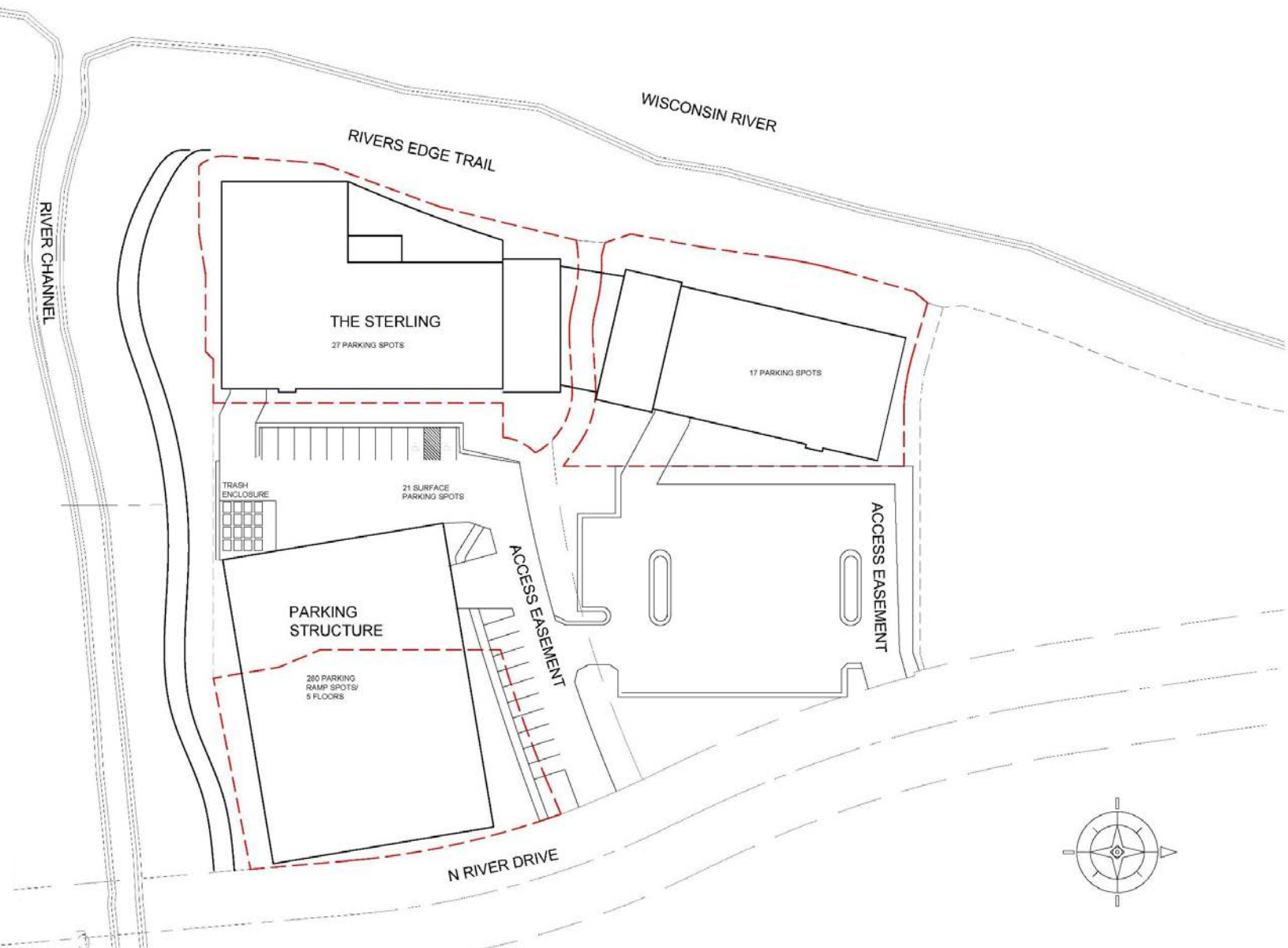
SCALE IN FEET



0 25 50 100

EXHIBIT B
PROJECT SITE PLAN

Proposed Site Plan



Multi-Family Information	
2 Bedrooms	18 Units
1 Bedrooms	36 Units
Studio Suites	70 Units
Studios	72 Units
Penthouse Suites	4 Units

Parking	
Combined Interior Parking	324
Surface Lot	21
Total Parking	345
Parking Per Unit	1.73

Retail Information	
Retail Space #1	870 Sq Ft
Retail Space #2	2229 Sq Ft

SCS Wausau – Site Statistics	
Total Units	200
Acres	2.06
Density (Units Per Acre)	97.09

EXHIBIT C

FORM OF RECORDABLE SHORT FORM MEMORANDUM

**MEMORANDUM OF
DEVELOPMENT AGREEMENT
(Riverlife – S. C. Swiderski)**

Document Number

Document Name

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT (this “Memorandum”) is made and entered into as of the ____ day of _____, 202__ **INTD: TO BE DATED AND RECORDED THE DATE OF THE TRANSFER OF THE PROPERTY FROM THE CITY TO OWNER**, by and between the CITY OF WAUSAU, a Wisconsin municipal corporation located at 407 Grant Street, Wausau, WI 54403 (the “City”), on the one hand, and S. C. SWIDERSKI, LLC, a Wisconsin limited liability company (“SCS”) and SCS WAUSAU, LLC, a Wisconsin limited liability company, both with offices located at 401 Ranger Street, Mosinee, WI 54455, (“Owner” and, together with SCS, the “Developer”), on the other hand (the City and Developer are referred to herein, collectively, as the “Parties”).

WHEREAS, the Parties entered into a certain Purchase and Development Agreement (Riverlife – S.C. Swiderski) dated as of [REDACTED], 2023 (as may be amended from time to time, the “Development Agreement”) with respect to certain property described on Exhibit A attached hereto (the “Property”); and

WHEREAS, on even date herewith, the Owner, an affiliate of SCS, has purchased from the City the Property pursuant to the terms of the Development Agreement; and

WHEREAS, the Parties desire to place this Memorandum of record in the real estate records for Marathon County, Wisconsin to provide notice to third parties of the Development Agreement.

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

1. Development Agreement.

a. Notice is hereby given that the Parties have entered into the Development Agreement affecting the Property. Until termination of the Development Agreement, the Development Agreement runs with the Property and is binding upon, benefits and burdens the Property, Developer and any subsequent owner and/or mortgagee of all or any portion of the Property and each of their successors and assigns. The Development Agreement imposes certain obligations, liabilities and restrictions on the owners and/or mortgagees of all or any portion of the Property.

Recording Area

Name and Return Address

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

See Exhibit A attached
Parcel Identification Number (PIN)

This is not homestead property.

b. The term of the Development Agreement commenced as of the effective date of the Development Agreement and terminates as provided therein.

c. The Development Agreement contains certain rights of the City to require the Developer to transfer the Property back to the City if certain conditions are not satisfied, as set forth in the Development Agreement.

d. The Development Agreement contains certain rights of the City to receive a payment in lieu of taxes in the event the Property, or any part of it, becomes exempt or partially exempt from general property taxes during the term of the Development Agreement, as set forth in the Development Agreement.

2. Miscellaneous.

a. The terms, conditions and other provisions of the Development Agreement are set forth in the Development Agreement, express reference to which is made for greater particularity as to the terms, conditions and provisions thereof. A copy of the Development Agreement is available upon request from the City at the offices of the City Clerk.

b. This Memorandum is not a complete summary of the Development Agreement. Provisions in this Memorandum shall not be used to interpret the provisions of the Development Agreement. In the event of conflict between this Memorandum and the unrecorded Development Agreement, the unrecorded Development Agreement shall control.

c. This Memorandum may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the Parties.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first set forth above.

DEVELOPER:

S. C. SWIDERSKI, LLC,
a Wisconsin limited liability company

By: [EXHIBIT - NOT FOR SIGNATURE]

Name: _____

Title: _____

[illegible]

Personally came before me this _____ day of _____, 20_____, _____, to me known to be the person who executed the foregoing instrument and to me known to be the _____ of S. C. Swiderski, LLC, a Wisconsin limited liability company, and acknowledged that s/he executed the foregoing instrument as such authorized representative of said entity and with its authority.

Print Name: _____

Notary Public, State of Wisconsin

My commission:

OWNER:

SCS WAUSAU, LLC

a Wisconsin limited liability company

By: [EXHIBIT - NOT FOR SIGNATURE]

Name: _____

Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 20____, _____, to me known to be the person who executed the foregoing instrument and to me known to be the _____ of SCS Wausau, LLC, a Wisconsin limited liability company, and acknowledged that s/he executed the foregoing instrument as such authorized representative of said entity and with its authority.

Print Name: _____

Notary Public, State of Wisconsin

My commission: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[To be added]

PIN(s): []

EXHIBIT D

ANTICIPATED TAX INCREMENT GRANT PAYMENT SCHEDULE

*****FOR INFORMATIONAL PURPOSES ONLY*****

City of Wausau

TID 12 (S.C. Swiderski)

Cash Flow Projection

Year	Projected Revenues			Expenditures			Balances		Year
				Tax Increment Grant 9,277,000 Dated Date: TBD					
	Tax Increments	Other Revenue	Total Revenues	Annual Increment	Percent Avaliable	Total Expenditures	Annual	Cumulative	
2026	199,522		199,522	179,570	90%	179,570	19,952	19,952	2026
2027	767,730		767,730	690,957	90%	690,957	76,773	96,725	2027
2028	767,730		767,730	690,957	90%	690,957	76,773	173,498	2028
2029	767,730		767,730	690,957	90%	690,957	76,773	250,271	2029
2030	767,730		767,730	690,957	90%	690,957	76,773	327,044	2030
2031	767,730		767,730	575,797	75%	575,797	191,932	518,977	2031
2032	767,730		767,730	575,797	75%	575,797	191,932	710,909	2032
2033	767,730		767,730	575,797	75%	575,797	191,932	902,841	2033
2034	767,730		767,730	575,797	75%	575,797	191,932	1,094,774	2034
2035	767,730		767,730	575,797	75%	575,797	191,932	1,286,706	2035
2036	767,730		767,730	575,797	75%	575,797	191,932	1,478,639	2036
2037	767,730		767,730	575,797	75%	575,797	191,932	1,670,571	2037
2038	767,730		767,730	575,797	75%	575,797	191,932	1,862,503	2038
2039	767,730		767,730	575,797	75%	575,797	191,932	2,054,436	2039
2040	767,730		767,730	575,797	75%	575,797	191,932	2,246,368	2040
2041	767,730		767,730	575,797	75%	575,797	191,932	2,438,301	2041
2042	767,730		767,730	0	0%	0	767,730	3,206,030	2042
2043	767,730		767,730	0	0%	0	767,730	3,973,760	2043
2044	767,730		767,730	0	0%	0	767,730	4,741,490	2044
2045	767,730		767,730	0	0%	0	767,730	5,509,219	2045
Total	14,786,386	0	14,786,386	9,277,167		9,277,167	5,509,219		Total

EXHIBIT E

CITY'S INSURANCE REQUIREMENTS

The Developer/Contractor shall not commence work until proof of insurance required has been provided in writing to the applicable department.

Developer/Contractor shall procure and maintain, during the term of this Contract, and for such length of time as is specified, if any, in the agreement or listed below, whichever is longer, insurance coverage in the following amounts and types:

- (a) Professional Liability – if project includes the use of engineers, architects, or other professionals, the below coverage and limits apply:
 - (1) Limits
 - (i.) \$1,000,000 each claim
 - (ii.) \$1,000,000 annual aggregate
 - (2) Must continue coverage for 2 years after final acceptance of service/job/work.
- (b) Commercial General Liability Coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:
 - (i.) \$1,000,000 each Occurrence limit
 - (ii.) \$1,000,000 Personal and Advertising Injury limit
 - (iii.) \$2,000,000 general aggregate (other than Products-Completed Operations) per project
 - (iv.) \$2,000,000 Products-Completed Operations aggregate
 - (v.) \$50,000 Fire Damage limit – any one fire
 - (vi.) \$5,000 Medical Expense limit – any one person
 - (vii.) Products-Completed Operations coverage must be carried for two years after final acceptance of work.
- (c) Automobile Liability Coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1 – “Any Auto” basis.
- (d) Worker's Compensation and Employer's Liability if required by Wisconsin State Statute or any Worker's Compensation Statutes of a different state. Must carry coverage for Statutory Worker's Compensation and an Employer's Liability with limits of:
 - (i.) \$100,000 Each Accident,
 - (ii.) \$500,000 Disease-Policy Limit
 - (iii.) \$100,000 Disease-Each Employee
 - (iv.) Employer's Liability limits must be sufficient to meet umbrella liability insurance requirements.
- (e) Umbrella Liability Coverage at least as broad as the underlying Commercial General Liability, Automobile Liability, and Employer's Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City. Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.
- (f) Installation Floater/Developer's Equipment or Property – The contractor is responsible for loss and coverage for these exposures. City will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors. This includes but is not limited to property owned,

leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or sub-contractor of any tier.

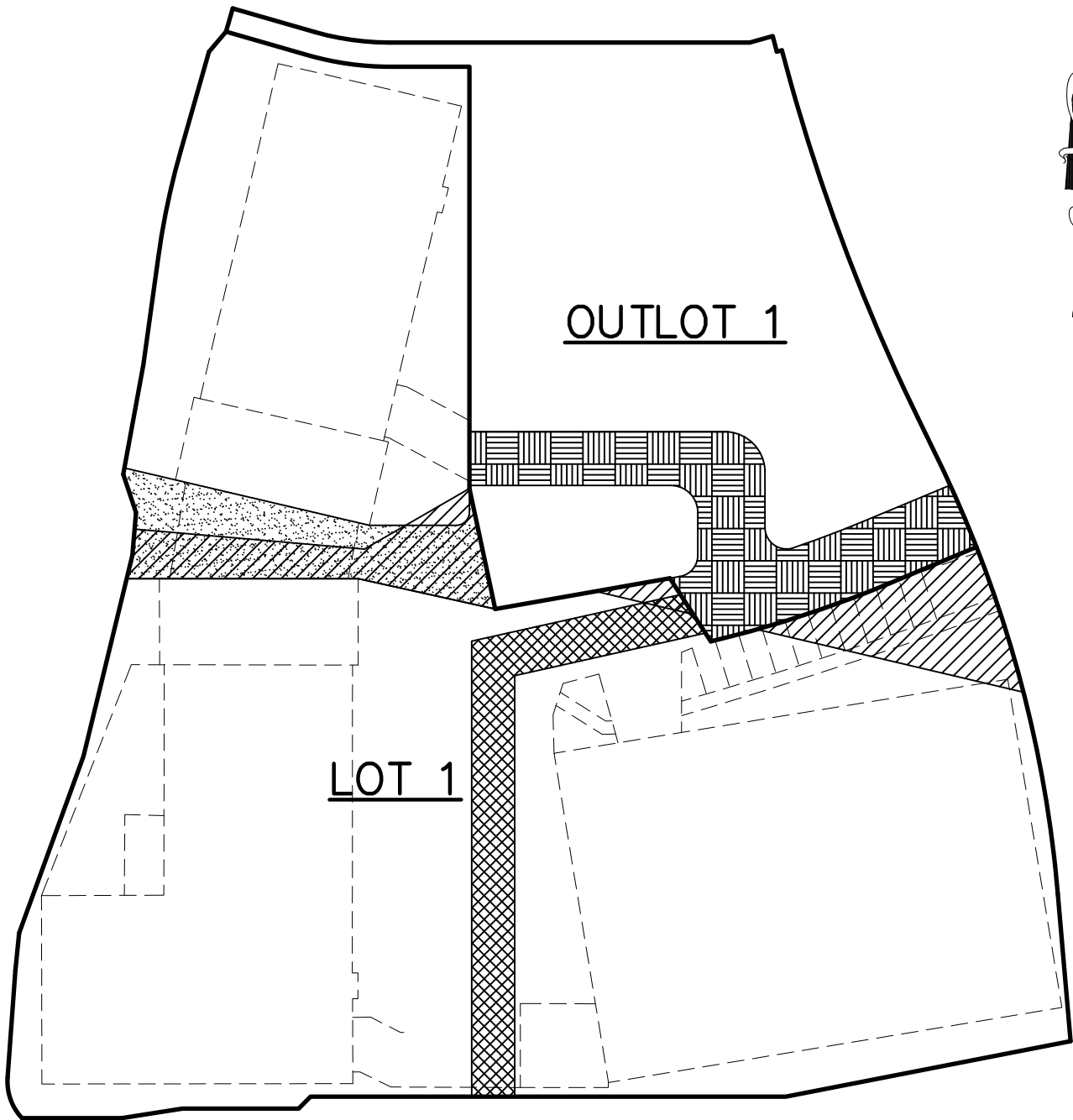
(f) Applicable Requirements and Provisions for Liability Insurance of Developers/Sub-Contractors

- (i.) Primary and Non-contributory requirement - All insurance must be primary and non-contributory to any insurance or self-insurance carried by City.
- (ii.) Acceptability of Insurers - Insurance is to be placed with insurers who have an A.M. Best rating of no less than A- and a Financial Size Category rating of no less than Class VII, and who are authorized as an admitted insurance company in the State of Wisconsin.
- (iii.) Additional Insured Requirements - The following must be named as additional insureds on all liability policies: City of Wausau, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products – Completed Operations additional insured coverage per ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Worker's Compensation policies or Professional Liability policy.
- (iv.) Waivers of Subrogation – All developer and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Wausau, its officers, elected or appointed officials, agents, employees, and authorized volunteers.
- (v.) Deductibles and Self-Insured Retentions - Any deductible or self-insured retention in the developer's policy must be declared to the City of Wausau and satisfied by the contractor.
- (vi.) Evidence of Insurance - Prior to execution of the Agreement, the Developer shall file with the City a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this Contract. In addition, form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent on the Commercial General Liability coverage.
- (vii.) Limits and Coverage – The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Developer under this Agreement.
- (VIII.) Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days' prior written notice to the City of Wausau, except where cancellation is due to the non-payment of premiums, in which event, 10 days' prior written notice shall be provided.

EXHIBIT F

POSSIBLE EASEMENTS

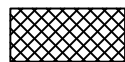
PROPOSED EASEMENTS MAP



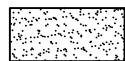
LEGEND



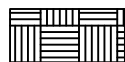
PROPOSED SANITARY SEWER AND WATERMAIN EASEMENT



PROPOSED STORM SEWER EASEMENT



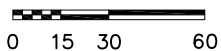
PROPOSED PUBLIC ACCESS EASEMENT



PROPOSED SCS ACCESS EASEMENT



SCALE IN FEET



[EXHIBIT G]

[SUPPLEMENT TO PROPOSAL]

Applicant Information

Legal Name

S.C. Swiderski, LLC

D/B/A

Mailing Address

401 Ranger St.

Address Line 2

Mosinee

WI

54455

Primary Contact Number

715-693-9522

Cell Phone Number

###-###-####

Email

jmillier@scswiderski.com

Attorney

Legal Entity (check one)

- ☐ Individual(s)
- ☐ Joint Tenants
- ☐ Tenants in Common
- ☐ Corporation
- ☒ LLC

- ☐ Partnership
- ☐ Other




If not a Wisconsin corporation/partnership/ LLC, state where organized

Select one... ▼



Will a new entity be created for ownership?

- ☐ Yes
- ☒ No

Principals of existing or proposed corporation/partnership/LLC and extent of ownership interests:

Name	Address	Title	Ownership Percentage		
Sheila Swiderski	401 Ranger St. Mosine	Owner	50	%	 Remove
Shane Swiderski	401 Ranger St. Mosine	Owner	50	%	 Remove
					 Add

Investors and extent of ownership interests:

Name	Address	Title	Ownership Percentage		
				%	 Remove
					 Add

Applicant and all principals and investors, please provide a residence list for the past 20 years. This listing will be used to further complete the background and reference check investigation process in other municipalities/states as applicable.

Municipal reference list provided

Is any owner, member, stockholder, partner, officer, or director of any previously identified entities, or any member of the immediate family of any such person, an employee of the City of Wausau? (check one)

- ☐ Yes

☒ No

Have any of the applicants (including the principals of the corporation / partnership / LLC and any investors in the project) ever been charged or convicted of a misdemeanor or felony?

☐ Yes

☒ No

All applicants (including the principals of the corporation / partnership / LLC and any investors in the project) shall have a credit, criminal and financial investigations completed as follows at the expense of the applicants:

- Criminal Background Check through the Department of Justice. Report will be run by Wausau Police Department.
- Wisconsin Court System Circuit Court Access Search (<https://wcca.wicourts.gov/index.xsl>).
- Credit Bureau Report, using at least one of the available providers, shall be obtained (personal/business).
- Any other sources deemed necessary by all the parties involved in the application approval process.

Previous

Next

Project/Property Information Project Narrative

Overall Project Summary and Objectives (feel free to upload a document for your answer):

See Attached

Project Summary Document

Drag and drop file here or

Select file...

Parcel Address(es):

Lots 6, 7, 8, and outlot 4 of 1200 N. River Dr. Wausau, WI

Proposed Parcel/Land Area: (in Acres)

2.06

Proposed Building Area: (in Square Feet)

Number of Dwelling Units:

200

Number of Stories

7

Number of Parking Spaces

345

Current and Proposed Uses:

Currently vacant lots. Proposed Use: 200 apartment units, 2 retail spaces, and 280 stall parking garage, garbage receptacle area

Description of End Users:

S.C. Swiderski apartments are targeted toward market rate renters covering several income levels

Current Assessed Value:

\$

Current Property Taxes:

\$

Describe any zoning changes that will be needed:

Identify any other approvals, permits or licenses needed (ie. Liquor License, Health Department. etc.):

Per city direction

Describe briefly what the project will do for the property and/or neighborhood:

The project provides needed housing to the city of Wausau and additional retail accessible to tenants and pedestrians. Continues plan of walkability in the Riverlife District,

Project Timeline

Final Plan/Specification Preparation

08/2023

Bidding and Contracting

01/2024

Firm Financing Approval

08/2023

Construction/Rehabilitation

05/2024

Landscaping/Site Work

04/2026

Occupancy/Lease Up

04/2027

Development Team

Developer

Jacqui McElroy

Architect

Nate Heuss

Surveyor

REI

Contractor

S.C. Swiderski Construction, LLC

Others

TBD

Describe Development Team expertise and experience in developing similar projects:

S.C. Swiderski has a 30 year history of developing apartments throughout the state of Wisconsin. The company currently has over 2,200 units that are managed by S.C. Swiderski Property Management and S.C. Swiderski Maintenance teams.

Other current Development Team projects in development:

Chetek, Eau Claire, Madison, Marshfield, Merrill, Mosinee, Nekoosa, New London, Plover, Sturgeon Bay, Tomahawk, Weston

Past Development Team projects for references:

Community Name	Contact Person	Contact Phone Number	
Urban West Wausau	Jacqui McElroy	715-693-9522	+ Remove
Westwood Estates Wausau	Jacqui McElroy	715-693-9522	+ Remove
Village Estates Kronenwetter	Jacqui McElroy	715-693-9522	+ Remove
			+ Add

Provide a list of References for suppliers and trade groups you have worked on past projects with. Please note, these references will be checked to verify for past performance:

Supplier	Contact Person	Contact Phone Number	
Wisconsin Building Supply	Mark Norris	715-344-0100	+ Remove
Builders First Source	Mike Niggeman	715-340-8453	+ Remove
			+ Add

Describe the financial ability of the applicant to complete the project:

S.C. Swiderski will be the developer and sole owner of the project. The company has fostered a strong, long-standing relationship with local and national lenders as indicated in the provided references. The company has demonstrated over the last 30 years the ability to fund similar projects. Financial statements and other documents presenting the financial condition of the company can be provided upon selection.

Number of full-time jobs to be created in the City of Wausau by the proposed project:

7

Average estimated annual salary for full-time jobs to be created by the proposed project

\$ 37000.00

Number of part-time jobs to be created in the City of Wausau by the proposed project:

Average estimated annual salary for part-time jobs to be created by the proposed project

\$	
----	--

If existing business, number of current full-time employees located in the City of Wausau:

\$	3.00
----	------

If existing business, number of current part-time employees located in the City of Wausau:

\$	4.00
----	------

Will you or have you completed a market study related to the project?

- ☒ Yes
- ☐ No

Will you or have you obtained an appraisal on the proposed property acquisition?

- ☒ Yes
- ☐ No

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Project Budget/Financial Information

Describe why the project cannot occur "but for" City participation:

This project would not be feasible but for financial assistance in the amount of 15% of the project value. Additional expenses due to site constraints such as a high water table level, brownfield environmental closure, and minimal lot sizes adversely affect the project's proforma. In addition to these factors, construction costs have increased in greater proportion than the market rent rates.

Identify the sources and uses of funds for the project. Typical sources include equity, lender financing, mezzanine financing, government financing, other anticipated types of public assistance, and any other types or methods of financing.

Use of Funds	Amount (\$)	% of total uses		
Land Aquisition	\$ 400000.00	0.89	%	 Remove
Contingency	\$ 2150000.00	4.78	%	 Remove
Building Construction/Renovation	\$ 20994800.00	46.66	%	 Remove
Building Construction/Renovation	\$ 10000000.00	22.22	%	 Remove
Soft Cost/Fees: Title/Recording/Transfer	\$ 1118000.00	2.48	%	 Remove
Soft Cost/Fees: Developer Fee	\$ 1000000.00	2.22	%	 Remove
Soft Cost/Fees: Architect/Engineer	\$ 1204000.00	2.68	%	 Remove
Soft Cost/Fees: Project Management	\$ 5400000.00	12.00	%	 Remove
Soft Cost/Fees: Other	\$ 533200.00	1.18	%	 Remove
Site Clearance: Infrastructure	\$ 2200000.00	4.89	%	 Remove
				 Add

Total Uses of Funds Amount

\$ 45,000,000.00

Sources

Equity Type	Describe Other	Amount (\$)		% of total sources		
Developer Equity ▼	15%	\$	6750000.00	50.00	%	⊕ Remove
Other TIF Assistance ▼	15%	\$	6750000.00	50.00	%	⊕ Remove
						⊕ Add

Total Sources of Funds Amount

\$	13,500,000.00
----	---------------

Loan Information

Describe Loan	Amount		Terms: (Years and Interest Rate)	Contact Information	
Conventional 70%	\$	36000000.00	30 year/ 5.5%		⊕ Remove
					⊕ Add

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Projection Revenue

This project involves:

☒ Rental Property

☐ Sales Property

Rental Revenue Projections

	Year (1, 2, 3+)	Year (1, 2, 3+)	Year (1, 2, 3+)	+ Add
Income rent per SF (or avg.)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
Commercial Rent	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
Commercial Expense Recoveries	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
Residential Rent	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
Other	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
Gross Potential Income (Sum of Income Sources)	\$ 0.00	\$ 0.00	\$ 0.00	
Commercial Vacancy	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
Residential Vacancy	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
Effective Gross Income (EGI)	\$ 3662820.00	\$ <input type="text"/>	\$ <input type="text"/>	
	+ Remove	+ Remove	+ Remove	

Maintenance & Repairs	\$ 256984.56	\$	\$
Real Estate Taxes	\$ 660817.44	\$	\$
Insurance	\$ 93615.80	\$	\$
Management Fee	\$ 209258.86	\$	\$
Professional Fees	\$ 36712.08	\$	\$
Other Expenses	\$ 233121.71	\$	\$
Total Expenses	\$ 1490510.45	\$	\$
Net Operating Income: NOI (EGI - Total Expenses)	\$ 2175715.00	\$	\$
Capital Expenses	\$	\$	\$
Debt Services	\$ 2652858.00	\$	\$
Net Cash Flow (NOI - Capital Expense and Debt Services)	\$ 277133.40	\$	\$
	⊛ Remove	⊛ Remove	⊛ Remove

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Filing Requirements

You must provide all the following items with your signed application for it to be considered complete:

1. Fee: A nonrefundable fee of \$1,000 made payable to the City of Wausau.
2. Site Maps: Provide a map that shows the location of the site and a map that focuses on the project and its immediate surroundings.

Site Maps

Drag and drop files here or

Select files...

3. Project Renderings: Provide preliminary architectural drawings, plans, and renderings for the project.

Project Renderings

Drag and drop files here or

Select files...

4. Projections: Provide cash flow projections for the project.

Cash Flow Projections

Drag and drop files here or

Select files...

5. Statements: Profit and loss statements for the past three (3) years (if applicable) – this may be shared in a closed session if necessary and requested.

Profit and Loss Statements

Drag and drop files here or

Select files...

Declarations

The City requests answers to the following for any applicant, investor, developer, officer or affiliate of an entity or LLC with an ownership or share of 20 percent or greater in the proposed project:

Involved in a previous or pending lawsuit or legal proceeding?

- ☐ Yes
- ☒ No

Additional Consideration

Please Answer the Following:

Will you sign a community workforce agreement with the local Building Trades Council?

- ☐ Yes
- ☒ No

Will you agree to source all sub-contractors from within a 100-mile radius of City of Wausau?

- ☒ Yes
- ☐ No

Will you agree to not protest to the Board of Review, except in cases of material inaccuracies, your real estate assessment for the subject properties?

- ☒ Yes
- ☐ No

Will you complete the design assistance process of the Wisconsin Focus on Energy Program, which offers incentives and consultations on energy efficiency?

- ☒ Yes
- ☐ No

Will you consider using Property Assessed Clean Energy (PACE) funding which can provide financing support for construction which meets energy efficiency or alternative energy standards?

- ☒ Yes
- ☐ No

Will you provide corporate tax filing verification information for job creation reporting purposes, if requested?

- ☒ Yes
- ☐ No

Will you authorize the City to check references, run a credit report and verify criminal and financial backgrounds

- ☒ Yes
- ☐ No

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Involved in a previous or pending bankruptcy or insolvency proceeding?

- ☐ Yes
- ☒ No

Charged with a crime, paid or otherwise complied with civil penalties, or been the subject of a criminal or civil investigation?

- ☐ Yes
- ☒ No

Have any outstanding tax liens currently or previously?

- ☐ Yes
- ☒ No

Have any projects with a construction delay of six months or greater?

- ☐ Yes
- ☒ No

Please attach a detailed explanation of any YES responses.

Drag and drop files here or

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PURCHASE AND DEVELOPMENT AGREEMENT
(Riverlife – S. C. Swiderski)

THIS PURCHASE AND DEVELOPMENT AGREEMENT (Riverlife – S.C. Swiderski) (this “Agreement”) is made as of [_____], 2023 (the “Effective Date”), by and among the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”), S. C. SWIDERSKI, LLC, a Wisconsin limited liability company (“SCS”) and SCS WAUSAU, LLC, a Wisconsin limited liability company (“Owner”) (SCS and Owner are referred to herein, collectively, as “Developer”).

RECITALS

WHEREAS, the City is the owner of certain real property in the City of Wausau, County of Marathon, State of Wisconsin, consisting of approximately 2.11 acres and being generally depicted and identified as “Lot 6”, “Lot 7”, “Lot 8” and a portion of “Outlot 4” on Exhibit A attached hereto (the “Property”); and

WHEREAS, the Property is in an area governed by the Riverfront Declaration (defined below); and

WHEREAS, the City has, pursuant to the authority granted in Wisconsin Statutes, Section 66.1105, created the City of Wausau Tax Increment District Twelve (the “TID”) and adopted a Project Plan for the TID (as amended from time to time, the “TID Plan”) to finance certain costs to induce development within or around the TID; and

WHEREAS, in order to achieve the objectives of the TID Plan and to make the land within the TID available for development by private enterprises for and in accordance with the uses specified in the TID Plan, the City has determined to provide assistance through grants from the TID and other actions, as hereinafter set forth, to permit development to proceed; and

WHEREAS, Developer has proposed a development, as hereinafter described, within the TID and located on the Property; and

WHEREAS, in connection with such development, Developer desires to purchase the Property as determined in accordance with the terms and conditions of this Agreement; and

WHEREAS, Developer’s ability to develop the Property requires certain financial incentives from the City as set forth herein; and

WHEREAS, the City has determined that the proposed development by Developer (i) will promote and carry out the development objectives of the City, (ii) furthers the purposes of the TID Plan, and (iii) would not occur at the Property without the assistance of the City.

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

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

- a. "Agreement" is defined in the introductory paragraph to this Agreement.
- b. "Annual Tax Increment" means, for any given year, the annual gross tax increment revenues (over the base year tax liability) paid and actually received by the City which is generated by property tax payments on the Property for any such year plus amounts received by the City for any required PILOT Payment hereunder attributable to such year. In the event of a negative number, the Annual Tax Increment for such year will be deemed to be Zero Dollars (\$0.00). The base year for such tax increment revenues calculation shall be the year of Closing, and the parties agree that the base year value of the Property and the base year tax liability shall both be deemed to be Zero Dollars (\$0.00) for the purposes of calculating Annual Tax Increment.
- c. "Buildings" means (i) the seven-story mixed-use commercial/apartment building consisting of at least 200 total residential units and two (2) ground-floor commercial spaces of approximately 870 square feet and 2,229 square feet respectively; (ii) the separate parking structure with at least 280 interior parking spaces on 5 levels; (iii) at least 21 outdoor surface parking spaces (for use by the general public); and (iv) ancillary improvements in connection with the foregoing, to be constructed on the Property in accordance with the Plans and in substantial conformity with the Proposal and as generally depicted on the site plan attached hereto as Exhibit B. In the event of a conflict between the Proposal and this Agreement (including the attached site plan), this Agreement shall control
- d. "City" is defined in the introductory paragraph of this Agreement.
- e. "Closing" means the execution of the Deed and sale and conveyance of the Property to Owner in exchange for the Purchase Price, as contemplated by and subject to the terms and conditions of this Agreement.
- f. "Closing Date" means the date that Closing occurs, which shall be a date mutually agreed to by the City and Developer but in no event shall the date be later than the Closing Deadline.
- g. "Closing Deadline" means the date that is thirty (30) days after the termination (or earlier waiver by Developer) of the Due Diligence Period, but in no event later than December 29, 2023.
- h. "Deed" means a special warranty deed of the Property from the City to Owner.
- i. "Default" is defined in Section 6 below.
- j. "Developer" is defined in the introductory paragraph to this Agreement.

- k. “Due Diligence Period” means the time period commencing on the Effective Date and terminating on November 30, 2023 (but in any event no later than the day of Closing) or such earlier date that Developer waives the remainder of the Due Diligence Period.
- l. “Effective Date” is defined in the introductory paragraph of this Agreement.
- m. “Memorandum” means a short form memorandum of this Agreement recorded in the real estate records against the Property. The parties agree that the form of memorandum attached hereto as Exhibit C is acceptable to both parties.
- n. “Minimum Assessed Value” means Twenty-Nine Million, Three Hundred Eighty-Seven Thousand, Three Hundred Seventy-Five and 0/100 Dollars (\$29,387,375.00).
- o. “Minimum Construction Cost” means at least Fifty-Two Million Dollars (\$52,000,000.00).
- p. “Plans” means final detailed plans and specifications for the Project in form and substance acceptable to the City, which shall include, without limitation, the following: all improvements now located or to be located on the Property (including the Buildings), the footprint of all improvements and the square footage of all improvements, all easements, pathways, exterior boundary lines, walkways, parking and circulation areas, adjoining public streets and alleys, utilities, exits and entrances, all signage, sidewalks, landscaping, all materials to be used in construction, all interior and exterior finishes, building sections, description of room and space sizes, plan arrangement of rooms and functional spaces, exterior elevations, the stacking of floors and all construction elements, a narrative description of all structural systems, mechanical systems, electrical systems and any specialty systems. The Plans shall also include a detailed landscaping plan and a detailed landscape maintenance plan.
- q. “Project” means the construction of the Buildings and the additional redevelopment of the Property for the operation of the Buildings, and construction and installation of all other improvements as may be required in order to comply with applicable zoning and building laws, rules, regulations, codes and ordinances and in order to develop and operate the Property in substantial conformity with the Plans and the Proposal, including, but not limited to, any realignment of the storm sewer system on the Property as determined by the City in its reasonable discretion.
- r. “Project Commencement” means the occurrence of all of the following: (i) Closing has occurred; (ii) all building permits and other permits for the commencement of construction of the Project have been obtained; (iii) the Third-Party Loan has closed; and (iv) mobilization and commencement of construction of the Project at the Property has occurred (as reasonably determined by the City).
- s. “Project Commencement Deadline” means June 1, 2024.
- t. “Project Completion” means the occurrence of all of the following: (i) a certificate of occupancy is issued by the appropriate governmental authorities for Project, as

applicable; and (ii) the Project architect has issued a certificate stating that the Project has been substantially completed in accordance with the Plans.

u. “Project Completion Deadline” means March 1, 2027.

v. “Project Cost Breakdown” means a current cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying development, engineering, construction, furnishing, equipping, financing, contingency and all other direct and indirect costs of development, construction and installation of the Project in accordance with the Plans for the Project. The Project Cost Breakdown shall also include the Developer’s proposed source of funds for each line-item and shall specify which line items Developer proposes be used when calculating whether the Minimum Construction Cost requirement herein is satisfied.

w. “Property” is defined in the Recitals above.

x. “Proposal” is Developer's project proposal for the Property, dated July 21, 2022, as supplemented by Developer's TIF Application submitted on August 26, 2022, and last revised/supplemented on December 1, 2022.

y. “Purchase Price” means Four Hundred Thousand Dollars (\$400,000.00).

z. “Riverfront Declaration” means that certain Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront made by the City on August 26, 2020, and recorded in the Office of the Register of Deeds for Marathon County, Wisconsin, as Document Number 1814469, as amended to date and as may be further amended from time to time, including, without limitation, any amendment(s) relating to the creation of the lot(s) consisting of the Property.

aa. “Tax Increment Grant” means a grant to Developer based on a percentage of the Annual Tax Increment up to a cumulative maximum amount of Nine Million Two Hundred Seventy-Seven Thousand Dollars (\$9,277,000.00), as described in more detail in Section 3 below. For informational purposes only, and without modifying the terms herein, an anticipated schedule of Tax Increment Grant payments based on the timeline and information available as of the Effective Date is attached hereto as Exhibit D.

bb. “Tax Increment Percentage” means (i) ninety percent (90%) for the first five (5) scheduled installments of the Tax Increment Grant (installments starting the first (1st) calendar year following Project Completion), and (ii) seventy-five percent (75%) thereafter.

cc. “Third-Party Lender” means the lender(s) of the Third-Party Loan.

dd. “Third-Party Loan” means the loan(s) from the Third-Party Lender(s) for the purpose of financing the construction costs of the Project and permanent take-out financing, if any, of such construction financing, in an amount consistent with the City-approved Project Cost Breakdown.

- ee. “TID” is defined in the Recitals above.
 - ff. “TID Plan” is defined in the Recitals above.
2. Commitments of Developer. Developer agrees and covenants with the City as follows:
- a. *Purchase of the Property.*
 - i. Subject to the terms and conditions of this Agreement, Developer agrees to purchase the Property in its “AS-IS” condition for the Purchase Price on the Closing Date. The transfer of the Property shall be subject to all matters of record, including, without limitation, the Riverfront Declaration, other than monetary liens. Developer agrees to execute the Memorandum, and that the Memorandum shall be recorded immediately after the Deed and prior to any mortgage including any mortgage to the Third-Party Lender. All title insurance fees, transfer fees, title company closing fees, and recording fees for the purchase shall be at Developer's sole cost and expense. The City and Developer hereby agree that the transfer of the Property to the Developer hereunder is exempt from the Wisconsin Real Estate Transfer Fee pursuant to Wis. Stats. § 77.25(2) and the Wisconsin Real Estate Transfer Receipt filed in conjunction with the recording of the Deed will reflect that fact. Developer agrees that it shall not receive a proration for real estate taxes for the year of Closing.
 - ii. DEVELOPER ACKNOWLEDGES AND AGREES THAT DEVELOPER HAS HAD AND/OR WILL HAVE SUFFICIENT OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO CLOSING AND THAT THE CITY IS CONVEYING AND DEVELOPER IS ACCEPTING THE PROPERTY ON AN “AS-IS WITH ALL FAULTS” BASIS AND THAT DEVELOPER IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE CITY OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE PROPERTY, EXCEPT FOR TITLE. AS A PART OF ITS AGREEMENT TO ACCEPT THE PROPERTY IN ITS “AS IS” CONDITION, DEVELOPER, FOR ITSELF AND ITS SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, CONTRACTORS AND INVITEES, HEREBY WAIVES, DISCHARGES AND RELEASES THE CITY FROM ANY AND ALL DEMANDS, CLAIMS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, DAMAGES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES WHATSOEVER, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH OR RELATED TO THE PHYSICAL, GEOLOGICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY PAST OR PRESENT CONDITION OF OR ACTION ON OR ABOUT THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF HAZARDOUS OR TOXIC MATERIAL AT, UNDER OR IN THE GENERAL VICINITY OF

THE PROPERTY) OR THE CURRENT OR PREVIOUS VIOLATION OF ENVIRONMENTAL LAWS AT THE PROPERTY, IF ANY; provided, however, that the above release of the City shall not apply to any claims against the City related to fraud, intentional misrepresentation, and the enforcement of this Agreement

iii. As noted above, Developer is taking the Property in its current condition, without any express or implied warranties by the City as to its physical condition. Accordingly, during the Due Diligence Period, Developer shall have the right to complete, at Developer's sole cost, all due diligence activities with respect to the Property and feasibility analysis of the Project desired by Developer (including, without limitation, a title search, environmental review or land survey), provided that Developer complies with the terms of this Agreement. Developer shall have the right to terminate this Agreement, for any reason or no reason, during the Due Diligence Period by providing written notice to the City. It shall be Developer's responsibility to determine the condition of the Property during the Due Diligence Period; provided, however, that the City agrees to provide Developer, within ten (10) business days of Developer's request, with any documentation relating to the Property's condition that is in the City's possession and reasonable control but without any representation or warranty that such documentation is complete or accurate. Further, it shall be Developer's responsibility to determine the state of title of the Property, including any recorded covenants or restrictions, during the Due Diligence Period through a title search and other due diligence; provided, however, that the City agrees to provide Developer, within ten (10) business days of Developer's request, with any title documentation relating to the Property that is in the City's possession and reasonable control but without any representation or warranty that such documentation is complete or accurate.

iv. Prior to the Closing Date, in advance of any entry onto the Property, Developer shall provide the City with evidence that Buyer (and any agents or contractors performing work on the Property) has in force such insurance policies and coverage in compliance with the City's requirements and other agreements as set forth on Exhibit E attached hereto (the terms, conditions and agreements set forth on such exhibit are hereby incorporated herein by this reference). When completing its due diligence activities, Developer shall not have any right to conduct any soil, soil gas, or groundwater testing or sampling or any drilling, boring or other intrusive, invasive or destructive due diligence testing of the Property ("Invasive Testing") without the prior written consent of the City, which shall not be unreasonably withheld. If Developer desires to conduct any Invasive Testing, Developer shall request such consent in writing (via email to the parties discussed below) with a detailed proposed plan of investigation, and the City shall respond within five (5) business days of receiving such request either by approving or disapproving such request, and the City's failure to timely respond shall be deemed a disapproval of Developer's request. Developer and the City agree to cooperate in good faith in the scheduling, rescheduling and implementation of any approved Invasive Testing to allow the City, at the City's option, to arrange for its consultants

to observe such Invasive Testing. With respect to consents by the City in this subsection relating to Invasive Testing, such consent shall be determined by the then-current Directors (or their designees) of the City's Department of Community Development and the City's Department of Public Works, after consultation with other appropriate City staff and departments. Unless otherwise directed by the City, Developer should send such Invasive Testing requests and information via e-mail to such department directors (currently Liz.Brodek@ci.wausau.wi.us and Eric.Lindman@ci.wausau.wi.us, respectively), with a copy to the City's Environmental Engineer (currently kevin.fabel@ci.wausau.wi.us). Without limiting the other obligations of Developer in this Agreement, (A) Developer shall hold harmless, indemnify and defend the City, and its employees, officers, volunteers, and elected and appointed officials, from and against any and all claims, liability and losses, and expenses related thereto (including reasonable attorneys' fees), which the City incurs arising or asserted to arise out of, any activity (act, omission, fault or negligence) of Developer, or any of Developer's agents or contractors, conducted on the Property prior to Closing (provided, however, without limitation, that in no event shall Developer be responsible for indemnification or otherwise for any claims, liability, losses or otherwise which arise or are alleged to have arisen from the negligence or willful misconduct of the City, its employees or agents), and Developer shall be responsible to require and confirm that such agent or contractor has contractually agreed to indemnify the City and its employees, officers, volunteers, and elected and appointed officials for any such activity, and (B) in the event Developer exercises its right to terminate this Agreement during the Due Diligence Period or otherwise elects not to or fails to purchase the Property from the City, Developer shall, at its sole cost and expense, promptly restore any physical damage or alteration of the physical condition of the Property that results from any Invasive Testing or other due diligence activities conducted by or on behalf of Developer. The obligations of Developer in this subsection shall survive termination of this Agreement.

b. *Project.* The Developer, at its cost and expense, agrees to construct, install, furnish, equip and maintain the Project pursuant to the terms and conditions set forth herein. Except as provided for herein, Developer shall pay all costs and expenses associated with construction and installation of the Project. Developer will cause the Project to be constructed in a good and workmanlike manner and substantially in accordance with the Plans for the Project. Project Commencement shall occur not later than the Project Commencement Deadline, and Developer will continue construction of the Project diligently and shall achieve Project Completion no later than the Project Completion Deadline subject to Force Majeure as defined in Section 8 of this Agreement.

c. *Construction Spend.* Developer shall, no later than the Project Completion Deadline, spend at least the Minimum Construction Cost in hard construction costs at the Property in connection with the Project and consistent with the approved Project Cost Breakdown. Without limitation, the following shall not be included when calculating whether such construction spend requirement has been met: (i) construction costs which are inconsistent with the approved Project Cost Breakdown (as may be amended and approved as set forth herein), or (ii) Developer's expenses from purchasing the Property

(including the Purchase Price) even if included in the Project Cost Breakdown, or (iii) furnishings, decorations or other personal property installed at the Property even if included in the Project Cost Breakdown, or (iv) any soft construction costs (including architectural, engineering, and legal fees), even if included in the Project Cost Breakdown, or (v) any costs which are not permitted to be included as project costs under Wisconsin Statutes Section 66.1105, even if include in the Project Cost Breakdown. In connection with submission and review of the Project Cost Breakdown, Developer and the City shall document which line items will and which line items will not be included when determining whether the Minimum Construction Cost was achieved.

d. *Compliance with Zoning and Building Code.* Without limiting Developer's general obligation herein to comply with all laws, Developer agrees that the Project will be constructed in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including, without limitation, all zoning and land division laws, rules, regulations and ordinances and all building codes and ordinances of the City, including those relating to parking. Developer understands and acknowledges that, notwithstanding anything to the contrary in the Proposal (if applicable), the Riverfront Declaration requires that at least eighty (80) of the parking spaces in the surface parking lot adjacent to the property remain unreserved parking for the public and, thus, such parking places may not be used to calculate parking minimums for the Project or otherwise be reserved for the Project. The final plans shall be consistent with the requirements, if applicable, of the Riverfront Declaration.

e. *Compliance with DNR Requirements.* Without limiting Developer's general obligation herein to comply with all laws, Developer agrees to comply with and to be solely responsible for (at Developer's cost) completion of any Wisconsin Department of Natural Resources requirements pertaining to any preexisting environmental conditions at the Property, including, without limitation, any historic contamination in the soil. Compliance with such requirements shall be included in the Plans and the costs therefor shall be included in the Project Cost Breakdown.

f. *Return of Property.*

i. If Developer fails to achieve Project Commencement or prior to the Project Commencement Deadline, in addition to any other remedies available to the City pursuant to this Agreement or applicable law, the City, at its option as exercised in its sole discretion, may by written notice to Developer require Developer to achieve Project Commencement or if not so achieved, transfer the Property to the City pursuant to a special warranty deed within ten (10) days following Developer's receipt of such notice from the City and the City shall reimburse the Purchase Price to Developer. The City shall provide such notice to Developer to transfer the Property within sixty (60) days after the Project Commencement Deadline or the City shall be deemed to have waived its right to do so.

ii. If Developer does not achieve Project Completion on or prior to the Project Completion Deadline, or if the Project is not constructed in substantial

compliance, as determined by the City in its reasonable discretion, with the Plans or the consents, approvals or permits issued by any governmental authority with respect to the construction of the Project, the City, at its option as exercised in its sole discretion, may by written notice to Developer require Developer to substantially complete or bring the Project into compliance therewith within thirty (30) days or if not substantially completed or brought into compliance, to transfer the Property to the City pursuant to a special warranty deed within thirty (30) days following Developer's receipt of such notice from the City. Upon the transfer of the Property to the City pursuant to the foregoing sentence, the City shall reimburse the Purchase Price to Developer and shall pay Developer an amount for the value of any improvements constructed on the Property as of the date of the notice to Developer, as determined by a third-party independent appraisal by an appraiser chosen by the City in its reasonable discretion. The City shall provide such notice to Developer to transfer the Property within sixty (60) days after the Project Completion Deadline or the City shall be deemed to have waived its right to do so.

iii. The City's right to the return of the Property included in this Section 2 shall be explicitly stated in the Memorandum.

g. *Minimum Assessed Value; Payment-in-Lieu of Taxes.*

i. Developer guarantees that, commencing in tax year 2027 and continuing through the full calendar year of the last year of the TID, the Project will result in an equalized value for the Property of not less than the Minimum Assessed Value, as determined by the City assessor (or other appropriate agency pursuant to applicable law) in his/her sole and absolute discretion. In the event that the equalized value for the Property in any such year is less than the Minimum Assessed Value or in the event the Property, or any part of it, becomes exempt or partially exempt from general property taxes during the life of the TID, Developer agrees to make to the City a payment-in-lieu-of taxes payment (a "PILOT Payment") equal to the difference between (A) the amount of taxes which would have been levied on the Property for said year by the City and other taxing jurisdictions if the Property had an equalized value for real estate tax purposes equal to the Minimum Assessed Value and the Property was not exempt or partially exempt from general property taxes and (B) the actual amount of taxes levied on the Property for said year by the City and all other taxing jurisdictions. The PILOT Payment shall be due and payable in full to the City on January 31 immediately following such tax year; provided, however, that Developer may elect to pay the PILOT Payment in two equal installments by providing written notice to the City no later than January 15, with the first installment due no later than January 31 and the second installment due no later than July 31. The obligations of Developer to pay the PILOT Payment shall: (1) be referenced in the Memorandum; (2) be a lien on the Property and run with the land; and (3) bind all owners in title to the Property and their successors and/or assigns.

ii. Developer understands and agrees that the Minimum Assessed Value requirement above shall not in any way bind the City assessor (or other

applicable agency) in his/her assessment and appraisal of the Property and that the City assessor will arrive at an equalized value of the Property based solely on his/her application of all applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the City and other taxing authorities with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes. The City makes no representation that if the Minimum Development Cost is spent that the Minimum Assessed Value will be met.

h. *Commercial Space and Parking Lot.* Developer will provide 280 interior parking spaces for the exclusive use of its tenants in a separate parking structure included within the Buildings and will also provide 21 exterior parking spaces for use by the general public (including Developer's tenants), free of charge on the Property on the site identified in the Project site plan

i. *Possible Easements.* Developer acknowledges and agrees that, during the City's normal review and approval process for the Plans, the City may require that Developer grant: (i) certain utility easements to the City over, across and under the Property; and (ii) certain public access easements to the general public over and across the Property, all as determined by the City in its reasonable discretion. Exhibit F attached hereto shows the possible areas of the Property that may be burdened by the easements described in the foregoing sentence; provided, however, that the City reserves the right to locate any such easements as it determines in its reasonable discretion.

3. Commitments of the City.

a. *Sale of the Property.* Subject to the terms and conditions of this Agreement, the City agrees to sell to Developer the Property for the Purchase Price on the Closing Date. The City shall convey the Property to Developer by the Deed, subject to all matters of record other than monetary liens, unless the City agrees in writing, in the City's discretion, to clear any matters of record or attach a list of permitted encumbrances based on a title search by Developer's title company provided to the City by Developer. The City's sole obligation shall be to deliver the Deed to Developer at Closing; provided, however, that the City agrees to cooperate with Developer's and Developer's title company's reasonable requests to execute additional closing documentation reasonably requested by Developer and provided to the City for review prior to the Closing Date, but only if such documentation does not subject the City, in the City's reasonable determination, to any additional obligations or liabilities. Notwithstanding the foregoing, the City agrees to execute and deliver to the Developer's title company on or prior to the Closing, any of the following, in form and substance reasonably acceptable to the City: (i) a customary and standard form of gap indemnity to permit the provision of a gap endorsement with respect to the title commitment issued by Developer's title company at Closing; (ii) a customary and standard form of construction work and tenants affidavit to facilitate the removal of certain so-called "standard" exceptions to title on the commitment issued by Developer's title company, other than any "standard survey exceptions"; and (iii) a customary form of broker's lien affidavit certifying that no person is entitled a commission or other fee as a result of a brokerage or similar relationship with the City. Any transfer taxes, recording

fees, title insurance fees, due diligence expenses and other closing costs in connection with such conveyance shall be at Developer's expense. Developer understands and agrees that the City's conveyance is limited to the City's right, title, and interest in and to the Property. Should Developer desire to obtain title insurance or a survey in connection with this conveyance, such items shall be at Developer's sole cost and expense. The City agrees to use commercially reasonable efforts to close in escrow with Developer's title company; provided that all fees charged by the title company for closing the transaction shall be at Developer's expense.

b. *Tax Increment Grant.* Subject to the terms and conditions of this Agreement, the City agrees to provide the Tax Increment Grant to Owner, without interest. The Tax Increment Grant shall be made in up to sixteen (16) annual installments on or before November 1 of each year based the applicable Tax Increment Percentage of the Annual Tax Increment up to the cumulative maximum amount of the grant; provided, however, that the amount of the Tax Increment Grant in each year is further limited to the amount of the Annual Tax Increment actually appropriated for use as the Tax Increment Grant by the City Council for such year. The first annual payment of the Tax Increment Grant shall be made in the first (1st) calendar year following Project Completion, which Developer understands may be based on a partial valuation of the Project. In the event that Developer fails to meet all conditions precedent for an installment of the Tax Increment Grant for a given year, such installment shall be forfeited for such year. The City makes no representation or covenant, express or implied, that any non-zero Annual Tax Increment amount will be generated and/or appropriated in any given year or that, in the aggregate, all such installments will be sufficient to total the Tax Increment Grant set forth above. Any Annual Tax Increment which is not appropriated and allocated toward the Tax Increment Grant may be used by the City for any legally permitted purpose, in its sole discretion. In no event shall any installments of the Tax Increment Grant be made after the termination of the TID. The City reserves the right to accelerate payments of the Tax Increment Grant in its sole and absolute discretion. Notwithstanding anything to the contrary in this subsection or in this Agreement, in the event the City determines, in its discretion, that the Tax Increment Grant may not be paid in full prior to the end of the TID's statutorily-permitted expenditure period, the City shall have the option to issue the Developer a taxable tax increment revenue bond evidencing the City's obligation to pay the then-remaining balance of the Tax Increment Grant. Such revenue bond shall be payable solely from Annual Tax Increment and shall be subject to the terms and conditions of this Agreement, including, without limitation, that all payments under the bond shall be subject to and conditioned upon future annual appropriation of Annual Tax Increment by the City Council to payment of the bond and that no further bond payments shall be due after the termination of the TID.

c. *Lot Creation.* Prior to the Closing Deadline, the City shall, at its sole expense, cause the land constituting the Property to be legally-separate and distinct lot from the parent parcel to allow for the transfer at Closing, whether by certified survey map or other lawful land division. The City shall use commercially reasonable efforts to coordinate such land division with Developer and Developer's title company.

4. Conditions Precedent to the City's Obligations.

a. In addition to all other conditions and requirements set forth in this Agreement, all of the obligations of the City under this Agreement are conditioned upon the satisfaction of each and every one of the following conditions:

i. Developer shall provide the City with (A) evidence that the persons signing this Agreement on behalf of Developer are authorized to so sign this Agreement and to bind Developer to the terms and conditions of this Agreement, (B) a certified copy of the organizational documents for each entity constituting Developer, (C) a certificate of status issued by the Wisconsin Department of Financial Institutions or the applicable jurisdiction for each entity constituting Developer, and (D) resolutions or consents of the board of directors, partners or members, as the case may be, for each entity constituting Developer approving this Agreement and the transactions which are the subject of this Agreement. Developer shall provide this documentation on or before Forty-Five (45) days after the Effective Date, but in no event later than Closing.

ii. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor. All of Developer's representations and warranties in this Agreement, including, without limitation, those in Section 5 below, shall remain true and correct.

iii. An amendment to the TID Plan consistent with this Agreement shall have been adopted by all necessary parties.

b. In addition to all other conditions and requirements set forth in this Agreement, the obligation of the City under this Agreement to sell the Property to Developer is conditioned upon the satisfaction of each and every one of the following conditions:

i. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor. All of Developer's representations and warranties in this Agreement, including, without limitation, those in Section 5 below, shall remain true and correct.

ii. Developer, at its cost, shall provide the Project Cost Breakdown to the City, which must be acceptable in all respects to the City, provided that such acceptance may not be unreasonably conditioned, withheld or delayed.

iii. Developer shall provide the Plans to the City. The Plans must be acceptable in all respects to the City, provided that such acceptance may not be unreasonably conditioned, withheld or delayed.

iv. Developer shall provide the City with a detailed completion schedule for the Project which must be acceptable to the City, provided that such acceptance may not be unreasonably conditioned, withheld or delayed. Such schedule shall specify the timing of all material aspects of the Project. Any revisions to such completion schedule shall be subject to the City's review and approval. The parties acknowledge and agree that due to the nature of the construction industry, certain unavoidable delays may arise, from time-to-time, which may result in incidental changes to the completion schedule. In such event, the parties agree to cooperate in good faith to adjust the completion schedule to account for said delays and not to declare a default for such incidental changes.

v. Developer shall submit an executed copy of the construction contract or design-building agreement for the Project to the City. Such construction contract or design-building agreement must be reasonably acceptable to the City, provided that such acceptance shall not be unreasonably conditioned, withheld, or delayed. Among other requirements, Developer agrees, and agrees to cause its general contractor to agree, to use local subcontractors and tradespersons whenever reasonably practical.

vi. Developer shall execute and deliver any and all other documents reasonably required by the City effect the transactions contemplated by this Agreement.

vii. Developer shall provide financial information of the Developer to the City, which information shall be in form and content acceptable to the City, including, without limitation, evidence that the Developer has available funds sufficient to complete the Project.

viii. Developer shall provide evidence that the Third-Party Loan has closed and is available for disbursement for construction costs, or will be closed simultaneously with the sale of the Property at Closing.

ix. Developer shall provide evidence that the Memorandum will be recorded, at Developer's expense, immediately after the Deed and prior to any mortgages.

x. Developer shall have executed and delivered such other closing documentation reasonably requested by the City or Developer's title company, if any.

c. In addition to all other conditions and requirements set forth in this Agreement, the obligation of the City under this Agreement to provide each disbursement of the Tax Increment Grant is conditioned upon the satisfaction of each and every one of the following conditions:

i. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations

under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor. All of Developer's representations and warranties in this Agreement, including, without limitation, those in Section 5 below, shall remain true and correct.

ii. Project Completion and lien-free and fully-paid construction shall have occurred on or prior to the Project Completion Deadline, and Developer shall provide the City with such documentation as the City may reasonably require to evidence the same.

iii. Developer shall provide the City with written evidence of Developer's expenditures with respect to the construction spend requirement above, together with such other documentation as the City may reasonably require, such as lien waivers for such work.

iv. Developer shall provide the City with evidence that the Memorandum was either recorded before any mortgages, leases or any other assignment of the Property, or that such pre-existing mortgagee, lessee and/or assignee has agreed in writing to the terms and conditions of this Agreement.

All submissions given to the City to satisfy the conditions contained in this Section 4 must be satisfactory in form and content to the City, in its reasonable discretion.

5. Additional Representations, Warranties and Covenants of Developer. Developer represents and warrants to the City and covenants with the City as follows:

a. No Default, or event which with the giving of notice or lapse of time or both would be a Default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument entered into in connection with the Project.

b. All copies of documents, contracts and agreements which Developer has furnished and will furnish to the City are true and correct in all material respects.

c. Developer will pay for, or cause to be paid for, all work performed and materials furnished for the Project.

d. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

e. Each entity constituting Developer is a limited liability company duly formed and validly existing and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in

which failure to do so would have a material adverse effect on its business or financial condition.

f. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their terms (assuming due authorization, execution and delivery of this Agreement by City), subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

g. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's organizational documents or any indenture, instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer or the Project.

h. There is no litigation or proceeding pending or, to the best of Developer's knowledge, threatened against or affecting Developer or the Project that would adversely affect the Project or Developer or the enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

i. The Project Cost Breakdown to be provided to the City accurately reflects all Project costs that will be incurred in the development, completion, construction, furnishing and equipping of the Project, and the City is entitled to rely on the Project Cost Breakdown. Developer knows of no previously undisclosed circumstances presently existing or likely to occur which would or could be expected to result in a material variation or deviation from the Project Cost Breakdown.

j. Except as otherwise set forth herein, Developer will not, without the City's prior written consent, which consent may be withheld in the City's reasonable discretion, materially change the scope of the Project or the uses of the Project. Except as otherwise set forth herein or unless otherwise agreed in writing by the City, the construction, development and operation of the Property and the Project shall be in substantial conformity with the Proposal.

k. Developer shall not materially alter the Plans approved by the City without the prior written consent of the City, which consent may be withheld in the City's reasonable discretion.

l. Developer Covenants that construction of the Project shall proceed and be completed substantially in accordance with the construction schedule approved by the City.

m. Developer will conform and comply with, and will cause the Project to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including, without limitation, all zoning and land division laws,

rules, regulations and ordinances, all building codes and ordinances of the City, all environmental laws, rules, regulations and ordinances.

n. Developer covenants that it will perform and observe the covenants contained in, and the Project will conform and comply with, the covenants, restrictions, documents or instruments governing the Property.

o. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with the development, construction, management and operation of the Project.

p. From time to time at the request of the City, Developer shall provide financial information relating to the Project to the City, which information shall be in form and content reasonably acceptable to the City.

q. Except for a mortgage for the Third-Party Loan in an amount consistent with the City-Approved Project Cost Breakdown, Developer shall not sell, mortgage, assign, transfer, lease or convey all or any portion of the Property or the Buildings prior to Project Completion unless it first obtains the prior written consent of the City, which consent may be withheld in the City's reasonable discretion.

r. Developer agrees to pay timely all generally applicable property taxes assessed and levied in connection with the Property under applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time (including taxes and assessments due the year of Closing, if any); provided, however, that Developer shall have the right to lawfully dispute in good faith the property taxes or assessment for the Property so long as Developer otherwise complies with this Agreement, including, without limitation, payment by Developer of any required PILOT Payment; provided further that, except for good faith protests in cases of material inaccuracies, if Developer protests the assessment of the Property, then no payments of the Tax Increment Grant shall be due during the pendency of such appeal, and the City may reduce the total maximum principal amount of the Tax Increment Grant by the City's reasonable costs (including reasonable attorneys' fees) spent in connection with such appeal. Developer understands that a lower property tax liability will likely lower its Tax Increment Grant payments, and if any grant installments were previously made based on a higher property tax liability, Developer shall promptly reimburse the City for any overpayments of the Tax Increment Grant if the property taxes are later lowered. Nothing in this Agreement shall impair any statutory rights of the City and other taxing authorities with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes.

s. Developer understands and agrees that its use of the Property shall be subject to the terms and conditions of all recorded documentation, including, without limitation, the Riverfront Declaration.

The representations and warranties contained herein shall be true and correct at all times as required by this Agreement. Except for the express representations and warranties contained in this Agreement, neither Developer nor any other person or entity has made or makes any other

express or implied representation or warranty, either written or oral, on behalf of Developer, all such other express or implied representations or warranties being hereby expressly disclaimed. Developer shall comply with all covenants contained herein at all times during the term of this Agreement.

6. Defaults and Remedies.

a. *Default by Developer.* The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder:

i. Developer shall fail to pay any amounts due from it under this Agreement within ten (10) days after written notice of nonpayment from the City to Developer; or

ii. Any representation or warranty made by Developer in this Agreement, or any document or financial statement delivered by Developer pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given (or, alternatively, as of the date specified for such representation or warranty, if other than when made or given); or

iii. Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations (other than payment obligations, which is addressed in subparagraph i above, and the specific defaults listed in subparagraphs iv through x below) under this Agreement, and such failure shall continue for thirty (30) days following written notice thereof from the City to Developer (or such longer period of time as is necessary to cure the default as long as Developer has commenced the cure of the default within the 30-day period, is diligently pursuing the cure of the default; or

iv. Construction of the Project shall be abandoned for more than sixty (60) consecutive days, or if Project Completion is not achieved on or before the Project Completion Deadline, or if any portion of the Project shall be damaged by fire or other casualty and not promptly repaired, rebuilt or replaced; or

v. Developer shall: (A) become insolvent or generally not pay, or be unable to pay, or admit in writing its/his inability to pay, its debts as they mature; or (B) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (C) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (D) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it/him, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or (E) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its/his assets or

properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after its/his appointment; or (F) adopt a plan of complete liquidation of its assets; or

vi. If Developer shall dissolve or shall cease to exist; or

vii. A default shall occur and remain beyond any applicable notice and cure periods on any other indebtedness of or loan to Developer, or a default shall occur and remain beyond any applicable notice and cure periods under any mortgage or other lien or encumbrance affecting the Property or the Project.

b. *City Remedies.* In the event of Default by Developer, the City, may take any one or more of the following actions:

i. The City may suspend their performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure its default and continue its performance under this Agreement.

ii. The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Agreement, including securing an injunction to prevent harm.

iii. Upon the occurrence of any Default, any amounts due to the City shall accrue interest at the rate of one percent (1%) per month.

c. *Default by City; Developer Remedies.* In the event the City is in default hereunder, Developer shall be entitled to take any action allowed by applicable law by virtue of said default provided that Developer first gives the City written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than thirty (30) days in which the default may be cured by the City. In the event of a default by the City that remains uncured, Developer may seek any remedy available to Developer under the terms of this Agreement or take any other action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the City under this Agreement, including securing an injunction to prevent harm.

d. *Indemnification.* Subject to the limitation described herein and except for any misrepresentation or any misconduct of any of the indemnified parties, Developer shall indemnify, save harmless and defend the City and its respective employees, officers, volunteers, and elected and appointed officials, from and against any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including reasonable attorney costs and fees, for claims of any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought (i) because of any Default or (ii) because of any injuries or damages received or sustained by any persons or property on account of or arising out of the construction and/or operations of the Project and the Property to the extent caused

by the negligence or willful misconduct on Developer's part or on the part of its agents, contractors, subcontractors, invitees or employees, at any time. This Section 6.d shall survive termination of this Agreement.

7. Termination. Except for the terms which expressly survive termination and provided no Default exists, this Agreement shall terminate upon the latest to occur of (i) Project Completion, (ii) termination of the TID, and Developer's payment in full of all required PILOT Payments.

8. Force Majeure. For the purposes of any provisions of the Agreement, a party shall not be considered in breach or default of its obligations in the event of delay in the performance of such obligations to the extent due to a Force Majeure event. As used herein, "Force Majeure" means any event that (i) renders it impossible for the affected party to perform its obligations under this Agreement, (ii) is beyond the reasonable control of the affected party, (iii) is not caused by the intentional misconduct or recklessness of the affected party, and (iv) cannot be avoided by the exercise of due diligence by the affected party, including the expenditure of a commercially reasonable sum of money. Subject to the satisfaction of the conditions set forth in clauses (i) through (iv) of the foregoing definition, Force Majeure shall include, without limitation: (A) strikes or other labor conflicts that are not motivated by the breach of any other contract on the part of the affected party, strikes or other labor disputes that cause the delay of any major equipment supplied by a third party, a lockout, industrial dispute or disturbance; (B) civil disturbance, an act of a public enemy, war (whether or not declared), a riot, blockage, insurrections, terrorism, uprisings, sabotage and commercial embargoes against the United States of America (or against any other country if it impacts the delivery of any major equipment supplied by a third party); (C) an epidemic or pandemic; (D) natural phenomena such as hurricane, tornado, landslide, lightning, windstorm, earthquake, explosion, storm, flood; (E) fires, (F) inability to obtain or a delay in obtaining easements, rights-of-way or permits (provided such delay or inability was not caused by the party claiming Force Majeure); (G) acts, failures to act or orders of any kind of any governmental authority acting in its regulatory or judicial capacity (provided that the party claiming Force Majeure did not create or contribute to such act, failure or act or order); (H) the inability of any of the parties hereto, despite having exercised its commercially reasonable efforts, to obtain in a diligent and proper manner any permits necessary for such party's compliance with its obligations under this Agreement; (I) transport accidents, whether they be maritime, rail, land or air; (J) equipment failure or equipment damage (provided such failure or damage was not caused by the intentional misconduct or recklessness of the party claiming Force Majeure); and (K) a material change in law or any other cause, whether enumerated herein or otherwise, not within the control of the party claiming Force Majeure, which precludes that party from carrying out, in whole or in part, its obligations under this Agreement. Force Majeure with respect to a party shall not include any of the following events: (1) financial difficulties of such party; (2) changes in market conditions affecting such party; or (3) delay in the compliance by any contractor or subcontractor of such party, except where such delay under (1), (2) or (3) is caused by circumstances which would otherwise constitute Force Majeure under this Agreement if such party were the affected person.

9. Miscellaneous.

a. Assignment. Developer shall not have the right to assign this Agreement to any other party without the prior written consent of the City prior to Project Completion, which

consent may be withheld in the City's reasonable discretion. Following the Project Completion, Developer shall have the right to assign this Agreement to any other party without the prior written consent of the City provided that the assignee has accepted all rights duties and obligations of the Developer under this Agreement. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties and shall run with the land.

b. Recording. Recording of this Agreement is prohibited except for the recording of the Memorandum.

c. Notices. All notices hereunder must be in writing and must be sent by either (i) United States registered or certified mail (postage prepaid), or (ii) by an independent overnight courier service, addressed to the addresses specified below:

Notices to Developer:

S. C. Swiderski, LLC
401 Ranger Street
Mosinee, WI 54455
Attn: Ms. Kortni Wolf

with a copy to:
Ruder Ware, L.L.S.C.
500 North First Street, Suite 8000
Wausau, WI 54403
Attn: Steven P. Lipowski

the City:

City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: City Clerk

with a copy to:
City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: City Attorney

Notices given by mail are deemed delivered within (3) three business days after the party sending the notice deposits the notice in the United States Post Office. Notices delivered by courier are deemed delivered on the next business day after the party delivering the notice timely deposits the Notice with the courier for overnight (next day) delivery.

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

e. Waiver; Amendment. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and then only to the extent specifically set forth in writing. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

- f. Entire Agreement. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.
- g. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of Developer and the City, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by Developer or the City, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to construction of the Project.
- h. Severability. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent by law.
- i. Governing Law. This Agreement is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Agreement must be brought in Marathon County, Wisconsin.
- j. Time is of the Essence. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor.
- k. Relationship of Parties. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between the City and Developer.
- l. Captions and Interpretation. The captions of the articles and sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.
- m. Counterparts/Electronic Signature. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. Facsimile signatures and PDF email signatures shall constitute originals for all purposes.
10. Joint and Several Obligations. If Developer consists of more than one entity, each such entity shall be jointly and severally liable for the payment and performance of all obligations of

Developer under this Agreement and the City may bring suit against each such entity, jointly or severally, or against any one or more of them.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first printed above.

DEVELOPER:

S. C. SWIDERSKI, LLC,
a Wisconsin limited liability company

By: _____
Name: _____
Title: _____

SCS WAUSAU, LLC,
a Wisconsin limited liability company

By: _____
Name: _____
Title: _____

THE CITY

CITY OF WAUSAU

By: _____
Katie Rosenberg, Mayor

Attest: _____
Kaitlyn Bernarde, Clerk

EXHIBIT A

DEPICTION OF THE PROPERTY

[Attached.]

EXHIBIT B

PROJECT SITE PLAN

[Attached.]

EXHIBIT C

FORM OF RECORDABLE SHORT FORM MEMORANDUM

[Attach to this cover page.]

[Note to Developer: Proposed form to be provided upon receipt of initial SCS commentary on this agreement as the same may affect the memorandum.]

EXHIBIT D

ANTICIPATED TAX INCREMENT GRANT PAYMENT SCHEDULE

*****FOR INFORMATIONAL PURPOSES ONLY*****

[Attach to this cover page.]

[Anticipated payment schedule to be inserted or attached prior to finalizing.]

EXHIBIT E

CITY'S INSURANCE REQUIREMENTS

The Developer/Contractor shall not commence work until proof of insurance required has been provided in writing to the applicable department.

Developer/Contractor shall procure and maintain, during the term of this Contract, and for such length of time as is specified, if any, in the agreement or listed below, whichever is longer, insurance coverage in the following amounts and types:

- (a) Professional Liability – if project includes the use of engineers, architects, or other professionals, the below coverage and limits apply:
 - (1) Limits
 - (i.) \$1,000,000 each claim
 - (ii.) \$1,000,000 annual aggregate
 - (2) Must continue coverage for 2 years after final acceptance of service/job/work.
- (b) Commercial General Liability Coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:
 - (i.) \$1,000,000 each Occurrence limit
 - (ii.) \$1,000,000 Personal and Advertising Injury limit
 - (iii.) \$2,000,000 general aggregate (other than Products-Completed Operations) per project
 - (iv.) \$2,000,000 Products-Completed Operations aggregate
 - (v.) \$50,000 Fire Damage limit – any one fire
 - (vi.) \$5,000 Medical Expense limit – any one person
 - (vii.) Products-Completed Operations coverage must be carried for two years after final acceptance of work.
- (c) Automobile Liability Coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1 – “Any Auto” basis.
- (d) Worker's Compensation and Employer's Liability if required by Wisconsin State Statute or any Worker's Compensation Statutes of a different state. Must carry coverage for Statutory Worker's Compensation and an Employer's Liability with limits of:
 - (i.) \$100,000 Each Accident,
 - (ii.) \$500,000 Disease-Policy Limit
 - (iii.) \$100,000 Disease-Each Employee
 - (iv.) Employer's Liability limits must be sufficient to meet umbrella liability insurance requirements.
- (e) Umbrella Liability Coverage at least as broad as the underlying Commercial General Liability, Automobile Liability, and Employer's Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City. Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.
- (f) Installation Floater/Developer's Equipment or Property – The contractor is responsible for loss and coverage for these exposures. City will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors. This includes but is not limited to property owned,

leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or sub-contractor of any tier.

(f) Applicable Requirements and Provisions for Liability Insurance of Developers/Sub-Contractors

- (i.) Primary and Non-contributory requirement - All insurance must be primary and non-contributory to any insurance or self-insurance carried by City.
- (ii.) Acceptability of Insurers - Insurance is to be placed with insurers who have an A.M. Best rating of no less than A- and a Financial Size Category rating of no less than Class VII, and who are authorized as an admitted insurance company in the State of Wisconsin.
- (iii.) Additional Insured Requirements - The following must be named as additional insureds on all liability policies: City of Wausau, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products – Completed Operations additional insured coverage per ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Worker's Compensation policies or Professional Liability policy.
- (iv.) Waivers of Subrogation – All developer and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Wausau, its officers, elected or appointed officials, agents, employees, and authorized volunteers.
- (v.) Deductibles and Self-Insured Retentions - Any deductible or self-insured retention in the developer's policy must be declared to the City of Wausau and satisfied by the contractor.
- (vi.) Evidence of Insurance - Prior to execution of the Agreement, the Developer shall file with the City a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this Contract. In addition, form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent on the Commercial General Liability coverage.
- (vii.) Limits and Coverage – The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Developer under this Agreement.
- (VIII.) Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days' prior written notice to the City of Wausau, except where cancellation is due to the non-payment of premiums, in which event, 10 days' prior written notice shall be provided.

EXHIBIT F

POSSIBLE EASEMENTS

[Attach to this cover page.]

[EXHIBIT G]

[SUPPLEMENT TO PROPOSAL]

[[Attach to this cover page.]]

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the write-off of certain uncollectible delinquent personal property tax accounts from the City's accounting records

Committee Action: *Pending*

Fiscal Impact: \$15,819.81 with \$9,658.39 charged back for a net of \$6,161.42

File Number: 03-0306

Date Introduced: April 11, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source: Bad Debt Expense</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$6,161.42</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</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>
	<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 City of Wausau has an ongoing program for the collection of delinquent personal property taxes, however there are always some personal property taxes which are uncollectible due to various reasons and

WHEREAS, there is always a continuous effort to recover delinquent personal property taxes, and

WHEREAS, Wisconsin Statutes dictates the timeline of charge backs occur annually by April 1; and

WHEREAS, the Finance Committee has reviewed the list of 2021 delinquent personal property taxes on Attachment A and recommends the write off and charge back of these taxes as provided within the State of Wisconsin Statutes, and

WHEREAS, staff will continue to collect on these delinquencies; Now Therefore

BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Official(s) be and are hereby authorized and directed to write off the delinquent personal property taxes as outlined on Attachment A, from the Tax Adjustment account in order to provide sound financial management.

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau that the proper City Official(s) be and are hereby authorized and directed to charge back to the appropriate governmental entities their share of these delinquent personal property taxes as outlined on Attachment A.

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau that the list of delinquent personal property taxes be entered into the minutes and published in the newspaper.
Approved:

Katie Rosenberg, Mayor

2021 Uncollected Personal Property Tax List

			MC Chargeback	COW Chargeback	WSD Chargeback	NTC Chargeback	Total
29100000002635	Bankruptcy	CHRISTOPHER & BANKS INC	303.88	669.37	682.43	80.45	1,736.14
29100000002793	Closed Out of Business	BUCH, DEBRA	69.46	152.99	155.99	18.39	396.83
29100000015602	Closed Out of Business	OPA GYROS	34.90	76.86	77.42	9.24	198.42
29100000016309	Closed Out of Business	PERSONAL TOUCH CLEANERS	32.56	71.72	73.11	8.62	186.01
29100000018716	Closed Out of Business	TRI-COUNTY GYMNASTICS & CHEER	36.90	81.28	82.86	9.77	210.81
29100000020247	Closed Out of Business	WITTER, GLEN	95.50	210.38	214.49	25.28	545.65
29100000006133	Closed Out of Business	FERMANICH, BRUCE	8.68	19.12	19.50	2.30	49.60
29100000008535	Closed Out of Business	MICHEAL S HILL DDS	32.56	71.72	73.11	8.62	186.01
29100000013331	Closed Out of Business	MARION MOTEL	19.54	43.03	43.88	5.18	111.62
29100000013563	Closed Out of Business	MERAKI SALON & TATTOO	10.86	23.90	24.37	2.88	62.01
29100000017842	Closed Out of Business	SEA SIREN TATTOO & PIERCINGS	21.70	47.81	48.75	5.75	124.01
29100000020285	Closed Out of Business	YANG, SONG	17.36	38.25	39.00	4.59	99.20
29100000016771	Closed Out of Business	HYDRO KLEAN	829.16	1,826.43	1,862.07	219.53	4,737.19
29100000003726	Closed Out of Business	CPR CELL PHONE REPAIR	21.70	47.81	48.75	5.75	124.01
29100000007103	Closed Out of Business	CHERYL'S FRAMING & GALLERY	36.90	81.28	82.86	9.77	210.81
29100000019551	Closed Out of Business	WAUSAU LANDMARK CORP	56.44	124.31	126.74	14.94	322.43
2910000001032	Closed Out of Business	ALBEE PROPERTY MANAGEMENT LLC	29.95	65.98	67.27	7.93	171.14
29100000002006	Closed Out of Business	B&L TAX AND ACCOUNTING	19.54	43.03	43.88	5.18	111.62
29100000004002	Closed Out of Business	DFK CHARTERED DF KNAPP & ASSOCIATES	28.22	62.16	63.37	7.47	161.22
29100000004767	Closed Out of Business	DORADO SURFACES	8.68	19.12	19.50	2.30	49.60
29100000005689	Closed Out of Business	ET AL'S READ & UNREAD BOOKS	5.64	12.43	12.67	1.49	32.24
29100000006486	Closed Out of Business	FLASH BACK CLOTHING COMPANY	91.16	200.82	204.73	24.14	520.85
29100000006838	Closed Out of Business	FRANKIE & FLETCHER MERCANTILE	9.98	21.99	22.43	2.64	57.05
29100000008117	Closed Out of Business	JIN HUANG INC	25.18	55.46	56.55	6.67	143.86
29100000009160	Closed Out of Business	ICY YUMMY	8.68	19.12	19.50	2.30	49.60
29100000010071	Closed Out of Business	JOYFUL LIVING LLC	2.17	4.78	4.87	0.57	12.40
29100000010150	Closed Out of Business	JACKMAN LAW FIRM LLC	195.35	430.31	438.71	51.72	1,116.09
29100000010177	Closed Out of Business	JOJO'S ONLINE SALES	6.52	14.34	14.63	1.73	37.21
29100000012742	Closed Out of Business	LITTLE BULL FALLS SOAP WORKS AND GIFTS	6.60	14.52	14.35	1.75	37.21
29100000013926	Closed Out of Business	MYSTIC MASSAGE	15.20	33.47	34.12	4.02	86.81
29100000014200	Closed Out of Business	NAWROCKI, TIMOTHY	13.02	28.69	29.25	3.45	74.41
29100000014375	Closed Out of Business	NEUMEYER CHIROPRACTIC OFFICE	41.24	90.84	92.61	10.92	235.61
29100000017454	Closed Out of Business	SAFE ALERT LLC	19.54	43.03	43.88	5.18	111.62
29100000017754	Closed Out of Business	SCHULZ'S RECYCLING INC	251.79	554.63	565.44	66.66	1,438.52
29100000017780	Closed Out of Business	SCHULTZ, RALPH	2.17	4.78	4.87	0.57	12.40
29100000017969	Closed Out of Business	SHAILLY YOGA STUDIO	23.88	52.59	53.62	6.32	136.41
29100000018025	Closed Out of Business	6TH ST PUB	19.54	43.03	43.88	5.18	111.62
29100000018350	Closed Out of Business	STEPPERT, ROULAND	230.08	506.81	516.70	60.92	1,314.51
29100000019317	Closed Out of Business	WAUSAU CAFE	21.70	47.81	48.75	5.75	124.01
29100000019586	Closed Out of Business	WAUSAU MOBILITY SCOOTER SERVICE	28.22	62.16	63.37	7.47	161.22
29100000020500	Closed Out of Business	ZOOMSYSTEMS	19.54	43.03	43.88	5.18	111.62
29100000002551	Collection	BODY WISDOM					37.21
29100000002717	Collection	BROWISTRY.BYPAM					37.21
29100000002809	Collection	BUDGET AUTO REPAIR					74.41
29100000010866	Collection	GLISCH, JORDAN					35.90
29100000012241	Collection	LASH OUT LOUD LLC					12.40
29100000012351	Collection	LUMPY'S BAR					74.41
29100000017967	Collection	SCHAEFER JIM					24.81
29100000018743	Collection	THRIVENT FINANCIAL REP DANIEL PETKAU					37.21
29100000019402	Collection	WAUSAU ENGINES INC					37.21
29100000008326	Collection	HEMP ETC					124.01
29100000010975	Collection	JUST WRIGHT BOARDS					49.60
29100000011276	Collection	KIMKAR LLC					86.81
29100000015320	Collection	OUTCOME HEALTH					99.20
29100000019581	Payment Plan	WAUSAU MUSIC CENTER					19.60
29100000002586	Pending Court Action	BOOST MOBILE GRANADA LLC					255.46
29100000003067	Pending Court Action	CAPTURED MEMORIES PHOTOGRAPHY					176.09
29100000004779	Pending Court Action	FIRST WAUSAU TOWER,LLC DUDLEY INVESTMENTS/MGMT					760.24
29100000008020	Pending Court Action	HALO SALON					228.02
29100000012491	Pending Court Action	LINCARE					144.78
29100000018495	Pending Court Action	SWEETS ON THIRD					681.47
29100000018667	Pending Court Action	TERRADEA SALON/SPA					297.62
29100000018668	Pending Court Action	TERRADEA SALON/SPA ISLAND PL					74.41
29100000018792	Pending Court Action	THE OTHER SIDE TATTOO					124.01
2910000001034	Write Off	AFLAC REGIONAL OFFICE D					1.05
29100000001087	Write Off	DA CONSULTING LLC					4.08
29100000001466	Write Off	AMERICANS FOR PROSPERITY					1.64
29100000002678	Write Off	BRIDGE NUTRITION					1.62
29100000002694	Write Off	THE BISTRO RESTAURANT					3.92
29100000003240	Write Off	CHARLES RIVER GROUP LLC					0.66

Chargeback
\$15,719.60

29100000003860	Write Off	CRICKET WIRELESS	10.84
29100000004129	Write Off	EXPRESSIONS INK GUY DANIELS	1.78
29100000011035	Write Off	KAMAN INDUSTRIAL TECHNOLOGIES CORP	10.84
29100000011202	Write Off	KIM BOB'S CAFÉ	0.36
29100000011275	Write Off	KIMS BS SAUCE	0.43
29100000012590	Write Off	LIKES, ROBERT	0.03
29100000012962	Write Off	LUDGER BORGER	0.66
29100000014218	Write Off	NORTHWOODS CAB	6.65
29100000017114	Write Off	RETAIL INVENTORY SERVICES	5.70
29100000017379	Write Off	SAC WIRELESS	17.06
29100000017463	Write Off	SANDBOOM GUITAR COMPANY	0.73
29100000017878	Write Off	SEEK INCORPORATED	13.36
29100000017921	Write Off	SENIOR SPECIALISTS INSURANCE	2.71
29100000018648	Write Off	TIME FOR ME	0.73
29100000018799	Write Off	THE ONLINE ITINERANT	0.27
29100000018994	Write Off	VIRTUAL VISION COMPUTING CO LLP	4.10
29100000019051	Write Off	VOLHARD, FRANCES	0.19
29100000019635	Write Off	WAUSAU WORLD MART PHOU BIA	5.78
29100000019957	Write Off	WFG BUSINESS	1.59
29100000020032	Write Off	WINDOW WORLD	3.43
			<hr/>
			19,311.90

RESOLUTION OF THE FINANCE COMMITTEE

Approving Production Agreement between Wausau School District Board of Education and Administration and City of Wausau

Committee Action: *Pending*

Fiscal Impact:

File Number: 12-1118

Date Introduced: April 25, 2023

RESOLUTION

WHEREAS, Wausau Area Access Media has an interest in shooting and producing Wausau School District Board of Education and Administration (“School District”) meetings and events; and

WHEREAS, a Production Agreement between the City and School District was last entered into on December 2, 2014 for the period of January 1, 2015 through December 31, 2015; and

WHEREAS, the City and School District wish to enter into a one year Production Agreement with an automatic renewal at a rate of \$30 per hour; and

WHEREAS, your Finance Committee, at their April 25, 2023 meeting, discussed and recommends entering into a Production Agreement with the School District.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the Production Agreement with the Wausau School District Board of Education and Administration, a copy of which agreement is attached hereto and incorporated herein by reference.

Approved:

Katie Rosenberg, Mayor

Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808




Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

Memorandum

From: Anne Jacobson 
To: Finance Committee
Date: April 5, 2023
Re: Production Agreement Between Wausau School District Board of Education and Administration and City of Wausau

Purpose: To obtain your approval of a Production Agreement between Wausau School District Board of Education and Administration ("School District") and the City of Wausau.

Facts: On December 2, 2014, a Production Agreement between the School District and City was entered into for the period of January 1, 2015 through December 31, 2015 for the recording of all Wausau School Board Regular, Education/Operations Committee, or Special Meetings per calendar month.

The City and School District would like to renew the Agreement for another year.

Recommendation: Approval, as this is a request for reaffirmation of an existing relationship and agreement.

PRODUCTION AGREEMENT BETWEEN WAUSAU SCHOOL DISTRICT BOARD OF EDUCATION AND ADMINISTRATION AND CITY OF WAUSAU

This Agreement is dated this _____ day of _____, 20__ and is by and between Wausau School District Board of Education and Administration, hereinafter referred to as "WAUSAU SCHOOL BOARD" and the City of Wausau, hereinafter referred to as "CITY".

In consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

TERMS

The term of this Production Agreement shall be from January 1, 2023 through December 31, 2023 ("Initial Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for subsequent periods of the same length as the initial term and upon the same terms, unless either party give the other written notice of termination at least thirty (30) days prior to expiration of the current term. Any changes made to the production rate must be made in writing and executed by both parties.

SCOPE OF WORK

It is the intent of this Agreement that CITY will provide a one camera, one person shoot and recording through digital format of a meeting or event, which includes production work, and broadcast live those meetings or events when a connection is available, notwithstanding technical difficulties which would prevent a live broadcast. Further, the digital recording of the meeting or event shall be posted to an online source for on demand viewing as outlined in the "Access" section below. "Production" includes the setup and take down of equipment, the actual recording of the event, and post recording editing work to produce a finished DVD of the recording. The final production will represent the meeting or event in its entirety.

COST

CITY agrees to provide to the WAUSAU SCHOOL BOARD the production of all Wausau School Board Regular, Education/Operations Committee, or Special Meetings per calendar month. WAUSAU SCHOOL BOARD shall be invoiced at the conclusion of each quarter (after April 1 for January-March; after July 1 for April -June; after October 1 for June-September, and after January 1 for October-December, for actual hours of production work described above, at the rate of \$30 per hour. Such invoices will be due and payable within 30 days of receipt. There is no additional charge if the meetings or events are produced within the corporate city limits of the City of Wausau, Wisconsin; if any of the meetings or events in a given month should occur outside of the city limits of the City of Wausau, CITY will bill the WAUSAU SCHOOL BOARD at the rate of \$30.00 per hour for travel time from City Hall to the meeting or event and the IRS mileage rate as a separate charge. With a minimum one

(1) week advance notice, unless otherwise agreed upon by both parties in writing, CITY will produce additional events, beyond the meetings listed above.

CITY requires one week advance notice of any change in meeting dates or location, unless otherwise agreed upon by both parties in writing.

RECORD

One (1) copy of any recording produced under this Agreement will be delivered to the Administrative Assistant to the Superintendent of Schools of the Wausau School District in DVD form.

OWNERSHIP

The WAUSAU SCHOOL BOARD shall own DVDs containing recordings and their but content agrees to let CITY sell copies of recorded events in the form of DVDs or electronic files. CITY agrees to sell the DVD copies for a fee that covers only its costs.

ACCESS

All productions will be rebroadcast at a minimum of two (2) times a week until the next meeting of the same type replaces it on the schedule.

Once the production has been produced, it will be available for viewing on demand, on the Wausau School Board YouTube Channel, and the City Video On Demand website, which Wausau Area Access Media manages.

This covers all the terms of the Agreement and any changes or amendments to the Agreement shall be reduced to writing by both parties and signed by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement the date and year first above written.

WAUSAU SCHOOL DISTRICT
BOARD OF EDUCATION AND ADMINISTRATION

CITY OF WAUSAU

Katie Rosenberg, Mayor

Kaitlyn A. Bernarde, City Clerk

Drafted by:

Anne L. Jacobson
City Attorney

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving 2023 Budget Modifications – 48th Avenue Intercept Project

Committee Action: Pending

Fiscal Impact: \$430,000

File Number: 22-1109

Date Introduced: April 25, 2023

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
	Included in Budget:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Budget Source: TID 10 Funds
	One-time Costs:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Amount: \$780,000
	Recurring Costs:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Amount:
SOURCE	Fee Financed:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Amount:
	Grant Financed:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Amount:
	Debt Financed:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Amount Annual Retirement
	TID Financed:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Amount:
	TID Source: Increment Revenue <input type="checkbox"/> Debt <input checked="" type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/>			

RESOLUTION

WHEREAS, the City of Wausau received DOT funding for the construction of Stewart Avenue to be completed in 2024; and

WHEREAS, the utility expects to replace a force main and 72nd Avenue lift station to expand pumping and discharge capacity in 2024; and

WHEREAS, Stewart Avenue construction and the force main and lift station projects require the upgrade of the 48th Avenue sewer interceptor; and

WHEREAS, after an extended delay in the design due to railroad permitting, the bids for the 48th Avenue sewer intercept came in significantly higher than the estimate; and

WHEREAS, railroad requirements have created conflicts with overhead and underground power, changes in piping to meet railroad mandates, flagging at two railroad locations and poser line relocation; and

WHEREAS, this project will be funded by Tax Increment District 10;

WHEREAS, the Finance Committee has reviewed and recommends a project budget modification of \$430,000;

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 2023 Budget as outlined above.

Approved:

Katie Rosenberg, Mayor



Dept. of Public Works & Utilities

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

TO: Finance Committee/City Council

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

DATE: April 25, 2023

SUBJECT: 48th Ave Sewer Interceptor Replacement – Budget Modification (TID Funding)

The utility began design on a new sanitary sewer force main replacement project in 2019, the project would replace the force main from the 72nd Ave lift station and relocate the discharge point of the force main to another location. This project included not only the force main replacement but also the need to increase the size of some of the downstream receiving sanitary sewer pipe. This work would allow for the ability to increase pumping capacity and discharge capacity of the 72nd Ave lift station for future higher flows and optimize pump operations at the lift station.

During the course of this project design the city received DOT funding for the reconstruction of Stewart Ave, to be completed in 2024. The force main project was designed and put on hold to be completed during the reconstruction of the Stewart Ave Reconstruction Project to complete all of the work at the same time. A portion of the work near 48th Ave and Industrial Park Lift Station is outside of the project limits of the DOT Stewart Ave Reconstruction project and this work needs to be completed for the new force main to be installed in 2024. This portion of the project we continued to pursue as it required coordination with the railroad and the utility companies.

The 48th Ave Sewer Interceptor Replacement Project has been in the design phase since 2019. The planning and design of this project has been delayed due to the coordination with three railroads and two power companies. Retaining permits from the railroad companies has been a long-drawn-out process. Due to the additional requirements by the railroads the project costs have been significantly increased. Some of the requirements have been to relocate the sanitary sewer in an area that now has conflicts with overhead and underground power, change the type of piping to meet railroad requirements, required railroad flagging by two separate railroads for each day of work to be completed and requires power lines to be moved and relocated. These are the major items and reasons for the increased costs of the project.

This project has been bid and is ready for construction. Completion of this project will be required to complete the force main replacement/relocation project in 2024. The funding for this project and the 2024 Stewart Ave reconstruction project is being funded by TID.

The current TID budget is \$350,000. The most recent engineer construction estimate for this project was \$450,000. The bid for construction is \$697,290.88 and WPS cost for relocating electric is \$59,929.40. Total project cost \$757,220.28. Budget request of \$780,000, which includes a 3% contingency for unforeseen items during construction. The total budget modification request is \$430,000.

48th Avenue Sanitary Interceptor Replacement (#8416145)

Owner: Wausau WI, City of

Solicitor: Clark Dietz

03/28/2023 10:00 AM CDT

					Haas Sons, Inc.	
	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Base Bid						
1	201.0120.S	Clearing	ID	190	\$30.00	\$5,700.00
2	201.0220.S	Grubbing	ID	190	\$30.00	\$5,700.00
3	204.0155.S	Removing Concrete Sidewalk	Sq Yd	31	\$20.00	\$620.00
4	204.0210.S	Removing Manholes	Ea	1	\$2,500.00	\$2,500.00
5	204.0500.S	Removing Sanitary Sewer	Ln Ft	94	\$25.00	\$2,350.00
6	204.0800.S	Sanitary Sewer Pipe, 15-Inch (Abandon)	Ln Ft	908	\$11.56	\$10,496.48
7	305.0110.S	Base Aggregate Dense 3/4-Inch-Driveway/Parking	Cu Yd	52	\$60.00	\$3,120.00
8	390.0203.S	Asphaltic Patching	Ton	86	\$220.00	\$18,920.00
9	602.0415.S	Concrete Sidewalk 6-inch	Sq Ft	276	\$12.00	\$3,312.00
10	602.0515	Curb Ramp Detectable Warning Field Natural Patina	Sq Ft	10	\$50.00	\$500.00
11	611.0535.S	Manhole Covers Type J-Special (Sanitary)	Ea	5	\$1,350.00	\$6,750.00
12	619.1000.S	Mobilization	LS	1	\$168,400.00	\$168,400.00
13	625.0700.S	Topsoil, Seed, Fertilizer, and Mulch	Sq Yd	1260	\$10.30	\$12,978.00
14	628.1504	Silt Fence	Ln Ft	980	\$3.03	\$2,969.40
15	628.1520	Silt Fence Maintenance	Ln Ft	980	\$0.55	\$539.00
16	628.1905	Mobilizations Erosion Control	Ea	2	\$4,015.00	\$8,030.00
17	628.1910	Mobilizations Emergency Erosion Control	Ea	2	\$550.00	\$1,100.00
18	628.7504	Temporary Ditch Checks	Ln Ft	48	\$22.00	\$1,056.00
19	628.7555	Culvert Pipe Checks	Ea	2	\$247.50	\$495.00
20	628.7560	Tracking Pads	Ea	1	\$500.00	\$500.00
21	643.0100.S	Temporary Traffic Control	LS	1	\$6,500.00	\$6,500.00
22	690.0150	Sawing Asphalt	Ln Ft	130	\$4.00	\$520.00
23	801.0105.S	Sanitary Sewer Manholes (60-Inch)	Ea	3	\$11,100.00	\$33,300.00
24	801.0106.S	Sanitary Sewer Manholes (72-Inch)	Ea	2	\$14,500.00	\$29,000.00
25	801.2000.S	Sanitary Bypass, Pumping	LS	1	\$20,000.00	\$20,000.00
26	801.3000.S	Connection to Existing Structures	LS	1	\$9,000.00	\$9,000.00
27	900.0318.S	Sanitary Sewer Pipe, 18-Inch Ductile Iron	Ln Ft	27	\$321.00	\$8,667.00
28	900.0324.S	Sanitary Sewer Pipe, 24-Inch Ductile Iron	Ln Ft	936	\$313.00	\$292,968.00
29	905.0024.S	24" Plug Valve and Valve Box	Ea	1	\$41,300.00	\$41,300.00
Base Bid Total:						\$697,290.88

**Wisconsin Public Service
DISTRIBUTION FACILITIES INSTALLATION AGREEMENT**

District: 61

This contract is for the installation of Electric facilities entered into on March 1, 2023 (Contract Date) between CLARK DIETZ INC (Customer) and Wisconsin Public Service Corporation (WPSC).

Site Address / Description / Location : S. 48TH AVE in the CITY OF WAUSAU, County of MARATHON, State of WI.

WPSC agrees to install facilities and provide service in accordance with all appropriate regulations and tariffs as filed with the Public Service Commission of Wisconsin (PSCW) and /or Michigan Public Service Commission (MPSC). WPSC furthermore agrees to render service to the Customer at such point on the premise as has been mutually determined and agreed upon. The Customer agrees to comply with all terms and conditions as stated on Page 2 of this contract, including the commencement date of Minimum Charges, and all appropriate WPSC tariffs on file with PSCW and /or MPSC.

Type of Electric Service:

	<u>-Electric-</u>	
Standard System Facility Costs (Refundable)	\$0.00	
Allowances	\$0.00	
Special System Facilities Costs (Refundable)	\$0.00	
Refundable Sub Total	<u>\$0.00</u>	
Special Facilities Costs Non Refundable:		
System	\$58,848.69	
Service*	\$1,080.71	
Temporary Service	\$0.00	
Non Refundable Sub Total	<u>\$59,929.40</u>	
Electric Total:	\$59,929.40	
Total Cost		<u>\$59,929.40</u>

*This agreement ☒ does ☐ does not include the cost of the service(s) to the meter. When it does not, additional charges may be forthcoming.

Area Expansion Program: This extension was installed under the Company's Area Expansion Program (AEP) Tariff. The AEP charge is calculated using an economic model approved by the PSCW and is based on an estimated 5 year conversion rate. If the estimated number of conversions is not obtained, AEP surcharges may extend past the projected end date until sufficient AEP contributions are collected. Applicable AEP information for this extension is:

The AEP charge is N/A per month.

Allowances and refunds are determined by WPSC's extension rule policies that have been approved by the PSCW and /or MPSC. These rules are subject to change pending approval by the PSCW or MPSC. A 5 year development period will begin from the date this facility/project is energized for the electric facility and pressurized for gas facility. Applicable refunds will be made during this time period.

Refund amounts shall equal the allowance applicable to customer additions based on the current extension allowance or the allowances in effect when the addition occurs, whichever is greater, less the added investment in distribution system facilities required. After the development period, the Customer agrees to reimburse WPSC for all allowances received on this contract that did not result in customers taking service by the expiration of the development period.

A tabulation of said allowance(s) is as follows:

Customer Name / Lot #	Address / Plat	Ext. Allowance Amount

Applicable refunds will be made to: ☐ Contracting Developer ☒ Property Owner ☐ Other _____

I have read, understand and agree to the terms and conditions of this contract

Customer Signature: [Signature] Date: 5 April 2023

Mailing Address: 500 N 3RD. ST SUITE 703 WAUSAU, WI 54403

WPSC Signature: _____ Date: _____

Work Request/Revision: 3350968-2

Account# _____ Energized Date _____ CIS Field Order Id 456251946

ADDITIONAL TERMS AND CONDITIONS

1. This Contract is not effective until signed by both Company and the Customer. If the Customer fails to return the Contract to Company within sixty days of the Company signature date or contract date, the Contract offer is null and void.
2. The payment calculation of this Contract is subject to change if the Customer causes a construction delay, there is change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the Customer prior to construction and a new Contract shall be executed. Adjustment of customer payment requirements (refunds or additional payment) to reflect actual changes in the size or number of units installed, major rock or frost removal, and similar items affecting the scope of the project, shall be made if adjustment is greater than \$20. This adjustment, if applicable, will normally occur within six months of completion of construction. Any changes will be reviewed with the Customer.
3. As a condition of receiving service, the Customer agrees to grant the Company, at no cost, an easement for the necessary construction, operation, and maintenance including tree trimming of any portion of the extension necessary to serve the Customer.
4. Within the boundaries of the Customer's development project area, the Customer shall be responsible for all necessary environmental compliance actions including the installation, inspection, maintenance and removal of all soil erosion and sediment control best management practices (BMPs). The Company is responsible for repairing any BMPs damaged by Company or Company's contractor during Company's installation activities as well as the Company's necessary environmental compliance actions outside of the Customer's development project area.
5. The Customer further understands that their structure must comply with the applicable PSCW / MPSC Conservation Code and any other applicable codes and that any noncompliance in future inspections by the Company may be grounds for disconnection of service.
6. If the service to the Customer is part of a project designed to serve several customers from one extension, it is understood that this Contract will be binding on the parties hereto only when and if the Company secures sufficient contracts to warrant, in Company's sole discretion, the construction of the project.
7. All the terms and conditions of this Contract shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. If the Customer leases, sells, or otherwise disposes of the property herein described, he shall complete the payments according to this Contract unless he shall have secured an assumption of his remaining obligations under this Contract, satisfactory to and approved by the Company.
8. Whether stated or not, a special facilities charge will be applied during the Winter Construction period, as stated in the Company's approved tariffs.
9. Any lawn restoration or surface repair on private property, as a result of this installation, shall be the Customer's responsibility.
10. The Customer, irrespective of subsequent change of ownership, shall provide at no expense to the Company, soil graded within six inches of the finished grade prior to installation of facilities. Survey stakes indicating property lines shall be installed by the Customer at no expense to the Company prior to installation of facilities. The Company shall be notified in advance of any change in grade levels. Any and all costs incurred as a result of such grade changes shall be at the expense of the Customer.
11. The Customer agrees to provide the Company, or its authorized contractor, the location, within 18", of all underground facilities such as those for the transmission of electricity, water, cable TV, sewer, telephone, gas or fuel which are owned by the Customer on the premises, and which may be encountered by the Company or its authorized contractor during the proposed installation of the facilities. If the Customer is unable to locate an underground facility, or fails to provide the location of any underground facility, or if the underground facility in question is encountered more than 18" from the location identified by the Customer, the Customer shall defend, indemnify, and hold the Company harmless as well as its agents, employees, assigns, affiliates, officers, administrators, predecessors, successors, subsidiaries, members and managers from and against any claim, action, proceeding, liability, loss, damage, cost or expense including, without limitation attorneys' fees, arising out of or in connection with the Customer's use of service.
12. In no event shall the Customer place any decorative element on the pole without the prior written approval of the Company. Such approval will be under the terms of the Pole Attachment Policy and Procedure in effect at the time of such request. A copy of the Pole Attachment Policy will be furnished by the Company to the Customer upon request.
13. In no event, except for a breach by the Customer of section 11 above, shall either party be responsible to the other for any consequential, incidental, special or punitive damages whatsoever, whether arising from breach of warranty or other breach of contract, negligence or other tort, or any other theory of law. In a case of a breach by the Customer of section 11 above, the Customer shall be liable for consequential, incidental, special and punitive damages.
14. If any provision of this Contract is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provision of the Contract.
15. This Contract shall be governed by and construed in accordance with the internal laws of the State of Wisconsin and/or Michigan.
16. The Customer and the Company hereby agree to abide by and be subject to the rules, regulations, and schedules of the Company as filed with and approved by the PSCW and/or MPSC from time to time, as well as the rules and regulations of the Wisconsin Administrative Code and the rules and guidelines of the State of Michigan.
17. In the event of a conflict between this Contract and the Company's approved tariffs, the tariffs shall prevail.
18. Beginning the date the gas meter serving the Customer is installed, or 180 days after the gas service line serving the Customer is installed, whichever is earlier, the Customer will be billed the applicable Minimum Charge and AEP Charge (if any) associated with the rate schedule the Customer is expected to take service under, regardless if the Customer is actually using gas or taking gas service. The determination of the rate schedule the Customer is expected to take service under shall be in Company's sole discretion.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving 2023 Budget Modifications – Riverside Park Remediation

Committee Action: *Pending*

Fiscal Impact: \$154,000

File Number: 22-1109A

Date Introduced: April 25, 2023

FISCAL IMPACT SUMMARY

COSTS	<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: Environmental Fund</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<i>Amount: \$154,000</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	<i>Amount:</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: 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 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 has been bid out and costs are \$62,086 for site work; close out and inspection \$86,950 for a total of \$149,036 and

WHEREAS, the Finance Committee has reviewed and recommends establishing a project budget of \$154,000 with funding from the Environmental Fund;

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 2023 Budget as outlined above.

Approved:

Katie Rosenberg, Mayor



Dept. of Public Works & Utilities

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

TO: Finance Committee/City Council

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

DATE: April 25, 2023

SUBJECT: Riverside Park Remediation Project – Budget Modification

Environmental soil sampling and investigation in the Riverside Park area dates back to the early 2000's. There was a more significant effort and amount of testing that was completed during the final planning phase of the Thomas St Corridor Reconstruction Project. Testing in the area north of Thomas Street between McCleary and Emter was the focus area of the testing.

Testing was conducted by multiple entities that included the City, the Citizens and Wauleco. Wauleco completed soil testing related to an air deposition study directed by the WDNR, the Citizens for a Clean Wausau completed soil testing of city owned property and the City completed testing of multiple areas from the Thomas St corridor north into Riverside Park.

The testing completed in October 2019 by Wauleco through the air deposition study found dioxin levels above WDNR standards along the old railroad corridor. The WDNR issued a Responsible Party letter to the City in November 2019 as the City was the current owner of the property. The Responsible Party letter required the City to prepare a Site Investigation Report (SIR) and perform further investigation and delineate the extent of the dioxin contamination in the area. The City completed the site investigation in 2022 and completed a Remedial Action Options Report (RAOR). The RAOR was accepted by the WDNR and the City prepared a bid package for remediating the contaminated area and the work was bid in April 2023.

The costs for the remediation are as follows:

- Remediation Site Work - \$62,086.36
- Onsite Inspection and site closeout - \$86,950
- Total = \$149,036.36

The budget modification request is for \$154,000, this will provide about a 3% contingency for any unforeseen site work that may arise. If it is not necessary than the funds will be returned to the account.

2023 Riverside Rail Corridor Soil Disposal Project (#8420494)

Owner: Wausau WI, City of

Solicitor: REI

04/18/2023 10:00 AM CDT

					Woller Excavating LLC		RiverView Construction Inc.		RC Pavers LLC/Ron Christiansen Trucking	
Line Item	Item Code	Item Description	UofM	Qty	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid										
1	201.0110	Clearing	SY	1500	\$5.85	\$8,775.00	\$31.50	\$47,250.00	\$34.00	\$51,000.00
2	204.0200	Removing Railroad Track	LF	250	\$7.74	\$1,935.00	\$53.00	\$13,250.00	\$50.00	\$12,500.00
3	205.0600.S	Contaminated Soil Excavation/Hauling	Ton	1600	\$12.93	\$20,688.00	\$56.25	\$90,000.00	\$66.00	\$105,600.00
4	208.0100	Borrow	CY	690	\$16.25	\$11,212.50	\$56.25	\$38,812.50	\$50.00	\$34,500.00
5	625.1050	Topsoil	CY	310	\$30.00	\$9,300.00	\$66.50	\$20,615.00	\$80.00	\$24,800.00
6	628.1504	Silt Fence	LF	375	\$4.19	\$1,571.25	\$3.75	\$1,406.25	\$12.00	\$4,500.00
7	628.2004	Erosion Mat Class (WisDOT Class 1 Type B)	SY	1900	\$1.54	\$2,926.00	\$1.75	\$3,325.00	\$10.00	\$19,000.00
8	629.0200	Fertilizer (Type B)	LB	120	\$14.59	\$1,750.80	\$15.00	\$1,800.00	\$42.00	\$5,040.00
9	630.0100	Seeding (Mix 40)	LB	8	\$222.58	\$1,780.64	\$65.00	\$520.00	\$130.00	\$1,040.00
10	630.0110	Seeding (Mix 20)	LB	41	\$52.37	\$2,147.17	\$35.00	\$1,435.00	\$125.00	\$5,125.00
Base Bid Total:						\$62,086.36		\$218,413.75		\$263,105.00



REI

CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING

REMEDIAL EXCAVATION OVERSIGHT & REPORT PREPARATION (APRIL 2023)

SUBJECT PROPERTY:
RIVERSIDE RAIL CORRIDOR
132 RIVER STREET
WAUSAU, WI



Submitted To:

City of Wausau
Attn: Mr. Eric Lindman, P.E.
407 Grant Street
Wausau, WI 54403-4783
April 17, 2023

Prepared By:

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

COMPREHENSIVE SERVICES WITH PRACTICAL SOLUTIONS



Why Choose REI?



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.

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

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.

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 keep you
informed on
project progress?



Did REI meet
your deadlines?

99%

How would you rate REI out of 5 stars?



*What are our
clients saying?*

"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 were 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 insure 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 the proposed excavation area being increased. These samples will be utilized as the excavation confirmation soil samples for the sidewalls of the excavation.

The purpose of the following scope of services will be to provide oversight of the excavation activities to be completed by the City of Wausau's selected contractor. The oversight includes additional confirmation soil sampling and dust monitoring to insure dust control measures conducted by the contractor are effective. The scope of services also includes preparation of a Remedial Action Report and Case Closure Request along with required WDNR Fees.

SCOPE OF WORK

1. REI personnel will conduct on onsite bid meeting on March 28, 2023 along with City of Wausau personnel, for interested contractors to view the site and ask informal questions.
2. REI personnel will assist City of Wausau personnel with formal bid questions submitted by prospective contractors as part of the bid process.
3. REI will coordinate with City of Wausau personnel concerning contractor selection. After a contractor has been selected, REI will coordinate with the selected contractor concerning start date of the excavation.
4. REI personnel will stake the excavation boundaries prior to the contractor beginning site preparation. If required, REI personnel will re-stake the excavation boundaries following completion of site preparation by the contractor to ensure accuracy of the excavation boundaries.

5. REI will install three (3) dust monitors around the excavation site on City of Wausau property. The dust monitors will have instant read capacity and allow for real time monitoring of particulate matter concentrations around the excavation site. The monitoring will be set up and commence data collection approximately 30 minutes prior to the contractor beginning work for the day with monitoring continuing until approximately 30 minutes following completion of daily excavation activities. REI personnel will inform the contractor if increased dust concentration trends are identified.
6. REI personnel will document the excavation activities conducted at the site during all stages. Documentation will be utilized for preparation of a Remedial Action Report and Case Closure Request. Please note, as the excavation contractor has not been selected, this proposal uses the assumption the excavation and site restoration will be completed over three (3) weeks with five (5), eight (8) hour days per week. Additionally, this proposal assumes four (4) weeks of rental for dust monitoring equipment to allow for monitoring before and following completion of the excavation.
7. REI personnel will also collect up to twenty-five (25) confirmation soil samples from the base of the excavation and the southern sidewall. Confirmation soil samples were collected prior to the excavation from the northern, western, and eastern sidewalls in late 2022.
8. 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.
9. REI will prepare a Remedial Action Report as required under Wisconsin Administrative Code Chapter NR724.15. This report will summarize the soil excavation and site restoration. The report will be submitted to the WDNR Project Manager along with a Technical Assistance Request and fee in order to receive a formal response from the WDNR regarding the completeness of the site remediation.
10. After the WDNR has accepted the Remedial Action Report and determined the remedial actions conducted have sufficiently remediated the site, REI will prepare a Case Closure Request. The Case Closure Request is required to be completed to move the site towards closure with the WDNR. The Case Closure Request requires the submittal of a review fee

and any applicable database fees. Once the WDNR has accepted the case closure request, the WDNR will issue a remaining actions letter if remaining actions are required prior to final case closure. If no remaining action are identified by the WDNR or once the remaining actions are completed, the WDNR will issues a final case closure letter.

11. Please note, due to the very limited option for field screening dioxin contamination in soils with accuracy, there is a possibility the confirmation soil samples may identify contamination which would require additional remediation. REI has attempted to limit this possibility by collecting additional soil samples to verify the lateral extent of the contamination and adjust the excavation boundary. REI will review the laboratory analytical results for the confirmation soil samples and notify the City of Wausau if additional remediation or and institutional control is necessary to move the site towards closure.

EXEMPTIONS

Any additional remediation beyond the currently planned remedial excavation necessary 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: Remedial Excavation Oversight & Report Preparation

(April 2023)

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: April 17, 2023

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.

REI will provide the following deliverables: Landfill disposal approval, lateral definition of excavation extents, request for proposal preparation assistance.

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

Subcontracted Services

Laboratory Analysis – Soil Samples – 25 samples in Riverside Park	\$21,825.00
Waste Disposal	\$275.00
Dust Meter Rental – 3 Stations (4 weeks)	\$12,600.00

Professional Consulting Services

Pre-Excavation Monitoring (1 week, 7 days per week, 2 hour per day)	\$1,700.00
Excavation Oversight (3 weeks, 5 days per week, 11 hours per day)	\$25,000.00
Excavation Surveying (Staking and aerial photo collection)	\$3,500.00
Report Preparation – Excavation Report & Case Closure Request	\$15,100.00
Project Management & Administrative	\$5,250.00

Regulatory Fees

WDNR Technical Assistance Request – Excavation Report	\$,350.00
WDNR Case Closure Review and Database Fees	\$1,350.00

Estimated Project Total **\$86,950.00**

General Conditions: See "General Conditions"

Advanced Payment: N/A

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.

CLIENT:

Signature: _____

Printed Name: _____

Title: _____

Phone number: _____

Date: _____

REI ENGINEERING, INC.:

Signature: _____

Printed Name: Matthew C. Michalski, P.G.

Title: Hydrogeologist/Project Manager

Date: _____

General Conditions

PART 1: 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, treater, 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.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving the closure of the McClellan Parking Ramp

Committee Action: *Pending*

Fiscal Impact: \$0.00 Immediate; Demolition costs TBD

File Number: 23-0408

Date Introduced: April 25, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</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> <i>Annual Retirement</i>
	<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 McClellan Parking Ramp (Ramp) was constructed and placed into service in approximately 1975; and

WHEREAS, the lifespan of the ramp has been extended to its maximum life expectancy with routine maintenance; and

WHEREAS, staff has been closely monitoring the condition of the ramp on an annual basis since 2017 to perform routine maintenance and budget appropriately to extend the life of the Ramp; and

WHEREAS, professional engineering consultants, Walker Parking, completed an assessment in 2022 and again in 2023 to estimate the cost of repairs needed to extend the life of the Ramp through 2023 into 2024; and

WHEREAS, the costs of the Ramp repairs are becoming exponentially higher each year due to the rapid deterioration of the Ramp structure; and

WHEREAS, spending the high costs in repairs with minimal extended time of use is not recommended by staff or Walker Parking Consultants as the repairs cannot guarantee any reasonable amount of extended life of the Ramp; and

WHEREAS, Staff recommends closing the top two floors of the Ramp immediately; and

WHEREAS, staff recommends closing the remainder of the Ramp as of June 1, 2023; and

WHEREAS, staff recommends demolition of the Ramp in early 2024.

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 close the Ramp effective June 1, 2023 with the top two levels of the Ramp to be closed immediately.

Approved:

Katie Rosenberg, Mayor



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: April 25, 2023

SUBJECT: Closing McClellan Ramp – Improvements to Jefferson

The City has been closely monitoring the condition of the McClellan Ramp for the past several years. The ramp has exceeded its expected design life. In 2021 city staff determined an annual evaluation of the McClellan Ramp be completed to ensure its safety and viability for use. As part of the annual evaluation recommendations and cost estimates have been provided to the city. It has been the goal for the City to do our very best to extend the life of the ramp into 2024 and the 2022 evaluation showed the ramp was in need of temporary shoring and repairs to tripping hazards and other concrete areas. In 2022 some temporary shoring and other work was completed to maintain the viability and safety of the ramp for an additional year. In 2023 another evaluation was completed and the costs to keep it fully operational until fall of 2023 are significantly higher than expected. Staff feels with the condition of the ramp continuing to deteriorate it is in the best interest to close the ramp and move all parkers to other locations.

Based on the assessment report and discussions with Walker Parking (ramp consultants) there are proposed options for consideration:

1. Try and keep the entire ramp viable into 2025 (not guaranteed)
 - a. Cost = \$335,000 plus any engineering analysis and annual inspections
2. Keep ramp viable with closing the top two levels to fall of 2023
 - a. Cost = \$156,000
3. Close the ramp June 1 and relocate parkers to Jefferson Ramp and surface lots
 - a. Cost = \$0.00

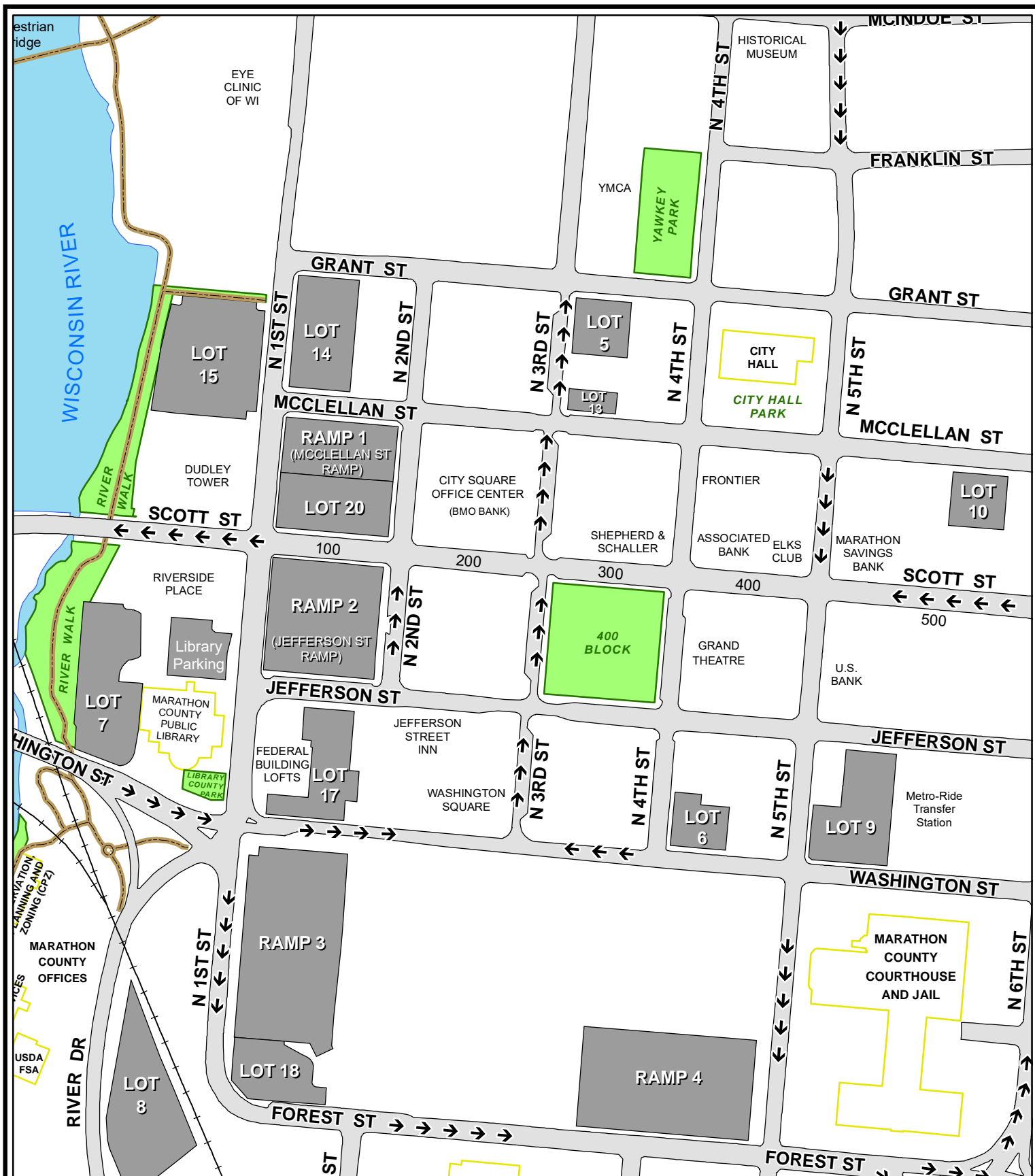
Staff recommends closing the McClellan Ramp as of June 1, 2023 due to excessive costs to keep it viable and the rapid rate of deterioration that has been seen over the past 18-months. It is recommended to budget in 2024 for the demolition of the facility.

McClellan Ramp permit holders have the option to move to the Jefferson Ramp and use levels 2-4 at no additional cost or expense and they have the option to use Lot 20 (NE corner of 1st St and Scott St) or use Lot 14 (NE corner of 1st St and McClellan St). All these options are available to parking permit holders for the McClellan Ramp.

The designated parking signs on the 2nd floor of the Jefferson Ramp have been removed and the parking in this ramp is open to permit holders. The Jefferson Ramp has over 500 stalls available with over 300 of those available on floors 2 through 4.

Staff recommends budgeting to complete the construction to pave Lot 14, anticipated to provide an additional 70 surface parking spaces. It is recommended this lot be constructed in 2024 after the McClellan Ramp is taken down.

Staff recommends using some of the 2023 budgeted funds to perform heavy cleaning in the stairwells of the Jefferson Ramp to eliminate the stains and odors from urine and feces. It is recommended to clean these surfaces in the stairwells and then coat/seal the concrete floors and paint the walls. Sealing these surfaces will help with cleaning in the future and prevent staining of the concrete. Staff continues to look at securing the stairwells in a way that would still allow all users of the ramp access and mitigate people from sleeping and living in the stairwells.



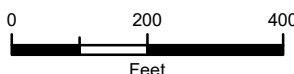
Downtown Parking City of Wausau

DISCLAIMER:
1. DUPLICATION OF THIS MAP IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE CITY OF WAUSAU ENGINEERING DEPT.
2. THIS MAP WAS COMPILED AND DEVELOPED BY THE CITY OF WAUSAU AND MARATHON COUNTY GIS. THE CITY AND COUNTY ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

WAUSAU
WISCONSIN
City of Wausau
Department of Public Works
GIS Division
407 Grant St
Wausau, WI 54403
gis@ci.wausau.wi.us
www.ci.wausau.wi.us
Map Date: April 19, 2023



- Parks
- Parking Lots
- Public Buildings
- ~ Multi - Use Trail



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

RESOLUTION OF THE FINANCE COMMITTEE

Approving 2023 Budget Modifications – Professional Services

Committee Action: *Pending*

Fiscal Impact: \$110,000

File Number: 22-1109B

Date Introduced: April 25, 2023

FISCAL IMPACT SUMMARY

COSTS	<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: 2022 carryover funds</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$110,000</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</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> <i>Annual Retirement</i>
	<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 Federal Bipartisan Infrastructure Law Grant program has created unprecedented capital grant opportunities; and

WHEREAS, grant applications windows can be short and the processes are competitive; and

WHEREAS, staff have limited resources to respond to these opportunities effectively and timely; and

WHEREAS, given the competitive nature of the application it is in the city's best interest to secure expert grant writing services outside our existing workforce; and

WHEREAS, the Finance Committee has reviewed and recommends funding \$110,000 for professional services with funding to come from reserves.

Increase 101-CC_53101 Engineering-SC_52150 Other Professional Services \$110,000

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 2023 Budget as outlined above.

Approved:

Katie Rosenberg, Mayor